



uMLALAZI MUNICIPALITY

TENDER NO. : KZN ULM 05/25/26

TENDER DOCUMENT FOR:

SERVICE OF A TRAVEL AGENCY FOR THE PERIOD OF 36 MONTHS

CLOSING DATE: 20 AUGUST 2025 AT 12:00

COMPILED BY: Finance Department P O BOX 37 Butcher Street, 3815	SCM OFFICES ADDRESS KV Challenor Street (Industrial Areas) ESHOWE, 3815
Technical Related Queries Contact Person: Andile Shandu Tel N ^o : +27 35 473 3300 (Ext – 3362) Email: AndileS@umlalazi.gov.za	SCM Related Queries Contact Person: Sanele Duma Tel N ^o : +27 35 473 3300 (Ext - 3457) Email: saneled@umlalazi.gov.za

SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	

Contents

1. NOTICE	2
2. INSTRUCTIONS AND CONDITIONS OF TENDER	6
3. SPECIFICATIONS AND SCOPE OF WORK.....	13
4. PRICE SHEDULE FOR COSTING PER ITEM	20
5. FORM OF OFFER.....	21
6. FORM OF ACCEPTANCE	23
7. FORMS TO BE COMPLETED BY THE TENDERER.....	24
A. PROOF OF PURCHASE OF TENDER DOCUMENT	25
B. TAX CLEARANCE CERTIFICATE REQUIREMENTS	26
C COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS	27
D PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION	28
E. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE.....	29
F. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	30
G. VERIFICATION OF PREFERENTIAL PROCUREMENT POINTS FOR SPECIFIC GOALS	38
H. DECLARATION OF INTEREST.....	39
I. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	43
J. CERTIFICATE OF INDEPENDENT BID DETERMINATION	45
K. CERTIFICATE OF AUTHORITY SIGN DOCUMENTS	47
L. AUDITED ANNUAL FINANCIAL STATEMENTS STATEMENTS	48
M. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	49
N. ATTACH CERTIFIED COPY OF ASSOCIATION OF SOUTHERN AFRICAN TRAVEL AGENTS (ASATA) REGISTRATION CERTIFICATES	51
O. ATTACH CERTIFIED COPY OF INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) REGISTRATION CERTIFICATE	52
P. RECORD OF ADDENDA TO TENDER DOCUMENTS.....	53
Q. AMENDMENTS OR QUALIFICATIONS BY TENDERER.....	54
8. FUNCTIONALITY.....	55
8.1. EXPERIENCE OF THE BIDDER AS PER PROJECTS SUBMITTED	57
8.2 FUNCTIONALITY ATTACHMENTS	58
8.2.1 TENDERER'S PROVEN EXPERIENCE ON SIMILAR CONTRACT	59
8.2.2 POSITIVE REFERENCES	60
8.2.3 CALL CENTRE AVAILABILITY (INFRASTRUCTURE).....	61
8.2.4 LOCALITY.....	62
9. DRAFT SERVICE LEVEL AGREEMENT	63

1. NOTICE



UMLALAZI MUNICIPALITY

Notice No. 06/25/26

INVITATION FOR THE SUBMISSION OF TENDERS

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with uMlalazi Supply Chain Management Policy to undertake the following:-

TENDER DESCRIPTION	TENDER NUMBER	CLOSING DATE AND TIME	FUNCTIONALITY
Service of a travel agency for the period of 36 months	KZN ULM 05/25/26	20 August 2025 at 11 KV Challenor Street, Eshowe at 12h00	<ul style="list-style-type: none">• Experience of the bidder = 20• Positive References = 15• Proof of call Centre = 15• Locality = 10

Sealed tenders endorsed **tender number and description** must reach the Municipal Manager, uMlalazi Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Buildings, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated dates.

This tender will be evaluated based on returnable documents, functionality and price where 80/20 point system as per stipulated specific goals of this tender in terms of Preferential Procurement Regulations, 2022.

Specific Goals:

	Categories	Weight	80 20
1.	Ownership Goals: <ul style="list-style-type: none">• Broad Based Black Economic Empowerment :• BBBEE Level 1	100% 60%	10 6

	<ul style="list-style-type: none"> • BBBEE Level 2 • BBBEE Level 3 & Below 	20%	2
2.	Reconstruction & Development Programme Goals: <ul style="list-style-type: none"> • Enterprise Located within uMlalazi Municipality = 4 • Enterprise Located within District Municipality = 2 • Enterprise Located within the Province = 1 	100% 50% 25%	4 2 1
3.	SMME Development (EME and QSE): <ul style="list-style-type: none"> • an EME or QSE which is at least 100% owned by black people • an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people 	100% 50% 25%	4 2 1
4.	Combination of other goals: <ul style="list-style-type: none"> • an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality 	100%	2
		100%	20

Registration on the Councils Database is preferred prior to the submission and closing of the tender. It is the responsibility of the Tenderer to ensure that the Data Base registration documents are received by the Supply Chain Management Office. Further information in this regard can be obtained from the Supply Chain Management Unit on 035 – 473 3300 ext. 3445. Tenderers are requested to register on Central Supplier Database (CSD)

Tender documents must be collected **at the Municipal offices Financial Services Revenue Section, Hutchinson Street, Eshowe on Monday to Fridays from 08:30 to 14:30. Tender Documents will be available from 22 July 2025 up to 14 August 2025 at a non-refundable cost of R1000.00 and will be available on eTenders Portal at no cost.** EFT payments will be accepted and must be made on or before 16:00 pm on the last day of purchasing tender document. Payment may be deposited to uMlalazi Municipality as per the following banking details; First National Bank; Account Number 52191090523, Branch 220230, use company name as reference. **Proof of payment will required to receive tender document.**

There will be no briefing session, for further information or clarities contact: Mr Andile Shandu, on 035 473 3362, or e-mail: AndileS@umlalazi.gov.za during normal office hours.

Late tenders, telegraphic or facsimiled tenders will **NOT** be accepted. Canvassing in the gift of Municipality is strictly prohibited and will lead to disqualification of tenders. uMlalazi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid.

MR. N.N. SHANDU
MUNICIPAL MANAGER

Display date 21 July 2025

Notice Number: 06/25/26

Definitions

The following terms shall be interpreted as indicated:

- (i) **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) **“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.
- (iii) **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) **“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.
- (v) **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) **“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.
- (vii) **“Day”** means calendar day.
- (viii) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- (ix) **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- (x) **“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.
- (xi) **“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.
- (xii) **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable, 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.
- (xiii) **“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.
- (xiv) **“GCC”** means the General Conditions of Contract.

- (xv) “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) “**IATA**” means International Air Transport Association
- (xvii) “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xviii) “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- (xix) “**Project site**,” where applicable, means the place indicated in bidding documents.
- (xx) “**Municipality or Client**” means the organization purchasing the goods and services.
- (xxi) “**Republic**” means the Republic of South Africa.
- (xxii) “**SCC**” means the Special Conditions of Contract.
- (xxiii) “**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.
- (xxiv) “**Service fees**” means the fees charged by Service Provider on travel management services rendered to uMlalazi
- (xxv) “**Travel related charges**” means all travel costs incurred by Service Provider on behalf of uMlalazi
- (xxvi) “**Travel order**” means a travel requisition form from UMLALAZI issued to Service Provider requesting the procurement of activities related to travel services
- (xxvii) “**Written**” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- (xxviii) “**Certified copy**” means true and accurate representation of original by an authorized person (Not a copy of a certified copy).
- (xxix) “**Certified copy**” means true and accurate representation of original by an authorized person (Not a copy of a certified copy).

2. INSTRUCTIONS AND CONDITIONS OF TENDER

2.1 ELIGIBILITY TO TENDER

Only service providers who meet the tender specification qualify as detailed in the tender document

2.2 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“SERVICE OF A TRAVEL AGENCY FOR THE PERIOD OF 36 MONTHS”** must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than 12:00 pm on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

2.3 COMPLETION OF TENDER DOCUMENT

- Tender document must duly completed in very manner
- Forms in this tender document must be completed and signed.
- All pages allocated signing spaces must be signed
- Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance with the tender documents.

2.4 AUTHORITY FOR SIGNING

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

2.5 ACCEPTANCE OF TENDERS

- 2.5.1. The Bidder or a competent authorised representative of the Professional Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
- 2.5.2. The tender offer is signed by a person authorised to sign on behalf of the Bidder.
- 2.5.3. A Bidder who submitted a tender as a Joint Venture if accepted in the bid document, must include an acceptable Joint Venture Agreement in this bid.
- 2.5.4. Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.
- 2.5.5. The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- 2.5.6. The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
- 2.5.7. Failure to comply with the foregoing instructions may lead to the tender not being considered.
- 2.5.8. When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
- 2.5.9. **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any Bid:**

- (i) If any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
- (ii) Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Service Provider that performance was unsatisfactory.

2.5.10. Canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the Proposal.

2.5.11. Registration on the Councils Database shall be mandatory to the successful bidder. This will apply on final award of this tender.

2.6 LIST OF RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

Item	Description	Remark
A.	Proof of purchase of tender document (Applicable to purchased tender documents only)	Compulsory, If Applicable
B.	Valid tax clearance certificate (original) valid as at date of tender closing	Compulsory
C.	Company / CC /Trust / Partnership / Registration certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures	Compulsory
D.	Proof of registration with CSD	Compulsory
E.	Rates Clearance Certificate	Compulsory
F.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
G.	Verification documents for Preferential Procurement Points for specific goals (refer to MBD 6.1)	Further evaluation
H.	Declaration of interest	Compulsory
I.	Declaration of Bidders past Supply Chain Management practices	Compulsory
J.	Certificate of Independent Bid Determination	Compulsory
K.	Certificate of authority to sign documents	Compulsory
L.	Audited annual financial statements if offer is above R10 Million	Compulsory
M.	MBD5 Declaration for procurement above R10 Million (All applicable taxes included)	Compulsory, If Applicable
N.	Association of Southern African Travel Agents (ASATA) registration certificates (must be certified)	Compulsory
O.	International Air Transport Association (IATA) registration certificates (must be certified)	Compulsory
P.	Record of addenda to tender document	Compulsory
Q.	Amendments or qualifications by the tenderer if applicable	Compulsory

2.7. EVALUATION METHOD

- a) Eligibility to tender.
- b) Compulsory returnable documents.
- c) Functionality

- d) Price and preferential procurement system as specified in the bid.

2.8. VALIDITY PERIOD

The tender undertakes that bid will be valid for a period of **120 (Hundred and twenty)** days and that the Tenderer will not retract or change the tender during the period that the uMlalazi Municipality is scrutinizing the acceptance thereof.

2.9. COMPETENCE OF KEY PERSONNEL AND QUALITY

2.9.1. To carry out and complete work the Professional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “no substitution without municipality’s written approval will be allowed”

2.9.2. Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

2.10. LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. Umlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km² and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

2.11. INSPECTION

The successful tenderer must be acquainted with uMlalazi Municipality area. The service provider must make his own arrangements to familiarize themselves with area of work.

2.12. AMENDMENTS UPWARD OF TENDERED PRICE

- a) Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Municipality as a reason to amend the said tendered price.
- b) Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

2.13. COST OF TENDER

The Municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer’s account.

2.14. ALTERNATIVE

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

2.15. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

2.16. PRICING INSTRUCTIONS/CONDITIONS

- 2.16.1.** The consideration payable to Service Provider for service fees shall be fixed for the duration of the contract.
- 2.16.2.** Should the tendered rates/ price exceeds the prescribed rates by applicable regulatory body, the lowest acceptable offer may be negotiated based prescribed fees guidelines. (if applicable)
- 2.16.3.** The offer must be all inclusive of VAT.
- 2.16.4.** The price must be unconditional.
- 2.16.5.** Tenderers to submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents.
- 2.16.6.** The Municipality reserves the right to negotiate a reasonable price with the lowest acceptable bid prior final recommendation is made.
- 2.16.7.** The service that is partly delivered to the municipality remain the property of the supplier until complete service is delivered.
- 2.16.8.** No part payments will be accepted, failure to complete delivery nullifies the whole contract.
- 2.16.9.** Invoice will be only be accepted once complete service has been delivered, and the municipality accept no ownership, responsibility, security, what so ever for materials/product/ equipment/service etc., that was delivered to the municipality until the delivery is complete.

2.16.10. The tenderer must make provision for all machinery labour, material, equipment and all non-incidentals needed for the execution and implementation of the contract in accordance of the tender document.

2.16.11. Subject to the due fulfillment by Service Provider of its obligations under this agreement, the consideration payable for the services performed by Service Provider in terms of this agreement plus all travel related charges.

2.17. CRITERIA FOR REQUEST OF SERVICE

2.17.1. Purchase order will be issued by municipality as and when the service is required

2.17.2. The municipality will generate and issue works order based on **accepted unit prices** as per price scheduled incorporated in the form of offer.

2.17.3. Amount of materials/ product/ service to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.

2.17.4. The municipality will raise works orders as in when required during period of this contract

2.17.5. The works order will indicate type of service, quantity and amount of service to be provided on each occasion.

2.18. PAYMENT INSTRUCTION:-

2.18.1. No payment will be made if such work fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.

2.18.2. All payments to be made by UMLALAZI to Service Provider for travel and accommodation shall unless otherwise agreed between the two parties be made through Electronic Funds Transfer (EFT). This shall include all related travel charges.

2.18.3. Service Provider shall furnish UMLALAZI with invoices supported by approved travel order forms on a regular basis and as soon as possible after travel has been concluded, and preferably after the travel period has lapsed

2.18.4. Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the service provider's financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.

2.18.5. The Service Provider is obliged to submit the invoice together with a signed monthly reports, travel log books, job card or municipal time sheet (whichever is applicable) and job card/time

sheet must be properly filled and reflect worked hours / quantity of work done, site name etc. Failing which no work shall be certified for payment.

2.18.6. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.

2.18.7. Where payment is not received within 30 days from the date of the invoice, Service Provider agrees not to charge interest on the outstanding amount

2.18.8. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.

2.18.9. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only the portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.

2.18.10. The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.

2.19. PENALTIES

2.19.1. If within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.

2.19.2. Failure to deliver the goods or service within the period(s) specified in the contract is as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.

2.19.3. Notwithstanding the provisions of **penalties and termination Clause** , 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

2.20. OTHER GENERAL TERMS AND CONDITIONS OF THIS BID

- 2.20.1.** Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.
- 2.20.2.** Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.
- 2.20.3.** All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.
- 2.20.4.** No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the uMlalazi Local Municipality except where duly authorized to do so in writing by the uMlalazi Local Municipality.
- 2.20.5.** The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of uMlalazi Local Municipality.

2.21. CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT

The successful Service Provider shall sign a Service Level Agreement/ Contract with the Municipality.

3. SPECIFICATIONS AND SCOPE OF WORK

3.1. BACKGROUND

The uMlalazi Municipality is inviting suitably qualified service providers who are registered with IATA (International Air transport Association) and ASATA (Association of South African Travel Agents), for the rendering of excellence in quality, innovation and cost effective travel services and related products for the uMlalazi Municipality.

The uMlalazi Municipality is seeking a travel agency service provider to create a partnership with, which will explore the most beneficial financial opportunities through an innovative, flexible approach to travel management. While the uMlalazi Municipality corporate objective of cost reduction is paramount, travel is a personal experience and hence personal service is vital. It is expected that the appointed service provider will customize its services for the uMlalazi Municipality's employees as much as possible to ensure the highest level of customer satisfaction with proactive participation in advising and guiding prospective travelers.

Providing a one stop travel capability, i.e. everything from corporate travel to conferences and incentives travel and accommodation.

The travel Agency must have a facility to render a professional corporate travel agency to uMlalazi Municipality. Ensure a 24-hour service to facilitate amendments to travel arrangements, emergency travel arrangements, accommodation bookings etc.

Management reports on detailed expenses per completed month for each service, inclusive of all savings, exception reports must be submitted together with month-end statements as prescribed by uMlalazi Municipality.

3.2. CONTRACT OR PROJECT DURATION

The contract period shall be **thirty six (36)** months.

3.3. SCOPE OF WORK AND SPECIFICATIONS

The uMlalazi Municipality requires services of a travel agency who will render travelling and accommodation solutions to uMlalazi Municipality. The services will be rendered from the travel agency offices and an Accounts Manager whom uMlalazi Municipality can liaise with to manage the account.

Key outputs of Travel agency will be to implement, co-ordinate the entire travel management based on the diversity of the individual needs of uMlalazi Municipality's personnel.

- The travel agency must commit to give individual solutions within the uMalazi Municipality requirements as and when required.
- The travel agency will be required to provide operational business processes that are tailored to meet the location and service range as required by uMlalazi Municipality, with the widest choice available.
- Provide detailed itineraries, including airports information.
- The travel agency will also be required to continuously identify improvements in terms of costs and

deliver innovative solutions to uMlalazi Municipality.

- The travel agency must provide efficient, trained, capable competent and dedicated personnel and an account manager to perform the required services.
- Contingency plan with regards to personnel (Accounts Manager) and an ability to provide services during interruptions.
- The travel agency will be required to make reservations with car rental companies.
- The travel agency must be able to negotiate optimal rates with car rental companies, shuttle services airfare and for accommodation and review rates in conjunction with uMlalazi Municipality.
- The travel agency must have the capability of amending confirmed reservation should the need arise.
- Assist employees travelling overseas with international driver's license arrangements where applicable.
- The travel agency will be required to arrange for both national and international shuttle services to and from the airports.
- The travel agency must identify the level of support they will require from uMlalazi Municipality.
- The successful travel agency will be required to conduct continuous information session to uMlalazi Municipality's employees/ councilors.

Provision of management

- Spreadsheets detailing Travel by cost centre, division and users
- Spend analysis (charges made) etc.
- Travel destinations
- Reconciliation of uMlalazi Municipality's account to be performed by accounting staff of the travel agency
- Any other value adding reports

Additional Services:

- Passport / Visa assistance
- Conferences – to organize packages including accommodation and transfers.
- Carports or Parking – Offer uMlalazi Municipality travelers the convenience of parking at international airport, and any other regional airports

Overall Requirement.

UMLALAZI's requirements for domestic and international travel and accommodation cover the following in total or in part:

Air Travel

- a) Planning, arranging and amending air travel bookings through available branch offices and agencies situated inside or outside South Africa in line with UMLALAZI's travel policy as amended from time to time.
- b) Negotiating discounts on standard tariffs for air travels with preferred airline companies.
- c) Negotiating discounts in travel or credits, on accumulated expenditure for air travel with the preferred airline companies.

Accommodation

- a) Planning, booking and amending accommodation arrangements with any hotel group, private hotel or
- b) other available concern, for example guesthouse or bed and breakfast (B&B) establishments, where such a request is referred to the travel agent in line with the UMLALAZI's travel policy as amended from time to time.
- c) Negotiating discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels and/or other concerns.

Vehicle Rental/Car Hire

- a) Planning, arranging and amending vehicle rental/car hire through available agencies situated inside or outside South Africa in line with the UMLALAZI's travel policy as amended from time to time.
- b) Negotiating discounts on standard tariffs for vehicle rental/car hire with the preferred vehicle rental/car hire agency.

3.4. OBLIGATIONS / RESPONSIBILITIES AND DUTIES OF THE SERVICE PROVIDER

- 3.4.1.** Provide, perform and complete the services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of this agreement.
- 3.4.2.** To maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement.
- 3.4.3.** Ensure that Service provider's tax matters are in order for duration of the contract.
- 3.4.4.** Service provider must be in good standing central supplier data base for the duration of the contract.
- 3.4.5.** The service provider to provide achievable response time and be available 24 hours to attend to emergencies so that as and when required, unexpected changes to a travel plan or accommodation or vehicle/car hire can be made.
- 3.4.6. RESPONSE TIME:** Respond within **8 hours** from time of request.
- 3.4.7.** To adhere to response time frames as specified in the request for quotation document.
- 3.4.8.** To deliver quality service in line with specifications.
- 3.4.9.** Invite responsible Municipal official for inspection and signing of job card on site and prior leaving site.
- 3.4.10.** When making bookings or arrangements for travel, preference must be given to the instructions of UMLALAZI in respect of the following:
 - a) Dates, routes, preferred airlines, passenger class, preferred seating and estimated costs for air travel;
 - b) Hotel facilities, location, availability of parking facilities, distance from airports, public transport, etc. for accommodation; and
 - c) Vehicle rental/car hire agencies, their location and distance from the airports.

- 3.4.11.** Alternative arrangements must timeously be suggested if confirming seating or accommodation arrangements is impossible or if it can be proven that with deviations to original arrangements, financial savings can realized.
- 3.4.12.** Advance travel plans and bill of price will be submitted before finalisation of the order, especially for cases where a variety of travelling routes, accommodation and services are to be provided.
- 3.4.13.** Issuance of travel documentation after receipt from UMLALAZI for the document authorised issuance of same
- 3.4.14.** Timeous delivery to UMLALAZI traveller(s), his or her nominee or point of deliver/collection, all the required travel documentation, for example vouchers in respect of accommodation, vehicle rental/car hire, etc
- 3.4.15.** Timeous submission of proof that the required services have been rendered and/or used, so that payment can be arranged by UMLALAZI unless payment had been done in cash or by the individuals concerned. Such proof will include invoices, on which the required information is reflected.
- 3.4.16.** Timeous submission of the required management reports.
- 3.4.17.** Names, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa, and agencies with whom relationship exists outside South Africa on a 24-hour basis, must be made available to UMLALAZI.
- 3.4.18.** Ensure continued negotiations with suppliers of all services to the benefit of UMLALAZI.
- 3.4.19.** Booking vouchers must be issued on Service Provider letterhead and international travel accommodation must be booked with a reputable establishment and confirmation thereof must be sent to UMLALAZI 48 hours prior to travel
- 3.4.20.** Should UMLALAZI staff be caused to make payments for any confirmed booking and/or vouchers issued, then appropriate penalties shall be imposed against Service Provider as maybe agreed or refund must be made to relevant traveller

3.5. CONTROL PROCEDURES OFFICE HOURS (07H15 -16H00)

- 3.5.1.** No work to be performed without an official purchase order or written instruction from Municipality.
- 3.5.2.** All documentation such as Invoices, relating to the services provided must be forwarded at latest within **seven (7) calendar days** to the Expenditure section.
- 3.5.3.** If the specifications were clear without any ambiguities, service providers must obtain a written confirmation from the municipality for any additional work to be carried in relation to the original work given.

- 3.5.4.** Job card must be completed on site with all relevant information and be signed by service provider representative and the assigned municipality's finance official.
- 3.5.5.** No Sundry charges will be paid for, all cost must be included in the Labour price tendered.

3.6. EXPERTISE/ STAFF

To carry out and complete the Work the service provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the bidder during bidding stage for evaluation purposes must be maintained for the duration of the contract.

3.7. TRANSFER OF SKILLS

- 3.7.1.** Skills transfer must be provided during execution of the project where it is practically possible.
- 3.7.2.** Successful service provider to submit proposed skills transfer strategy on the project as requirement of this tender.
- 3.7.3.** Service Provider must arrange awareness programme during which relations and functioning between Service Provider and UMLALAZI can be structured and maintained.
- 3.7.4.** This schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its financial services personnel to enable them to register as professionals with statutory bodies through providing them with practical experience which has been considered as lacking part during skills audit undertaking by municipality.
- 3.7.5.** The service provider must ensure that skills are transferred during execution of the project and Skill transfer shall be offered within the tendered price.

3.8. The following conditions also apply:

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
- (iii) Editable version documents will be produced and left with the municipality for future use.
- (iv) Only professional registered person be used to transfer skills.
- (v) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

3.9. MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANAGEMENT

- 3.9.1.** Monitoring, reporting requirements and performance includes but not limited to:
- (i) Submit, written reports on the project progress as per the agreed reporting requirements.
 - (ii) The service provider should be available to present progress reports during the contract.

3.9.2. Format of communication - All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hardcopy format.

3.10. MANAGEMENT MEETINGS

- (i) To be able to manage the contract, the Employer and Service Providers will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Monthly	To be confirmed	<i>Employer's Agent, Service Provider</i>

- (iii) Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.
- (iv) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.10.1. Time frames for deliverables and penalties will be based on the approved programme as form part of the annexures.

3.10.2. Service Provider's key persons:

The Service Provider shall at all times maintain the involvement of the key personnel as the exigencies of this contract require.

The service provider must supply key staff throughout the duration of the contract:

Project Leader:

Project Leader will ultimately be responsible for all works undertaken on this contract and as such shall at a minimum be expected to do the following:

- (i) be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer.

- (ii) review, approve and sign all reports being submitted
- (iii) attend all start-up meetings and progress meetings.
- (iv) attend all Supply Chain meetings.

4. PRICE SHEDULE FOR COSTING PER ITEM

DESCRIPTION		Amount excl VAT	Amount incl VAT
Travel agency fees			
Air ticket (Domestic)			
Air ticket (International)			
Air ticket (regional)			
Re-issue Air ticket (Domestic)			
Re-issue Air ticket (International)			
Re-issue Air ticket (regional)			
Air ticket cancellation (same day)			
Refunds processed (Domestic)			
Refunds processed (Regional)			
Refunds processed (International)			
Accommodation Bill Back (Domestic)			
Accommodation Bill Back (Regional)			
Accommodation Bill Back (International)			
Car hire (Domestic)			
Car hire (International)			
Transfer shuttle (Domestic)			
Transfer shuttle (International)			
Airport parking			
Courier fees			
Visa processing			
Forex orders			
Insurance			
Rail tickets			
Bus tickets			
Emergency service (after hours service)			
Conferences & group			
Changing of flights			
SMS confirmation			
Other applicable charges please specify			
TOTAL AMOUNT			

For the purpose of evaluation, the price to be utilized is the service fee that is charged by the service provider, should there be more than one service fee for each of the services mentioned above, the service fee to be utilized shall be the sum of all different service fees.

It should be further noted that the value of this contract shall be determined by the service fee amount and number of transactions, as the fee is charged per transaction

5. FORM OF OFFER

TENDER KZN ULM 05/25/26

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

Sir,

I/We _____ do hereby tender for the **Service of a travel agency** as per specifications and scope of work in the tender document as shown on the table below

Total amount carried from pricing schedule (Excl VAT) **R**_____

VAT (Only VAT Vendors) **R**_____

TOTAL PRICE (Rand value inclusive of VAT): **R** _____

Amount in words (of Total):

The above fees include all required information or resources to complete the tender as per the specifications.

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

Upon the terms set out in the conditions of tender, I/We hereby acknowledge that:-

1. I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;
2. This Offer may be accepted by uMlalazi Municipality by signing the Form of Acceptance within the period of validity stated in this Tender document, whereupon the Tenderer becomes the **Service Provider** in terms of this contract.

THE CONDITIONS OF TENDER I/WE READ AND ACCEPT

Signature (of person authorized to sign the tender):

Signature : <i>(of person authorized to sign the tender):</i>
Name: <i>(of signatory in capitals):</i>
Capacity: <i>(of Signatory):</i>
Name of Tenderer: <i>(organisation):</i>
Address:
Telephone number: Fax number:
Witness Signature:
Name: <i>(in capitals):</i>
Date:

[Failure of a Tender's to sign this form will invalidate the tender

6. FORM OF ACCEPTANCE

Contract No: KZN ULM 05/25/26

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderers Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tender's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Signature : _____ **DATE:** _____

Name (in capitals) : **MR NN SHANDU**

Capacity : **MUNICIPAL MANAGER**

Name of Employer : **uMLALAZI MUNICIPALITY**

Address : **P.O BOX 37**
ESHOWE
3815

Witness Signature : _____

Name (in capitals) : _____

Date : _____

7. FORMS TO BE COMPLETED BY THE TENDERER
COMPULSORY DOCUMENTATION

A. PROOF OF PURCHASE OF TENDER DOCUMENT

(Applicable to purchased tender documents only)

ATTACH RECIEPT TO THIS PAGE

SIGNED ON BEHALF OF TENDERER :

B. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for Tax Clearance Certificate' and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance will not be acceptable.
4. In bids where Consortia/Joint Ventures/ Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

SIGNED ON BEHALF OF TENDERER:

**C COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION
CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS**

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of all directors. NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

D PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

***NOTE:** attach full summary of CSD report*

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

E. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the uMlalazi Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following is attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

F. 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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals will be applied in in terms of section 2(1)(a)(i) of the municipal supply chain policy to advance targeted groups as follows:

- Youth
- Women
- People living with disabilities
- Local businesses & SMME's

5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS				
			<R50 Million	>R50 Million
NO.	Categories	Weight	80 20	90 10
1	Ownership Goals	50%	10	5
2	Empowerment Goals	20%	4	2
3	Reconstruction & Development Programme Goals	20%	4	2
4	Other Goals (Specify)	10%	2	1
		100%	20	10

5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Ownership Categories :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	10	5	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	60%	6	3	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	20%	2	1	Sworn Affidavit - QSE/EME General
2	Broad Based Black Economic Empowerment :				
	BBBEE Level 1	100%	10	5	BBBEE Certificate
	BBBEE Level 2	60%	6	3	BBBEE Certificate
	BBBEE Level 3 & Below	20%	2	1	BBBEE Certificate
3	Ownership %				
a)	Women Ownership(*Must be South African)				
	ownership - 100% : Black (Youth , Women , Disabled People ,Military Veterans)	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - > 51% : Black (Youth , Women , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 25% - 50% : Black (Youth , Women , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 100% : White (Youth , Women , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
b)	Men Ownership(*Must be South African)				
	Men ownership - 100% : Black (Youth , Men , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - > 51% : Black (Youth , Men , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - 25% - 50% : Black (Youth , Men , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
4	Youth Development : (Below 35 Years)				
	Youth ownership - 100% : Black	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - > 51% : Black	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 25% - 50% : Black	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 100% : White	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY

#	Specific Goal(s)	Weight	80 20	90 10	Verification
	Sub-Contracting :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General

2	Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.				
	1. Enterprise 100% owned by Youth	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Disabled People	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Women	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	2. Enterprise owned by Black People with CIDB Grading 4 or Less	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise 100% owned by Military Veteran	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise owned by Black Men with at least 51%	50%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Reconstruction and Development :				
1	Promotion of Local Business(s)				
	1. Enterprise Located within the uMlalazi Local Municipality	100%	4	2	Utilities : Directors or Co. Affidavit Existing Lease Agreement /councilor or Induna letters
	2. Enterprise Located within the King Cetshwayo District Municipality	50%	2	1	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co. Affidavit Existing Lease Agreement
2	SMME Development (EME and QSE)				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
3.	Job Creation and Community upliftment				
	1.Community upliftment project (e.g. housing , schools ,infra donations etc.) equal to at least 0.5% of project Value	100%	4	2	Bidder to propose
4	2. Creation of Jobs /Labour intensive activities	100%	4	2	Bidder to propose

SPECIFIC GOAL NO 4 – OTHER GOALS

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Other Categories :				
1	Combination of any other goals				
	User departments may combine any specific goals under categories 1,2 and 3 above in a manner that will help evaluate and apply preference points to the tender	100%	2	1	--Relevant Verification Documentation--

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)
	N/A		N/A	
Ownership Goals: # 2 <ul style="list-style-type: none"> Broad Based Black Economic Empowerment : BBBEE Level 1 BBBEE Level 2 BBBEE Level 3 & Below 		10		
Reconstruction & Development Programme (RDP) Goals: Promotion of Local Business # 1 <ul style="list-style-type: none"> Enterprise Located within uMlalazi Municipality =4 Enterprise Located within District Municipality =2 Enterprise Located within the Province =1 		4		
Reconstruction & Development Programme (RDP) Goals: SMME Development (EME and QSE) #2 <ul style="list-style-type: none"> an EME or QSE which is at least 100% owned by black people an EME or QSE which is at least 51% owned by black people an EME or QSE which is at 25% - 50% owned by black people 		4		
Other Goals: Combination of other goals: #1 <ul style="list-style-type: none"> an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality 		2		
TOTAL		20		

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 Service Provider 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:.....
.....

G. VERIFICATION OF PREFERENTIAL PROCUREMENT POINTS FOR SPECIFIC GOALS

ATTACH

Documents required for verification of specific goals indicated on **table 1** of the preferential procurement points for specific goals (form MBD 6.1)

SIGNED ON BEHALF OF TENDERER:

H. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:

.....
.....

- 2.2 Identity Number:

.....
.....

- 2.3 Position occupied in the Company (director, trustee, shareholder²):

.....
.....

- 2.4 Company Registration Number:

.....
.....

- 2.5 Tax Reference Number:

.....
.....

- 2.6 VAT Registration Number:

.....
.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Municipality of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....
.....

Name of state institution at which you or the person connected to the bidder is employed :

.....
.....

Position occupied in the state institution:

.....
.....

Any other particulars:

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

- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

- 2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1. If so, furnish particulars:

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1. If so, furnish particulars:

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

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1
ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY
AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

I. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

J. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

uMlalazi Municipality

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market

allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position Name of Bidder

References

¹ Includes price quotations, advertised competitive bids, limited bids and tenders.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ 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.

K. CERTIFICATE OF AUTHORITY SIGN DOCUMENTS

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

AFFIDAVIT

I _____ the undersigned hereby declare that by
resolution dated _____ I am authorized to sign these
documents on behalf of _____

SIGNED AT THIS DAY OF 2025

WITNESS

TENDERER

L. AUDITED ANNUAL FINANCIAL STATEMENTS STATEMENTS

(Attach Audited AFS TO THIS PAGE)

SIGNED ON BEHALF OF TENDERER:

M. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

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

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE
FALSE.

Name of Bidder:

Position:

Date:

Signature:

**N. ATTACH CERTIFIED COPY OF ASSOCIATION OF SOUTHERN AFRICAN
TRAVEL AGENTS (ASATA) REGISTRATION CERTIFICATES**

Attach poof to this page

NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.

SIGNED ON BEHALF OF TENDERER:

**O. ATTACH CERTIFIED COPY OF INTERNATIONAL AIR TRANSPORT
ASSOCIATION (IATA) REGISTRATION CERTIFICATE**

Attach proof to this page

NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.

SIGNED ON BEHALF OF TENDERER:

P. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

No.	Date	Title or Details
1		
2		
3		
4		
5		

Compulsory Note:

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

Q. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

NB: An amendment must leave the original document substantially intact.

SIGNED ON BEHALF OF TENDERER:

8. FUNCTIONALITY

Note: The bidder must score a minimum of **45 points (75%)** in order to be considered for further evaluation, however the service provider who scores zero points on methodology will not be considered for further evaluation as integration with the financial system forms an integral part of the system functionality

FUNCTIONALITY COMPONENT	GUIDELINES FOR CRITERIA APPLICATION	VERIFICATION METHOD	POINTS	MAX POINT
Experience of the bidder	4 or more contracts completed and current contracts related to travel agency in the past 5 years.	The bidder must attach four appointment letters from organizations (on the letterhead) to which you have provided the services and bidder's previous performance assessment by independent reference (8.1 of this document)	20	20
	3 contracts completed and current contracts related to travel agency in the past 5 years.	The bidder must attach Three appointment letters from organizations (on the letterhead) to which you have provided the services and bidder's previous performance assessment by independent reference (8.1 of this document)	15	
	2 contracts completed and current contracts related to travel agency in the past 5 years.	The bidder must attach Two appointment letters from organizations (on the letterhead) to which you have provided the services and bidder's previous performance assessment by independent reference (8.1 of this document)	10	
	1 contract completed and current contracts related to travel agency in the past 5 years.	The bidder must attach One appointment letter from organizations (on the letterhead) to which you have provided the services and bidder's previous performance assessment by independent reference (8.1 of this document)	5	
Positive References	List of bidder's previous performance assessment by independent reference (8.1 of this document)	As per rated assessment form (8.1 of this document) above.	15	15

	Three (3) Referral assessment forms = 15 Two (2) Referral assessment forms = 10 One (1) Referral assessment forms = 5			
Call Centre availability (Infrastructure)	Availability of a Call Centre	Bidder must attach verifiable address, contact details(email address and call Centre number) and pictures of the call Centre	15	15
Locality	Locality (Operating Offices) Local = 10 District = 7 Provincial = 5 National = 2	Attach operating office proof of address or certified copy of Lease agreement	10	10
TOTAL				60

Note: Submission of a proposal/ Company profile will assist in terms of the evaluation process but it is not compulsory

8.1. EXPERIENCE OF THE BIDDER AS PER PROJECTS SUBMITTED

Assessment of bidder's previous performance by independent reference: Tender No: KZN UML 05/25/26

This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be submitted together with projects appointment letters on company letterhead of previous employer.

Name of Bidder	
Completed Contract / Project Name	
Contract No	
Commencement Date	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	Performance Rating				
	1	2	3	4	5
Quality of office administration					
Competence nominated project leader					
Co-operation during contract					
Quality of Service					
Response Time on emergency or urgent cases					
Quality of documentation					
Quality of software and system used					
Adequacy of professional support					
Stakeholder Engagement					

OVERALL RATING

Any other remarks considered necessary to assist in evaluation of the contract

.....

Name of person completing this assessment form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	

I hereby declare that information completed above is true and correct and I understanding that I will be held responsible for any misrepresentation.

Client Signature:.....

Note: the evaluation schedule/project will not be considered if provided details are not traceable.

Bidders to make extra copies, or request additional copies via email provided.

Official Company Stamp of company giving reference:

SIGNED OF TENDERER:

8.2 FUNCTIONALITY ATTACHMENTS

SIGNED ON BEHALF OF TENDERER:

8.2.1 TENDERER'S PROVEN EXPERIENCE ON SIMILAR CONTRACT

Attach four appointment letters from organizations (on the letterhead) to which you have provided the services and bidder's previous performance assessment by independent reference (8.1 of this document)

SIGNED ON BEHALF OF TENDERER:

8.2.2 POSITIVE REFERENCES

List of bidder's previous performance assessment by independent reference

SIGNED ON BEHALF OF TENDERER:

8.2.3 CALL CENTRE AVAILABILITY (INFRASTRUCTURE)

Attach verifiable address, contact details (email address and call Centre number) and pictures of the call Centre

Attach as per functionality above

SIGNED ON BEHALF OF TENDERER:

8.2.4 LOCALITY

Attach operating office proof of address or certified copy of Lease agreement

SIGNED ON BEHALF OF TENDERER:

9. DRAFT SERVICE LEVEL AGREEMENT



uMLALAZI MUNICIPALITY

**AMAHHOVISI KAMASIPALA: MUNICIPAL OFFICES
MUNISIPALE KANTORE**

Hutchinson Street, (cnr of Hutchinson and Osborne), Eshowe, Kwazulu-Natal, 3815

Tel: +27 (35) 473 3474 | **Fax:** +27 (35) 474 4733

Website: www.umlalazi.gov.za

Service Level Agreement

Made and entered into by and between

THE uMLALAZI MUNICIPALITY

(Hereinafter referred to as “the Council”)

And

xxx COMPANY NAME xxx

(Hereinafter referred to as “the Service Provider”)

CONTRACT

Contract, agreement made and entered into by and between the uMlalazi Municipality, herein represented by:-
Municipal Manager

Mr. NN Shandu

(Duly authorized hereto, herein after referred to as “the Council”)

And

***** (PTY) LTD

Registration Number [*****]

(herein after referred to as “the Service Provider/ Contractor”)

duly incorporated in accordance with the laws of South Africa, with limited liability, herein represented by [*****] [ID No: *****], in his / her capacity as a director thereof, he/ she being duly authorized hereto)

Whereas the Municipality awarded the contract for:-

SERVICE OF A TRAVEL AGENCY FOR THE PERIOD OF 36 MONTHS

TENDER NUMBERXX

And whereas the parties hereto are desirous of reducing the terms and conditions of agreement between them to writing.

Now therefore the parties hereto agree as follows:-

1. PERIOD OF AGREEMENT

1.1. Contract Commencement Date

The appointment of the Service Provider is for the period of **thirty six (36)** months commencing from **xxx Date xxx**.

1.2. Contract Expiry Date

Unless terminated under one of the other clauses, the contract shall expire on **xxx Date xxx**

2. SCOPE OF WORK AND SPECIFICATIONS

The uMlalazi Municipality requires services of a travel agency who will render travelling and accommodation solutions to uMlalazi Municipality. The services will be rendered from the travel agency offices and an Accounts Manager whom uMlalazi Municipality can liaise with to manage the account.

Key outputs of Travel agency will be to implement, co-ordinate the entire travel management based on the diversity of the individual needs of uMlalazi Municipality's personnel.

- The travel agency must commit to give individual solutions within the uMalazi

Municipality requirements as and when required.

- The travel agency will be required to provide operational business processes that are tailored to meet the location and service range as required by uMlalazi Municipality, with the widest choice available.
- Provide detailed itineraries, including airports information.
- The travel agency will also be required to continuously identify improvements in terms of costs and deliver innovative solutions to uMlalazi Municipality.
- The travel agency must provide efficient, trained, capable competent and dedicated personnel and an account manager to perform the required services.
- Contingency plan with regards to personnel (Accounts Manager) and an ability to provide services during interruptions.
- The travel agency will be required to make reservations with car rental companies.
- The travel agency must be able to negotiate optimal rates with car rental companies, shuttle services airfare and for accommodation and review rates in conjunction with uMlalazi Municipality.
- The travel agency must have the capability of amending confirmed reservation should the need arise.
- Assist employees travelling overseas with international driver's license arrangements where applicable.
- The travel agency will be required to arrange for both national and international shuttle services to and from the airports.
- The travel agency must identify the level of support they will require from uMlalazi Municipality.
- The successful travel agency will be required to conduct continuous information session to uMlalazi Municipality's employees/ councilors.

Provision of management

- Spreadsheets detailing Travel by cost centre, division and users
- Spend analysis (charges made) etc.
- Travel destinations
- Reconciliation of uMlalazi Municipality's account to be performed by accounting staff of the travel agency
- Any other value adding reports

Additional Services:

- Passport / Visa assistance
- Conferences – to organize packages including accommodation and transfers.

Carports or Parking – Offer uMlalazi Municipality travelers the convenience of parking at international airport, and any other regional airports

3. ISSUING OF PURCHASE ORDER (Note: if not once off order)

- (i) The municipality will generate and issue works order based on **accepted unit prices** as per price scheduled incorporated in the form of offer.
- (ii) Amount of materials to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.
- (iii) The municipality will raise works orders as in when required during period of this contract

- (iv) The works order will indicate material type, quantity and amount of work to be provided at that particular point in time.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER (Note: Refer to tender document)

- 4.1.1 To provide, perform and complete the services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of this agreement.
- 4.1.2 To maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender which shall form part of annexures on the contract agreement.
- 4.1.3 Ensure that Service provider's tax matters are in order for duration of the contract.
- 4.1.4 Service provider must be in good standing central supplier data base for the duration of the contract.
- 4.1.5 The service provider to provide achievable response time and be available 24 hours to attend to emergencies
- 4.1.6 RESPONSE TIME: Respond within 12 hours from time of request.
- 4.1.7 To adhere to response time frames as specified in the request for quotation document.
- 4.1.8 To deliver quality service in line with specifications.
- 4.1.9 Invite responsible Municipal official for inspection and signing of job card on site and prior leaving site.

4.2 Overall Requirement.

UMLALAZI's requirements for domestic and international travel and accommodation cover the following in total or in part:

Air Travel

- a) Planning, arranging and amending air travel bookings through available branch offices and agencies situated inside or outside South Africa in line with UMLALAZI's travel policy as amended from time to time.
- b) Negotiating discounts on standard tariffs for air travels with preferred airline companies.
- c) Negotiating discounts in travel or credits, on accumulated expenditure for air travel with the preferred airline companies.

Accommodation

- a) Planning, booking and amending accommodation arrangements with any hotel group, private hotel or other available concern, for example guesthouse or bed and breakfast (B&B) establishments, where such a request is referred to the travel agent in line with the UMLALAZI's travel policy as amended from time to time.

- b) Negotiating discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels and/or other concerns.

Vehicle Rental/Car Hire

- a) Planning, arranging and amending vehicle rental/car hire through available agencies situated inside or outside South Africa in line with the UMLALAZI's travel policy as amended from time to time.
 - b) Negotiating discounts on standard tariffs for vehicle rental/car hire with the preferred vehicle rental/car hire agency.
-
- (i) Booking vouchers must be issued on Service Provider letterhead and international travel accommodation must be booked with a reputable establishment and confirmation thereof must be sent to UMLALAZI 48 hours prior to travel.
 - (ii) Service Provider must issue international travel vouchers timeously to assist with Visa applications and route options with brief description must be provided for all international flights
 - (iii)
 - (iv) Service Provider must attend to and deal with all Visa applications and UMLALAZI personnel in this regard will only provide assistance with requested or required documentation to facilitate Visa applications.
 - (v) Any changes to staff within Service Provider must be communicate timeously to UMLALAZI.
 - (vi) Motor vehicles/cars booked must be those issued and relevant for particular travel arrangements on a case by case basis.
-
- (vii) Service Provider must ensure that transfers for all UMLALAZI travellers are collected timeously, must ensure that someone is waiting for them at the arrival gates with proper signage thereto and early check-in options must be facilitated with Hotels for all International booking arriving in the morning, if so required.
 - (viii) Should UMLALAZI staff be caused to make payments for any confirmed booking and/or vouchers issued, then appropriate penalties shall be imposed against Service Provider as maybe agreed or refund must be made to relevant traveler.

4.3 TRANSFER OF SKILLS

Skills transfer must be provided during execution of the project where it is practically possible.

4.3.1 Successful service provider to submit proposed skills transfer strategy on the project as requirement of this tender.

4.3.2 This schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its financial services personnel to enable them to register as professionals with statutory bodies through providing them with practical experience which has been considered as lacking part during skills audit undertaking by municipality.

4.3.3 The service provider must ensure that skills are transferred during execution of the project and Skill transfer shall be offered within the tendered price.

Service Provider must arrange awareness programme during which relations and functioning between Service Provider and UMLALAZI can be structured and maintained.

4.3.4 The following conditions also apply:

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
- (iii) Editable version documents will be produced and left with the municipality for future use.
Only professional registered person be used to transfer skills.
- (v) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE MUNICIPALITY

- (i) Pay the Service Provider in accordance with the service performed;
- (ii) Provide the Service Provider with clear specifications and scope of work to enable the Service provider either to quote or carry out the required services;
- (iii) The bookers for UMLALAZI, which are those within UMLALAZI concerned with arranging travel and accommodation, will be responsible for the following:
- (iv) Giving Service Provider the necessary details so that the required travel and/or accommodation and vehicle rental or car hire requirements are understood. In this regard, the following should have been considered:
- (v) Official nature of the travel and accommodation requirements;
- (vi) Departure and arrival points/dates and type/s of required travel;
- (vii) Departure and arrival dates and type of accommodation required;
- (viii) Departure and arrival points/date and type of vehicle or car required;
- (ix) Any other specific requirements relating to, for example, passenger class in aircraft to be provided, etc., and
- (x) Provide Service Provider a signed purchase order/ letter to authorise the issuance of the required travel documentation, of which will be a signed letter by the Municipal Manager or his/ her delegated municipal official.
- (xi) Initiate payment after receipt of the necessary proof that the required service was rendered, if the individuals concerned did not pay for such service. All invoices from Service Provider to be paid by uMlalazi within 30 days from the date the invoice is received.

6. RESOURCES REQUIRED TO PERFORM SERVICES (Note: if applicable)

In respect of support services, UMLALAZI requirements are as follows:

6.1 Branch Offices and Agencies

Branch offices or agencies where domestic and/or international requirements can be planned and/or booked, and where amendments to bookings can be done, are to be available in the main centres of South Africa, and must be conveniently contactable from outside South Africa.

6.2 Delivery Service

All travel documentation will be timeously delivered to the UMLALAZI traveller(s), his or her nominee or the point for delivery/collection. Only in exceptional cases and as mutually agreed between the travel agent and UMLALAZI, may travel documentation be collected by members or nominees of UMLALAZI from the travel agent or designated collection point.

6.3 24-Hour Service

Personnel from the Service Provider must be available on a 24-hour basis, so that as and when required, unexpected changes to a travel plan or accommodation or vehicle/car hire can be made.

6.4 Workshops

Service Provider must arrange awareness programme during which relations and functioning between Service Provider and UMLALAZI can be structured and maintained.

7. PAYMENTS (Note: Refer to tender document)

- (i) The price must be unconditional.
- (ii) Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the service providers financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents such as signed job cards, time sheets etc.
- (iii) Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.
- (iv) The Service Provider is obliged to submit the invoice together with a signed job card or municipal time sheet (whichever is applicable) and job card/time sheet must be properly filled and reflect worked hours / quantity of work done, site name etc. Failing which no work shall be certified for payment.
- (v) The Municipality reserves the right to negotiate a reasonable price with successful bidder during execution of work.
- (vi) In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the

- Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- (vii) In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only that portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
 - (viii) The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

8. CONDITIONS OF THIS CONTRACT

8.1. GENERAL REQUIREMENTS (Note: Refer to tender document)

- 8.1.1.** All prices quoted are deemed to be inclusive of Value Added Tax (VAT) if the Service Provider is registered as vat vendor.
- 8.1.2.** All prices submitted are subjected to escalation if applicable to this tender otherwise are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
- 8.1.3.** Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.
- 8.1.4.** Service Provider must maintain compliance with Central Suppliers Database, CSD for the duration of contract.
- 8.1.5.** Letter of Good standing must be maintain valid for the duration of contract.
- 8.1.6.** Job card by Service provider to be filled in on site indicating service and quantity of work done, job card must be approved municipal responsible official immediately once the task is completed.
- 8.1.7.** Should the preferred Service provider fail to adhere to the response times as specified, Municipality reserves the right to appoint another service provider out of this contract, notwithstanding applicable termination clause.
- 8.1.8.** Suppliers may be required to supply photographic evidence of the service before and after work completed.
- 8.1.9.** Due to the urgent nature of service, contractors will be required to attend site meetings at very short notice.

8.2. OPERATING PROCEDURES

8.2.1 Operating procedures for the following are attached as Annexures and will form the basis by which Service Provider will provide the service required and payment will be done:

- a. Annexure A: Air Travel
- b. Annexure B: Accommodation
- c. Annexure C: Vehicle Rental/Car Hire
- d. Annexure D: Supporting Services
- e. Annexure E: Payment
- f. Annexure F: Management Report Format

8.2.3 The operating procedures may be subjected to minor adjustments to ensure smooth liaison between UMLALAZI and Service Provider, but only after mutual consent and written agreement in this regard

8.3. QUALITY OF SERVICE

- 8.3.1. All materials/goods/Services and equipment shall meet the specific requirements stipulated per each occasion.
- 8.3.2. The company must use qualified and experienced personnel to perform the required services.
- 8.3.3. It is a requirement of this contract that qualified and experienced personnel may perform work. Should it be proven that un-qualified personnel are being utilized to perform the work, the Service Provider's contract may be terminated.
- 8.3.4. Notwithstanding the above, Un-qualified personnel may assist the qualified personnel in the repair process.
- 8.3.5. All personnel working on Municipal Premises will be required to wear suitable PPE at all times.
- 8.3.6. Service provider will not be allowed to use any of uMlalazi Municipality's equipment or tools during the provision of service process.
- 8.3.7. The Service provider will be required to comply with the OHS act and any issued regulations in relation to diseases outbreak /pandemic.
- 8.3.8. The Service provider will be required to use trained support personnel on certain occasion during provision of service.
- 8.3.9. The service provider must have a fully equipped facilities to perform the job. (Equipment and facilities)
- 8.3.10. The service provider to provide achievable response time in hours and be available **24 hours** to attend to emergencies

8.3.11. The service provider to ensure all safety standards and protocol is observed during provision of services.

9. CONTROL PROCEDURES OFFICE HOURS (07H15 -16H00) (Note: Refer to tender document)

- 9.1.** No work to be performed without an official purchase order or written instruction from Municipality.
- 9.2.** All documentation such as Invoices, relating to the services provided must be forwarded at latest within **seven (7) calendar days** to the Financial Services Department Expenditure Section.
- 9.3.** If the specifications were clear without any ambiguities, service providers must obtain a written confirmation from the municipality for any additional work to be carried in relation to the original work given.
- 9.4.** Job card must be completed on site with all relevant information and be signed by service provider representative and the assigned municipality's technical official (Refer to 6.1.3 above).
- 9.5.** No Sundry charges will be paid for, all cost must be included in the Labour price tendered.

10. COMPETENCE OF KEY PERSONNEL AND QUALITY

- 10.1.** The Service Provider must ensure that services are performed by the key personnel nominated in the Contract or who have been substituted for one or more of such nominated personnel with the written consent of the Municipality.
- 10.2.** If any of the nominated key personnel are not available to perform any of the Services, or unable properly to do so because of physical or mental incapacity or incompetence, the Service Provider must immediately give notice to the municipality and arrange a replacement of that person with a person acceptable to the municipality, at no additional cost to the Municipality.
- 10.3.** Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

11. PROJECT MANAGER

- 11.1.** There shall be a Project Manager appointed by the municipality who shall administer the Contract and oversee the work of the Service provider in its performance of the Services.
- 11.2.** The Project Manager mentioned above shall be the Senior Manager unless a person is appointed officially to act on his/her behalf.
- 11.3.** The Service Provider shall submit nominated project manager to administer this contract.
- 11.4.** The Service provider must liaise with, report to and communicate with the Project Manager on all technical matters relating to this Contract.

12. BACK UP SERVICE

In case of break down or any other similar situation that maybe applicable, back up plan shall be provided by the Service Provider within **24 hours** when required, failing which the municipality may apply the penalty Clause 16 of this contract and continuous breakdowns may lead to termination of this contract in terms of **Clause *****.

13. INDEMNITY

The Service Provider acknowledges hereby in favour of the uMlalazi Council, that this agreement is signed by both parties on the basis that the Service Provider is an independent Service Provider.

The Service Provider accordingly hereby indemnifies the uMlalazi Municipality and it's officials in respect of all personal accidents, damages, loss (inclusive of theft) and any other actions, claims, legal actions of whatever nature, instituted or threatened to be instituted by whomsoever which actions etcetera are a direct result of the Service Provider's or his/her substitutes conduct in terms of this agreement.

14. CONTRACT MONITORING AND EVALUATION

14.1. Monthly reporting

This Contract will be monitored on a monthly basis and the required performance report is to be submitted monthly with the monthly invoice of the Service Provider. The Municipality reserves the right to introduce or put in place additional performance measures as and when required subject to the agreement of both parties.

14.2. Poor Performance

- 14.2.1.** The Municipality may, in the event of unsatisfactory performance or conflict of interest at any time by prior written notice to the Service provider, suspend the carrying out of the Services or any part thereof for **03 (three)** days in order to afford the Service provider the opportunity to rectify the cause for the

unsatisfactory performance or conflict of interest. In the event that the Service provider fails to remedy the situations as envisaged herein, then the provisions of the terms below shall apply, until such time as the Municipality may determine.

- 14.2.2. Subject to the next paragraph, if amount have not been agreed in advance, the Municipality must pay to the Service provider the fees and the amount reasonably incurred by the Service provider in carrying out the Services to the date of suspension. The Municipality shall not be liable to compensate for any loss of profits or any other loss.

15. PENALTY (Note: Refer to tender document)

- 15.1.** If within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.
- 15.2.** Failure to deliver the goods or service within the period(s) specified in the contract is as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.
- 15.3.** Notwithstanding the provisions of Clauses “Penalties” and “Termination”, the Service Provider 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.

16. CANCELLATION

- 16.1.** The municipality reserves the right to cancel this agreement by way of Three (3) Months Written Notice, in cases where:-
- 16.1.1. Budget becomes unavailable to continue rendering the service.
- 16.1.2. The municipality review its service delivery strategies and mechanisms.
- 16.1.3. It became financial strenuous for the municipality to continue rendering the service.

17. TERMINATION

17.1. Termination due to Default by Service Provider

17.1.1. If the Service provider commits a breach of Contract, the Municipality may suspend payment under the Contract and give to the Service provider a written notice to rectify.

17.1.2. A notice to rectify must:

17.1.2.1. State that it is as notice given under this sub-clause of these Conditions;

17.1.2.2. Specify the alleged breach in detail;

17.1.2.3. Specify the date by which the Service provider must respond to this notice which date shall **not be less than 7 (seven) days** after the date of the notice, and, if, by the time specified in the notice to rectify, the Service provider fails to propose steps to remedy the breach that are satisfactory to the Municipality or fails to actually remedy the breach to the satisfaction of the Municipality, the Municipality may, by further written notice, terminate the contract and claim any other remedies that are available to the Municipality in law;

17.2. Termination on Notice

17.2.1. The Municipality may terminate the Contract at any time by giving the Service provider at least 30 (thirty) days prior written notice.

17.2.2. The period of this notice shall run from the date upon which the notice is received by the Service Provider

17.2.3. If the Contract is terminated pursuant to this sub-clause, the Municipality must pay to the Service provider the fees and the expenses reasonably incurred by the Service provider in Carrying out the Consultancy Services to the date of termination together.

17.2.4. The Municipality shall not be liable for payment to the Service provider for any amount in excess of the amount due and payable for the services already provided by the Service provider and, specifically, no compensation for loss of profits or any other loss shall be payable by the Municipality .

17.3. Termination on Default by Municipality

17.3.1. Should the Municipality fail to perform its obligations of payment in terms of this agreement, the Service provider may, on written notice, require the Municipality to pay within sixty (60) days of the date of the receipt of the notice.

17.3.2. Should the Municipality fail to pay in that time, the Service provider may terminate this agreement.

17.4. Effect of Termination

- 17.4.1. In the event that the Service provider is a joint venture or a consortium upon termination of this Contract, the Service provider might at the discretion of the Municipality be held liable jointly and severally for whatever expenses or damages the Municipality should be entitled to claim in law and/or in terms of this agreement.
- 17.4.2. On the date of termination, the rights and obligations of the Parties described in this contract shall cease.
- 17.4.3. The Service provider will be obliged to hand back all the records and Contract Material that it made use of, or was otherwise in possession and control of, throughout the duration of this Contract and vacate site immediately.

18. DISPUTE RESOLUTION

- 18.1. If any dispute or difference of any kind whatsoever arises between the Council and the Service Provider 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
- 18.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Council or the Service Provider 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.
- 18.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

19. DOMICILIUM CITANDI ET EXECUTANDI

19.1. NOTICES AND DOMICILIA

19.1.1. Addresses and Contact Details

The Parties choose as their respective domicilia citandi et executandi for the purpose of legal proceedings the following physical addresses, and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the said domicilia as well as the following contact numbers –

Contacts Details	The Municipality	
Addresses	uMlalazi Local Municipality	
	Corner Osborn and Hutchinson Street	
	Eshowe, 3815	
Contact No	Municipal Manager	Service Owner (End-User Department)
	Tel: 035 473 3300	Tel: 035 473 3362
Emails:	MunicipalM@umlalazi.gov.za / Nhlakaniphos@umlalazi.gov.za	NtombikhonaM@umlalazi.gov.za AndileS@umlalazi.gov.za

Contacts Details	The Service Provider (To be completed by hand)	
Addresses		
Contact No	Head Office	Project Manager/ Leader
	Tel:	Tel:
	Cell:	Cell:
Emails:		

19.1.2. A party may change its domicilium to other physical address, its e-mail address or any other provided contact details by written notice to other party to that effect. Such change will be effective 7 days after receipt of notice thereof.

19.1.3. All notices to be given in terms of this agreement will be given in writing in English language and be delivered by hand, e-mail or pre-paid postage in a letter addressed to the *domicilium citandi* of the addressee or sent by telefax number of the addressee.

19.2. Any notice so given:-

19.2.1. If hand delivered before 16h00 on a business day, will reputably be presumed to have been received on the day of delivery. Any notice hand delivered after 16h00 on a business day or on a day which is not a business day, will reputably be presumed to have been received on the immediately following business day.

19.2.2. If sent by e-mail, will be reputedly be presumed to have been received 1 day after it has been e-mailed, per-paid postage will reputedly be presumed to have been received within 7 Calendar days.

19.2.3. Any notice written in the English language which is actually received by the party to whom the written notice- is addressed will be deemed to have been properly given and received notwithstanding that such written notice has not been given in accordance with other provisions of this clause.

THE MUNICIPALITY (UMLALAZI MUNICIPALITY)

Thus done and signed by _____ at _____ on
this _____ day of _____ 2025, in the presence of the undersigned
witnesses:-

REPRESENTATIVE **DULY** **AUTHORISED**
SIGNATURE.....
[THE MUNICIPAL MANAGER]

As witnesses: - **for (UMLALAZI MUNICIPALITY)**

1. NAME..... SIGNATURE.....
2. NAME..... SIGNATURE.....

THE SERVICE PROVIDER

Thus done and signed by _____ at _____ on
this _____ day of _____ 2025, in the presence of the undersigned
witnesses:-

REPRESENTATIVE **DULY** **AUTHORIZED**
SIGNATURE
[DULYAUTHORISED MEMBER]

As witnesses: - **For:** [_____
]

COMPANY NAME

1. NAME..... SIGNATURE

2. NAME..... SIGNATURE

ANNEXURE A:

PROCEDURES RELATING TO AIR TRAVEL

Identify Requirement: A member of UMLALAZI identifies a need to travel by a commercial airline company from point A to B. The requirement is submitted to the relevant official to obtain approval to travel by commercial airline company, with an indication that funds are available. Such a requirement would have been properly defined and require no significant changes. Should changes be required, they would be based on positive recommendations from the travel agent or to the advantage of UMLALAZI.

Authorise Request: The official appointed to approve request for travelling, reviews the request and approves it if in letter.

Preliminary Bookings: If approved to travel, the traveller is referred to the booker, who will contact the travel agent and make preliminary bookings. Such bookings will be for the account of UMLALAZI.

Group Travel: In case of more than one person travelling together, bookings may be combined. However, separate air tickets will be issued to individual persons.

Authorise Issuance of Air Ticket: The travel agent will be issued with the following whereby the issuance of the air ticket is authorised by UMLALAZI:

Travel authorisation (Approval of Official Travel, Travel Plan and Accommodation): It is to be noted that, if a combined preliminary booking has been made for a group of travellers, each traveller is to be reflected on the travel authorisation.

Issuance of Air Tickets: Only when the official purchase order/ letter is received, will the travel agent confirm the preliminary booking by issuing the air ticket details to UMLALAZI.

Distribution of Documentation: The distribution of documentation will be as follows:

Official letter signed by the Municipal Manager of his/her delegated official]: The following concerns will be in possession of the indicated copies of the continued document:

The travel agent will have a facsimile or e-mail copy of the letter.

An official of Umlalazi arranging the travel will have the original copy of the letter.

Changes to Air Travel Arrangements: In case of changes occurring to the original travel arrangements, the UMLALAZI booker is to liaise with the travel agent and make the necessary arrangements, with the proviso that such changes are confirmed in writing. The following actions will be taken for the indicated cases:

Cancellation of Travel: The air ticket (where applicable) is to be returned by the booker to the travel agent who will cancel the booking. If payment had been made or an invoice had already been submitted to UMLALAZI, a credit note will be processed. In the event of cancellation fees being levied, the travel agent is to invoice UMLALAZI accordingly.

Changes to Travel: The booker is timeously to approach the travel agent and have the original bookings cancelled. The following will then apply:

No Changes in Tariffs: The booker will obtain new details (on behalf of the traveller) from the travel agent which will enable the traveller to activate for use within the prescribed period in which the air tickets are still valid.

Changes in Tariffs or Levying of Additional Fees: The accountable official is to return the relevant air ticket to the travel agent so that a new ticket can be issued. The tasking authority is to also forward an additional trip authority to cover the increase in tariffs. The amendment is to be confirmed in writing.

Checking-in at Airport: Travellers are to ensure that they timeously check-in at airports to prevent cancellation of bookings or additional costs relating to changes in bookings.

Changes in Booking during Checking-in: Only in exceptional cases may travellers change their original bookings. In these cases the travellers will be obliged to pay any additional costs and refer any claim for reimbursement to the individual that authorised the issuance of the air ticket. Furthermore, travellers may under no circumstances endeavour to have their air tickets changed to help accumulation of personal benefits.

Excess Luggage: Official excess luggage is to be dealt with as follows, whilst private excess luggage remains the responsibility and cost of the traveller concerned:

Prior Knowledge: UMLALAZI is to provide either the traveller with the estimated amount of money, or the travel agent with a purchase order/ letter, depending on the volume and cost of the excess involved.

b. **Checking-in at Airport:** The traveller will be obliged to pay the cost for any excess luggage identified during the checking-in at airports and submit any claim for reimbursement to the individual that authorised the issuance of the air ticket.

Lounges at Airports: Travellers may only use dedicated lounges at airports if it is at no additional cost to the UMLALAZI.

ANNEXURE “B”

PROCEDURES RELATING TO ARRANGEMENTS FOR ACCOMMODATION

Identify Requirement: A UMLALAZI traveller identifies a need to be accommodated during a visit away from his or her residence.

Authorise Request: The official appointed to approve requests for use of accommodation, reviews the request and approves it if in order.

Preliminary Bookings: If approved, the UMLALAZI traveller is referred to the booker, who will contact the travel agent and make preliminary bookings. The travel agent will in all instances book accommodation in the preferred establishments as per UMLALAZI’s travel policy, unless instructed in writing to the contrary by UMLALAZI.

Group Travel: In the case of more than one person requiring accommodation, bookings are to be combined.

Method of Payment: The UMLALAZI will effect payment for accommodation directly to the travel agent after receipt of invoice as prescribed in Annexure D.

Authorise Issuance of Voucher for Accommodation: The travel agent will receive written confirmation by way of a purchase order/letter, of accepting the preliminary booking, whereby the issuance of the voucher for accommodation is authorised by the UMLALAZI.

Issuance of Voucher for Accommodation: When the approval of Official Travel, Travel Plan and Accommodation is received, the travel agent will confirm the preliminary booking by issuing the voucher for accommodation to UMLALAZI.

Delivery of Voucher for Accommodation: The travel agent will deliver the voucher for accommodation to the accountable officer/his or her nominee or the point of delivery or collection.

Collection of Voucher for Accommodation: It is to be noted that only in exceptional cases and as mutually agreed between the travel agent and UMLALAZI, may vouchers for accommodation be collected from the travel agent.

Changes and cancellations to Accommodation Arrangements: If changes occur to the original accommodation arrangements, the booker is to liaise with the travel agent and make the necessary arrangements, with the proviso that such changes are confirmed in writing.

Arrival at Accommodation Establishment: At the reception, the person will hand in the voucher for accommodation, sign the required documents and take possession of the room keys. In the case of combined bookings, all persons will individually sign the required documents and take possession of their own room keys.

Non-utilisation of Accommodation Establishment: In the event of the accommodation not being used as booked and the establishment not timeously being advised of any cancellation or changes to the bookings, such non-utilisation of accommodation is to be reported to the travel agent.

Departure from Accommodation: Before departure, each person must pay for any additional costs and hand in the room keys.

NB: Hotel bookings are to be made on a bed, breakfast and dinner basis and parking only, unless specifically authorised to book on another basis, and it must be made clear to the hotel at the time of making the booking that the individual persons will be responsible for all other costs excluding meals, such as telephone expenses, dry cleaning, alcoholic beverages, etc.

ANNEXURE “C”

PROCEDURES RELATING TO ARRANGEMENTS FOR VEHICLE RENTAL/CAR HIRE

Identify Requirement: An official of UMLALAZI identifies a need to utilise a vehicle/car during a visit away from his or her official place of work.

Authorise Request: The official appointed to approve requests for use of transport, reviews the request and approves it if in order.

Preliminary Bookings: If approved, the traveller is referred to the booker, who will contact the travel agent and make preliminary bookings. The travel agent will in all instances hire a vehicle from the preferred vehicle rental/car hire agent.

Group Travel: In the case of more than one person requiring transport, bookings are to be combined. The travel agent must issue one voucher for vehicle rental/car hire in respect of the combined booking.

Method of payment: UMLALAZI will effect payment for vehicle rental/car hire directly to the travel agent after receipt of the invoice as prescribed in Annexure E.

Authorise Issuance of Voucher for vehicle rental/car hire: The travel agent will receive written confirmation by way of a purchase order/letter, of accepting the preliminary booking, whereby the issuance of the voucher for vehicle rental/car hire is authorised by UMLALAZI.

Issuance of Voucher for vehicle rental/car hire: When the approval of a purchase order/letter is received, the travel agent will confirm the preliminary booking by issuing the voucher for vehicle rental/car hire to the booker.

Delivery of Voucher for vehicle rental/car hire: The travel agent will deliver the voucher for car hire to the traveller or his/her nominee or the point of delivery or collection.

Collection of Voucher for vehicle rental/car hire: It is to be noted that only in exceptional cases and as mutually agreed between the travel agent and UMLALAZI, may vouchers for car hire be collected from the travel agent.

Changes and cancellations to vehicle rental/car hire arrangements: If changes occur to the original vehicle rental/car hire arrangements, the booker is to liaise with the travel agent and make the necessary arrangements, with the proviso that such changes are confirmed in writing. The following actions will be taken for the indicated cases.

Arrival at a vehicle rental/car hire agency: At the reception, the person will hand in a vehicle rental/car hire voucher, sign the required documents, inspect the vehicle and its accessories and take possession of the vehicle.

Non-utilisation of the hired vehicle: In the event of the hired vehicle not being utilised as booked, and the car hire company not timeously being advised of any cancellation or changes to the bookings, such non-utilisation of the hired car is to be reported to the relevant travel agent.

Handing over of a rented vehicle/hired car: When a vehicle is handed over to a car hire agency, the person receiving the vehicle must inspect the vehicle in the presence of the person handing it over and complete and sign a vehicle inspection sheet.

ANNEXURE “D”

PROCEDURES RELATING TO SUPPLY OF SUPPORTING SERVICES

Identify Requirement: The booker establishes whether any supporting services are required and that funds are available to finance it. Such supporting services could relate to, among others, receptions at airports, arrangements for conferences etc. Requests for these supporting services will be submitted to the relevant individual for approval.

Authorise Request: The official authorised to approve request of this nature will review the request and approve it if in order.

Preliminary Arrangements: If the request is approved, this will be referred to the booker, who will contact the travel agent and make preliminary arrangements.

Price Quotations: To enable the bookers to have a record of applicable tariffs, the travel agent is to give the booker price quotations for each type of supporting service required.

Authorise Arrangements: The travel agent will be issued with the necessary documentation, whereby the arrangements will be authorised by UMLALAZI, for example by means of a purchase order/letter.

Provision of Supporting Services: The travel agent is to ensure that the required supporting service is provided.

Private Requirements: It could occur from time to time that the traveller requires additional arrangements to be made whilst travelling, for example to include a period on leave, travelling to other points or having the spouse accompanying him or her whilst travelling. Such arrangements are to be made by the traveller and will be to the personal account of the traveller.

Travelling Gifts: The providing of travelling gifts by the travel agent or any other company involved with the intended travel will be done at the initiative of the travel agent or company concerned and will under no circumstances be a requirement from UMLALAZI or travellers concerned. Should any such gifts be provided to the travellers, the recipients are to ensure that they declare such gifts in the prescribed manner.

ANNEXURE “E”

PROCEDURES RELATING TO PAYMENT

Submission of Invoices: If travel authorisations were submitted to the travel agent, the travel agent will give UMLALAZI the required invoices at least on a weekly basis or as may be practicable, preferably after the travel period has lapsed. In order to facilitate the matching of invoices to a specific order, it is required that invoices in respect of air travel, accommodation and car hire be submitted simultaneously. Account statements must be submitted on a monthly basis. Invoices are payable on 30 days from the date invoices are received. The invoices are to contain the following minimum basic information and additional specific information relating to the indicated service provided:

Basic Information

Invoice number and date.

Travel agent’s name and address.

Person’s name.

A copy of the initial authorisation letter.

Amount (including VAT).

uMlalazi VAT number, and VAT number of the travel agent, and must be clearly marked “Tax Invoice” where an invoice is a copy it must be clearly marked “copy of tax invoice”

Air Travel Information

Date of travel.

Air ticket number.

Airline company name.

Passenger’s name.

Accommodation

Date and period of accommodation.

Service Provider.

Name of Person.

Copy of service provider’s invoice and detailed service vouchers.

Vehicle Rental/Car Hire

Date and period of travel.

Service Provider (vehicle rental/car hire agency).

Name of Person (official who utilised vehicle

Copy of service provider's invoice.

Class of vehicle utilised.

Certification and authorisation of Invoices: Upon receipt of invoices, a municipal employee responsible for invoices will do the following:

Basic Check: Ensure that invoices compare with the relevant documentation and forward to relevant Department(s) for certification and authorisation.

Air Travel: Ensure that the air tickets issued compare with relevant information of the air tickets reflected in the invoices and with copies of the travel authorisation form. In case of the issue of a replacement air ticket for a lost air ticket, a supporting document verifying the change is to be attached to the invoice.

Submission for Payment: The booker will submit the following payment documentation to the Finance section so that payment can be made:

Payment copies of the relevant documentation.

Original invoices (certified by the traveller and duly authorised for payment).

Correspondence amending the amounts or amending numbers of relevant tickets replacing lost tickets on invoices.

Payment: The following methods of payment will occur:

When the payment documentation is received, the Finance section will verify that all the required documentation had been received and are correct before processing payment.

Credit notes: Credit notes are to contain the following minimum information:

Credit note number and date.

Travel agent's name and address.

Person's name.

Initial authorization letter.

Invoice number and date.

Amount (including VAT). If applicable

ANNEXURE “F” FORMAT OF MANAGEMENT REPORTS

Information per traveller: UMLALAZI requires that detail per department be reflected in monthly-submitted management reports. The information is to reflect the following per department:

Air Travel

Date of travel.

Passenger’s particulars.

Airlines travelled.

Cost relating to airport taxes or excess luggage.

Cost of air travel.

Amount saved as in relation to most expensive standard tariff in specific class of travel.

Percentage saving as in relation to most expensive standard tariff in specific class of travel.

Total amount spent per airline used for the specific.

Total amount spent for the specific month.

Total amount saved for the specific month.

Total accumulative amount saved for the specific year.

Total percentage of saving for the specific year.

Accommodation

Date and period of accommodation.

Name of person.

Service provider.

Cost of accommodation.

Amount saved in relation to most expensive standard tariff in specific class of accommodation.

Percentage saving in relation to most expensive standard tariff in specific class of accommodation.

Total amount spent per service provider used for the specific month.

Total amount spent for the specific month.

Total amount saved for the specific month.

Total accumulative amount spent per service provider used for the specific year.

Total accumulative amount saved for the specific year.

Total percentage of saving for the specific year.

Vehicle Rental/Car Hire

Date and period of travel.

Name of person.

Service provider.

Total distance travelled and total cost.

Amount saved in relation to most expensive standard tariff or specific class of vehicle.

Percentage saving in relation to most expensive standard tariff for specific class of vehicle