



## UMKHANYAKUDE DISTRICT MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS

**BID No** **SCMU \_003/2022/2023**

**BID DESCRIPTION:** **APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS**

**TOTAL BID AMOUNT:** **N/A (Hourly Rate Quotation) .....**

**AMOUNT IN WORDS** **N/A(Hourly Rate Quotation).....**

**CLOSING DATE:** **12:00p.m, Wednesday, 09 November 2022**

**NAME OF BIDDER:** .....

**CONTACT PERSON:** .....

**STREET ADDRESS** .....

.....

**TEL:** ..... **CELL:** .....

**FAX:** ..... **E-MAIL:** .....

**PREPARED FOR:**  
Umkhanyakude District Municipality  
13433 Kingfisher Avenue  
Mkuze

**INVITATION TO BID**

**uMkhanyakude District Municipality** invites prospective service providers to submit bids in accordance with the Terms of Reference provided in this invitation.

BID NO.	PROJECT NAME
SCMU 004_/2020/21	APPOINTMENT OF A SERVICE PROVIDER TO TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS
COLLECTION OF BID DOCUMENTS:	Bid documents available on <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> .
COMPULSORY SITE INSPECTION AND BRIEFING MEETING:	N/A
BID CLOSING:	<b>12:00 pm, Wednesday, 09 November 2022.</b> Bids must be delivered at uMkhanyakude District Municipality Offices no later than the time and date indicated above. The delivery address is 13433 Kingfisher Avenue, Mkuze, KwaZulu-Natal.

**The Bid evaluation process will be conducted in four stages as follows:**

**Stage 1:** Administrative Compliance.

**Stage 2:** Preferential Procurement Policy Regulations of 2017 using the 80:20 points system, where 80 points are allocated to price and 20 points are allocated to B-BBEE Level of Contribution

**Stage 3:** Award Criteria

✓ **See attached Evaluation Criteria**

Bids must be sealed, externally endorsed with the **Project Name: APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS** . Bid No: **SCMU \_003\_/2022/2023** to be deposited in the uMkhanyakude District Municipality Tender Box, 13433 Kingfisher Avenue, Mkuze.

All enquiries regarding this bid must be directed **in writing** to the uMkhanyakude District Municipality Office of the Municipal Manager contact person: Kenneth Ntshangase (SCM).

***Should you not receive communication from uMkhanyakude District Municipality within 90 days of submitting your bid; accept your submission is unsuccessful.***

### **TENDER SUBMISSION CHECKLIST**

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

<b>No.</b>	<b>Description</b>	<b><u>Tenderer to Tick (✓)</u></b>	<b><u>For Official Use Only</u></b>	
1	Has the Tender Document been completed in <b>INK</b> and all corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
2	Has all tendered rates been priced in <b>INK</b> and corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		<b>D</b>	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	<b>N/A</b>	<b>D</b>	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		<b>D</b>	
7	Has the "Tender Form" been completed and signed?		<b>D</b>	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017" been completed in its entirety and signed?			
9	As an <b>EME</b> , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
10	As a <b>NON-EME</b> , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid Tax Clearance Certificate and a Tax Clearance Status Verification Pin attached to the tender document?		<b>D</b>	
12	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		<b>D</b>	

**\*\*\* D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : \_\_\_\_\_

Signature : \_\_\_\_\_

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

## **TENDER NOTICE**

The uMkhanyakude District Municipality hereby invites tenders from qualified and experienced internal audit professional Service Providers to assist the Municipality's Internal Audit Unit in the provision of internal audit and other related professional services as and when the need arises.

Tender documents will be made available to tenderers from **12h00** on 20<sup>th</sup> of October **2022**.

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on **[www.etenders.gov.za](http://www.etenders.gov.za)**.

Any enquiries relating to this tender must be forwarded to [kenneth@ukdm.gov.za](mailto:kenneth@ukdm.gov.za) (SCM related). **Note that no enquiries will be attended to within the last seven (7) calendar days before the date of tender closing.**

Tenders must be submitted in hard copy contained in sealed envelopes and marked with “**Contract No. SCM \_003 2022/2023**” and the **Contract Description** must be placed in the Tender Box located in the Foyer, Municipal Building, not later than **12h00 on Monday 09 November 2022** when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

**Tender Validity Period:** Three (3) months commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria:** The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria:

<b>Criteria for Functionality</b>	<b>Documents to be attached</b>	<b>Maximum Points</b>
List of services rendered with contact details of the client(s), copies of orders and or appointment letter  Reference letters with contact details must be linked to the list provided.	<b>Bidder's relevant experience in the travel agency</b>  Successful completion of similar service: <b>Reference letters provided = 5</b>  Above 5 letters = 5  4 to 3 letters = 3  2 to 1 letter = 2  <b>Value of the services rendered = 5</b>  Up to the value of R500 000 = 3  Up to the value of R1 000 000 = 4  Above the value of R1 000 000 = 5	10
Demonstrate the ability through;  (i) Infrastructure	<b>(i) Human Resources to be used in completing the</b>	15

(ii) (iii) Capacity Management and Support of Municipal contracts (Dedicated officials )	<p align="center"><b>project successfully and relevant qualifications</b></p> <p><b>CV's required = 5</b></p> <p>5 CV = 5 4 CV = 4 3 CV = 3 2 CV = 2 1 CV = 1 (CV and relevant qualification)</p> <p>(ii) Experience in the industry of the company and staff, client base, current in-house experience, support services = 5</p> <p>Above 10 years = 5 9 to 7 = 4 6 to 4 = 3 3 to 1 = 2 Less than year = 1</p> <p>(iii) A bank statement showing at least a credit balance not less than R500 000 or letter of commitment to provide funding from a financial service provider = 5</p> <p>Up to the value of R500 000 = 1 Up to the value of R1 000 000 = 2 Up to the value of R2 000 000 = 3 Up to the value of R3 000 000 = 4 Above the value of R3 000 000 = 5</p>	
Demonstrate the ability to implement contract on both domestic and international trips	<b>Project plan</b>	10
The proximity of the service provider to the Municipality	Proof of residence, leasing/rental agreement if not the owner/ affidavit and/ or municipality account in the name of the owner (not older than 3 months at date of the closing of the bid  KwaZulu-Natal Province = 5  Outside of KwaZulu-Natal = 3	5
<b>TOTAL FOR FUNCTIONALITY</b>		<b>40</b>

Functionality scores per criterium will be added. Only bidders that have met or exceeded the minimum threshold of **16 Points** for functionality will be evaluated further and scored in terms of the pricing and socio-economic goals.

Any proposal not meeting the minimum score of **16 Points** on the technical/ functionality evaluation will be disqualified.

The maximum of (3) three travelling management companies will be appointed to render the service to the Municipality. The Municipality will negotiate the flat rates with all the bidders.

Provide a copy of the CSD Registration 'Summary Report'

Proof of registration ASATA/ IATA (certified copy of accreditation certificate)

- (i) Bidders are required to submit their international Air Transportation Association (IATA) and/ or Association of Southern African Travel Agents (ASATA) license / certificate (certified copy) at closing date of the bid
- (ii) When a bidding company is using a 3<sup>rd</sup> party IATA or ASATA license, such bidders are required to submit a copy of the agreement between the bidding company and the ASATA/ IATA registered company together with a certified copy of the accreditation certificate of the latter company at closing date of the bid. This arrangement must be at no extra cost to the Municipality.

The Umkhanyakude District Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The District Municipality expects businesses within the uMkhanyakude Region to support its contract and BEE/SMME initiatives.

**Mr WM Nxumalo**  
**Acting MUNICIPAL MANAGER**

## **STANDARD CONDITIONS OF TENDER**

### **1. DOCUMENTS**

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

### **2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING**

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

### **3. SUBMISSION OF TENDERS**

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the District Municipal Offices by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the District Municipal Offices, no later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any

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extension of time be allowed for the submission of tenders. Tenders shall remain valid for three (3) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

#### **4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES**

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

#### **5. IMPORT PERMITS**

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

#### **6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system.

It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website [www.csd.gov.za](http://www.csd.gov.za). Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at [database@kzntreasury.gov.za](mailto:database@kzntreasury.gov.za).

**With effect from 01 July 2016, the uMkhanyakude District Municipality stopped to award any tender to a supplier not registered as a prospective supplier on the CSD.** Accordingly, negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

**Failure to provide the above information shall render the tender to be disqualified.**

## **7. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

Tenderers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. four (4) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted a Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to

indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

## **8. RATES**

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

## **9. INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Accounting Officer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

## **10. ACCEPTANCE OF ANY TENDER**

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

### **Formal agreement will be signed.**

A Service Level Agreement will be entered into with the successful Service Provider. A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of

Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

#### **11. DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses Stand 13433 King Fisher Road, Remainder of Harlingen Farm Mkuze 3965 as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

#### **12. DATA SHEETS**

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). **Failure to comply with these provisions will render the offer unresponsive (invalid).**

#### **13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

#### **14. MUNICIPAL FEES**

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

#### **15. APPEALS AND/OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management and Provincial

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Treasury Municipal Bids Appeals Tribunal. In the event that an appeal and/or objection is lodged, the above procedure shall apply.

**16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

Tenderers shall be required to submit, together with the tender document, a valid original or certified copy of their B-BBEE status verification certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice and must be valid until the closing date of the tender.

Tenderers who have submitted a valid and original or certified copy of their B-BBEE Status Level Verification Certificate or a sworn affidavit to the Council for any other contract need not submit a further Verification Certificate or a sworn affidavit provided that the Verification Certificate or a sworn affidavit previously submitted is still valid until the closing date of this tender. In this instance, the Tenderer will be required to indicate below the Contract No. in order to qualify their tender.

<b>Contract No.</b>	
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**17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

Tenderers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
  - a) The Declaration of Interest Form;
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
  - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

## **18. COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in tenders;
- (iv) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (v) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

## **19. ADJUDICATION CRITERIA**

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

## UMKHANYAKUDE DISTRICT MUNICIPALITY

### DEFINITIONS

- 1) The following definitions apply: -
- 2) "**Council**" means Umkhanyakude District Municipality (UKDM).
- 3) "**Head: Supply Chain Management**" means the Head: Supply Chain Management of the day of the Umkhanyakude District Municipality or the Manager's duly appointed Representative.
- 4) "**Accounting Officer**" means the : Office of the Municipal Manager of uMkhanyakude District Municipality or the said Manager's duly appointed Representative.
- 5) "**Service Provider/Contractor**" means the person, firm, Service Provider or company whose tender has been accepted by the District Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.
- 6) "**Special Conditions**" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.
- 7) "**Drawings**" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 8) "**Contract Document**" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.
- 9) "**Goods**" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.
- 10) "**The Tender**" means the written offer made by the Service Provider to the Council.
- 11) "**Preferential Procurement Policy**" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).
- 12) "**SARS**" means the South African Revenue Services.

**UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCM 003 OF 2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS**

**TERMS OF REFERENCE**

**1. Deliverables/ scope of work**

The successful service provider will be expected to perform the following:

The appointed service provider will be required to coordinate domestic and international travel, accommodation arrangements including procurement of venue hire for conferences, workshop packages as and when required by the UMKHANYAKUDE DISTRICT MUNICIPALITY. All travelling and accommodation requirements must be dealt with in line with the UMKHANYAKUDE DISTRICT MUNICIPALITY Travel and Subsistence policy and cost containment measures to enforce compliance.

The UMKHANYAKUDE DISTRICT MUNICIPALITY is seeking a travel 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 UMKHANYAKUDE DISTRICT MUNICIPALITY's 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 UMKHANYAKUDE DISTRICT MUNICIPALITY's employees as much as possible to ensure the highest level of customer satisfaction with proactive participation in advising and guiding prospective travellers.

The appointed Travel Agent will be expected to provide travel services from 08h30 to 16h30 during working days, in addition, Travel Agent shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel services are required. This service may not be outsourced to another service provider.

The official travel requirements for UMKHANYAKUDE DISTRICT MUNICIPALITY employees shall be afforded the highest priority which is timely and effective processing.

On exceptional cases official travel including new staff, participants in meetings, interviews and staff from other provinces must be organized with a period of 7 days however emergency must be responded within 24 hours.

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 UMKHANYAKUDE DISTRICT MUNICIPALITY.

**SERVICES REQUIRED**

The UMKHANYAKUDE DISTRICT MUNICIPALITY will require the following services, but not limited to:

**AIR TRAVEL (DOMESTIC AND INTERNATIONAL)**

**1 Reservation and Ticketing**

a) For every duly approved travel request, Travel Agent shall immediately source formal quotations and make bookings based on the lowest (cheapest), acceptable fare and the most direct and convenient routing.



- b) In the event that required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present three (3) alternatives where possible.
- c) Travel Agent shall promptly issue and deliver accurately messages (i.e. sms and/or e-mail) showing the accurate status of traveller's booking arrangements and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus schedules prior to or during the traveller's official trip. Tickets and billing shall be modified or issued to reflect these changes.
- d) Travel Agent shall accurately advise the UMKHANYAKUDE DISTRICT MUNICIPALITY of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- e) Travel Agent must ensure that all travelling staff has the relevant travel documents for their journeys sufficiently before departure.
- f) Air tickets shall be issued only for airlines/airline companies who are duly licenced for domestic/international air travel, for example, the International Air Transportation Association (IATA)
- g) Travel Agent shall only act on duly approved travel requests for official travel submitted by the responsible staff of the UMKHANYAKUDE DISTRICT MUNICIPALITY. Travel Agent shall be given copies of UMKHANYAKUDE DISTRICT MUNICIPALITY travel policies and procedures and shall be fully familiar and always comply with these policies and procedures for all UMKHANYAKUDE DISTRICT MUNICIPALITY official travel.

## 2 CHANGES IN AIR TRAVEL ARRANGEMENTS:

- a) In case of changes occurring to the original travel arrangements, the traveller is to liaise with the Travel Agent and make necessary arrangements, with the provision that such changes are confirmed and approved in writing and /or via the SAP interface. The following actions will be taken for the indicated cases

## 3 ACCOMMODATION AND MEALS

- a) Planning, arranging, confirming, amending, and paying domestic/international accommodation as per UMKHANYAKUDE DISTRICT MUNICIPALITY Travel Policy and cost containment measures.
- b) Negotiating discounts on standard tariffs with all available hotel groups, private hotels, guest houses, etc.

## 4 CONFERENCE AND EVENT MANAGEMENT

- a) The UMKHANYAKUDE DISTRICT MUNICIPALITY will request the service provider to facilitate the procurement, reservation and payment of venue hire for conferences and workshops in various provinces.
- b) The UMKHANYAKUDE DISTRICT MUNICIPALITY reserves the right to verify the suitability of the venue based on what is being required for and the quality thereof by the UMKHANYAKUDE DISTRICT MUNICIPALITY's dedicated resources.
- c) The service provider will be required to negotiate discounts on standard tariffs with all available and appropriate venues, etc.
- d) The UMKHANYAKUDE DISTRICT MUNICIPALITY reserves the right to use other resources to execute the conference and event management services.

## 5 CAR RENTAL/HIRE/ SHUTTLE /BUS/ TRAIN SERVICES

- a) Booking, confirming, amending and paying for vehicles with or without the services of a driver as per UMKHANYAKUDE DISTRICT MUNICIPALITY Travel Policy, where applicable
  - b) Booking, confirming, amending and paying for train and / or bus services, where applicable.
  - c) Booking, confirming, amending and paying shuttle service requirements with any contracted company rendering a shuttle and / or chauffeur services, where applicable
  - d) Negotiating discounts on standard tariffs with all available car rental and bus rental companies.
  - e) The Travel Agent must ensure that shuttle service suppliers are compliant with the rules that govern the public transport industry.
-

## 6 INSURANCE

The Travel Agent must organize a super cover insurance, but not limited to other risks associated with travelling such as:

- a) Emergency medical and related expenses
- b) Loss of life, bodily harm etc.
- c) Rental car collision damage
- d) Luggage loss
- e) Unforeseen circumstances

## 7 PARKING FACILITIES

The Travel Agent must organize parking facilities as and when required but not limited to:

- a) Airport
- b) Bus/train stations
- c) Hotel/Guest houses etc.
- d) Conference/Workshop venues

## 8 CANCELLATIONS OF TRAVEL:

- a) In the event of a cancellation the UMKHANYAKUDE DISTRICT MUNICIPALITY nominated person will inform the Travel Agent to cancel the booking in terms of the SLA.

## 9 CHANGES TO TRAVEL:

- a) The UMKHANYAKUDE DISTRICT MUNICIPALITY nominated person is expected to approach the Travel Agent and have the original arrangements cancelled, timeously.
- b) This refers to changes in air tickets for dates and/or time and the Travel Agent is to provide new costs and updated travel information.

## 10 VALUE ADDED SERVICES

- a) The service provider will be required to indicate the value-added services that they can provide to the UMKHANYAKUDE DISTRICT MUNICIPALITY.

## 11 SERVICE, SUPPORT, SET UP AND LEGAL REREQUIREMENTS

- a) International Air Transport Association (IATA) accreditations must be provided.
- b) Association of Southern African Travel Agents (ASATA) or any travel professional body will be added advantage.
- a) Furthermore, the bidder must be able to demonstrate the ability to be ticketed using the IATA system.

## Submission of Proposals

- Bids must be submitted in a sealed envelope clearly marked “**MUNICIPAL MANAGER, UMKHANYAKUDE DISTRICT MUNICIPALITY, TENDER NUMBER: SCMU 003/2022/2023, APPOINTMENT OF A SERVICE PROVIDER TO RENDER OF TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS.**”
- and must be deposited in the Tender Box situated at uMkhanyakude District Municipality Offices, on or before the closing date, **Wednesday, 09 November 2022 at 12h00**, where after they will be opened in public. Late bids and bids submitted via facsimile or email will not be accepted.
- For tenders to be responsive the following conditions will be applicable during the evaluation of bids:
- Tax Compliant status as per CSD (Central Supplier Database);
- Copy of company registration Certificate;
- Certified copies ID of shareholders
- Latest Municipal statement (rates and taxes) not older than 3 months and a copy of a lease agreement and the confirmation of the landlord that the payments are up to date.
- Letter of Authority for signatory
- Attendance of the compulsory briefing session
- Proof of registration with IATA/ ASATA.
- Tender document completed in full.
- BBBEE certificate obtained from accredited agencies by SANAS or registered auditors approved IRBA (Independent Regulatory Broad of Auditors) or in case Exempted Micro Enterprises, the BBBEE certificate may be issued by registered Accountant as well.

## 1. EVALUATION CRITERIA

### a) First stage

#### Functionality Evaluation

All proposals will be evaluated in terms of functionality with maximum of 40 functionality points. All proposals meeting minimum scores of 16 points will be considered for the next final evaluation stage whereby proposals where the most cost-effective proposal will be considered.

Criteria for Functionality	Documents to be attached	Maximum Points
<p>List of services rendered with contact details of the client(s), copies of orders and or appointment letter</p> <p>Reference letters with contact details must be linked to the list provided.</p>	<p><b>Bidder's relevant experience in the travel agency</b></p> <p>Successful completion of similar service:</p> <p><b>Reference letters provided = 5</b></p> <p>Above 5 letters = 5</p> <p>4 to 3 letters = 3</p> <p>2 to 1 letter = 2</p> <p><b>Value of the services rendered = 5</b></p> <p>Up to the value of R500 000 = 3</p> <p>Up to the value of R1 000 000 = 4</p>	10

	Above the value of R1 000 000 = 5	
<p>Demonstrate the ability through;</p> <p>(iv) Infrastructure (v) Capacity (vi) Management and Support of Municipal contracts (Dedicated officials )</p>	<p><b>(iv) Human Resources to be used in completing the project successfully and relevant qualifications</b></p> <p><b>CV's required = 5</b></p> <p>5 CV = 5 4 CV = 4 3 CV = 3 2 CV = 2 1 CV = 1 (CV and relevant qualification)</p> <p>(v) Experience in the industry of the company and staff, client base, current in-house experience, support services = 5</p> <p>Above 10 years = 5 9 to 7 = 4 6 to 4 = 3 3 to 1 = 2 Less than year = 1</p> <p>(vi) A bank statement showing at least a credit balance not less than R500 000 or letter of commitment to provide funding from a financial service provider = 5</p> <p>Up to the value of R500 000 = 1 Up to the value of R1 000 000 = 2 Up to the value of R2 000 000 = 3 Up to the value of R3 000 000 = 4 Above the value of R3 000 000 = 5</p>	15
Demonstrate the ability to implement contract on both domestic and international trips	<b>Project plan</b>	10
The proximity of the service provider to the Municipality	<p>Proof of residence, leasing/rental agreement if not the owner/ affidavit and/ or municipality account in the name of the owner (not older than 3 months at date of the closing of the bid</p> <p>KwaZulu-Natal Province = 5</p>	5

	Outside of KwaZulu-Natal = 3	
<b>TOTAL FOR FUNCTIONALITY</b>		<b>40</b>

Functionality scores per criterium will be added. Only bidders that have met or exceeded the minimum threshold of **16 Points** for functionality will be evaluated further and scored in terms of the pricing and socio-economic goals. Any proposal not meeting the minimum score of **16 Points** on the technical/ functionality evaluation will be disqualified.

The maximum of (3) three travelling management companies will be appointed to render the service to the Municipality. The Municipality will negotiate the flat rates with all the bidders.

Provide a copy of the CSD Registration 'Summary Report'

Proof of registration ASATA/ IATA (certified copy of accreditation certificate)

- (iii) Bidders are required to submit their international Air Transportation Association (IATA) and/ or Association of Southern African Travel Agents (ASATA) license / certificate (certified copy) at closing date of the bid
- (iv) When a bidding company is using a 3<sup>rd</sup> party IATA or ASATA license, such bidders are required to submit a copy of the agreement between the bidding company and the ASATA/ IATA registered company together with a certified copy of the accreditation certificate of the latter company at closing date of the bid. This arrangement must be at no extra cost to the Municipality.

In addition to the above requirements, Service Providers must maintain full support services, which include the following:

- 1) Management of resources;
- 2) Project Management (from planning to output);
- 3) Guarantee of quality in the services provided; and
- 4) Contractual control for resources supplied.

## **5.0 TRANSFER OF SKILLS**

The plan for the transfer of skills should be included and must be demonstrable. The plan will be evaluated on a regular basis.

## **6.0 DELIVERABLES**

The output requirement is to provide the uMkhanyakude Municipality's Budget and Treasury Office with capacity support in a form of a co-sourced arm of by producing annual financial statements supported by complete and signed off working paper files, training workshops and sessions, manpower, etc, "as and when" required.

## **7.0 COMPETENCY/EXPERTISE REQUIRED**

- Knowledge and expertise in the application of the best practice audit methodologies suitable for the local government sector institutions.
- A clear and excellent understanding of the dynamics of the local government environment.
- Competency of specialist in the Travelling Agency services in performing various travel arrangements.
- Service Providers shall provide only personnel with the required competency and skills necessary to complete the assigned tasks and trainees must be brought in at the cost of the Service Provider.

## **8.0 COMMUNICATION AND REPORTING**

- 8.1 The successful tenderer(s) will report to the Municipal Manager for administration in relation to various assignments, according to agreed terms as would be documented on the subsequent Service Level Agreements (SLAs) and contracts.

## **9.0 DETAILS OF SERVICE PROVIDER'S PROPOSAL**

9.1 Company/individual profile.

9.2 Methodologies to be applied in various assignments (refer to scope). Similar assignments undertaken, contactable references, nature of assignments, duration and number of persons developed resulting from the assignments.

Profile of various audits specialist as depicted on the scope above.

## **10.0 MANDATORY CONDITIONS**

10.1 Proposals may be submitted for any or all of the categories indicated in the scope above. Responses should, however, clearly indicate which category the tenderer is responding to and include the following:

10.2 Where an entity forms a joint venture or a consortium with (an) other entity(s), the parties to this agreement must express in the tender proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.

10.3 The Service Providers or the proposed team must be registered with the IATA as members in good standing.

10.4 The Services Providers must have an office in the Province of KwaZulu-Natal that is functional.

10.5 Proposals should also clearly indicate how tenderers intend to transfer skills to the Municipal staff. This should particularly indicate how this was done in previous assignments.

10.6 The successful tenderer(s) will enter into a contractual agreement(s) with the uMkhanyakude Municipality confirming the appointment on the list of Service Providers.

10.7 The successful tenderer(s) will ensure that copyright in any document produced and the patent rights or ownership of reports and working paper files, any system or process designed or devised by the tenderer(s) in the course of the travel agency services is vested in the municipality.

10.8 The appointed Service Provider(s) may not recruit or shall not attempt to recruit an employee of the principal for purposes of preparation of the tender or for the duration of the execution of this contract or any part thereof.

10.9 Payment will only be made upon approved deliverables.

## **11.0 CONTACT PERSONS**

For any **enquiries**, please contact the Project Champion:

Office of the Municipal Manager

Telephone No: 035 – 573 8660

E-mail Address: [mm@ukdm.gov.za](mailto:mm@ukdm.gov.za).

Mr K. Ntshangase

Supply Chain Management Unit

Telephone No: 035 – 573 8660

E-mail Address: [kenneth@ukdm.gov.za](mailto:kenneth@ukdm.gov.za)

## **12.0 TENDER BRIEFING MEETINGS**

Due to the ongoing Covid-19 pandemic and the regulations and safety concerns imposed thereof, no Tender Briefing Meetings are currently being conducted by the uMkhanyakude Municipality.

## **13.0 SUBMISSION OF TENDERS**

A completed tender document with all necessary attachments (one copy), together with a scanned copy either on a Compact Disc (CD) or USB-Flash Drive securely attached to the tender document, must be submitted in a sealed envelope on the closing date of tender.

#### **14.0 CONTRACT PERIOD**

The contract period will run for 12 months, date of acceptance of appointment will be the commencement date.

The Service Provider must be in a position to commence with its duties within ten (10) working days from the date of appointment.

The successful Service Provider(s) shall sign a Service Level Agreement with the uMkhanyakude District Municipality.

#### **15.0 ESCALATION**

The tenderers must state whether the price is to remain firm for the duration of the contract period or is subject to escalation. If it is subject to escalation, state the type and intervals of escalation eg. CPIX or a percentage.

#### **16.0 PENALTIES**

Invoices for work not completed or of poor quality will not be paid for. In cases of delay in the delivery of the service, an assessment will be done on the root cause and a decision made based on the findings. Any delays on the part of the Consultant(s) will result in a penalty of one percent (1%) of the total fee of an assignment per day which will be deductible from the invoice.

#### **17.0 PLACE OF DELIVERY AND DELIVERY PERIOD**

Services shall be provided in all municipal offices and offices of the entities of the municipality. The services shall be delivered to the Chief Financial Officer through various Senior Managers and Managers within the delivery timeframes and shall be communicated on an audit assignment basis from time to time.

#### **18.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.**

All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

- (1) The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
- (2) The Compensation for Occupational Injuries and Diseases (COID) Act (Act No. 130 of 1993)
- (3) The Labour Relations Act (Act No. 66 of 1995)
- (4) The Basic Conditions of Employment (BCE) Act (Act No. 3 of 1983)
- (5) The Income Tax Act (Act No. 58 of 1962)
- (6) The Value Added Tax (VAT) Act (Act No. 89 of 1991) Section 17 permissible deductions of input tax.
- (7) The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
- (8) The Preferential Procurement Regulations, 2017
- (9) The uMkhanyakude District Municipality's Bylaws
- (10) Registration with the Institute of Internal Auditors of South Africa
- (11) Standards for the Professional Practice of Internal Auditing by the Institution for Internal Auditors (SA)

#### **19.0 INSPECTION OF SERVICE PROVIDER'S PREMISES**

The Municipality reserves the right to inspect the Service Provider's premises to verify the existence and functionality of such an office.

## 20.0 **EVALUATION CRITERIA**

- 20.1 The Preferential Procurement Regulations 2017, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 (PPPFA) will apply in the evaluation and adjudication of this tender. The evaluation criterion to be used is the 80/20 Preferential Point System. Two stage tendering process will apply.
- 20.2 Prospective tenderers are required to complete the Preferred Point Claim Form in respect based on their B-BBEE Status Level Verification Certificates.
- 20.3 Prospective tenderers will be rated on functionality and B-BBEE certificates in accordance with the following matrix. In order to ensure meaningful evaluation, tenderers must submit detailed information in substantiation of the evaluation criteria mentioned.
- 20.4 Stage One : Functionality Stage
- 20.4.1 NB. Functionality will be assessed separately from the 80/20 formula. The first stage will be the assessment of functionality through the use of rating criteria determined by the uMkhanyakude District Municipality, wherein the tenderers with a score of 16 points will be selected to move to the second stage.

### 20.4.2 Functionality evaluation criteria will be based on the following

## 20.5 **Stage Two : 80/20 Preferential Point System**

### **Points awarded for B-BBEE Status Level of Contribution**

The second stage will be the assessment and evaluation of tenderers in terms of 80/20, where 80 points shall be used for pricing scores only, and the 20 used for B-BBEE status.

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

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

The contract shall thereafter be adjudicated on the 80/20 Preference Points System, where:

<b>Price</b>	<b>80 Points</b>
<b>B-BBEE Status Level of Contribution</b>	<b>20 Points</b>
<b><u>TOTAL</u></b>	<b><u>100 Points</u></b>

## 21.0 **PRESENTATIONS**

During the Stage One evaluation, a shortlist will be established and the short-listed tenderers may be invited to do a presentation on their proposals at their own cost, should the municipality deem it necessary to do so.



## **22.0 COUNCIL'S LIABILITY AND INDEMNITY**

22.1 The Service Providers hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

22.2 The Council shall not be held liable to the Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:

22.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Providers prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Providers in terms of the contract, and

22.2.2 a change in a legislative provision applicable to the contract.

## **23.0 ASSIGNMENT AND SUBLETTING**

Neither the Service Providers nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Providers shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Providers from any liability or obligation under the contract.

## **24.0 SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE**

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Providers making application for the surrender of the Service Provider's estate, or if the Service Providers shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Providers, being a Company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Providers, and without prejudice to the right of the Council to sue the Service Providers for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

## **25.0 SECRECY OF INFORMATION**

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Municipality reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

## **26.0 LAW TO APPLY**

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Providers in regard to the contract shall be settled in the Republic of South Africa.

## **27.0 PATENT RIGHTS**

The Service Providers shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

**28.0 CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS**

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003/2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS**

**DATA SHEET 1: INVITATION TO BID DOCUMENT**

**PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

BID NUMBER:	SCMU 003 OF 2022/23	CLOSING DATE:	09 NOVEMBER 2022	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A PERIOD OF 12 MONTHS				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
MKUZE  
\_\_\_\_\_

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--	--

AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]	/SERVICES /WORKS OFFERED?	[IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	CONTACT PERSON	Municipal Manager
CONTACT PERSON	Kenneth Ntshangase	TELEPHONE NUMBER	035 – 573 8660
TELEPHONE NUMBER	035 – 573 8660	CELLPHONE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	<a href="mailto:kenneth@ukdm.gov.za">kenneth@ukdm.gov.za</a>	<a href="mailto:mm@ukdm.gov.za">mm@ukdm.gov.za</a>	

## PART B

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO

- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003 OF 2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A  
PERIOD OF 12 MONTHS**

**DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT**

I/We\*, the undersigned, am/are\* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified  
copy is attached, or .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses:-**

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

\* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003 OF 2021/22**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A  
PERIOD OF 12 MONTHS**

**DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE**

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

**Failure to comply with either of these requirements shall lead to disqualification.**

Name of Company	Contact Person	Contact No.	Project description	Project value and Duration

SIGNATURE..... DATE.....

## THE UMKHANYAKUDE DISTRICT MUNICIPALITY

**CONTRACT No. SCMU 003 OF 2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES FOR A  
PERIOD OF 12 MONTHS  
DATA SHEET 4: SCHEDULE OF RESOURCES**

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment.

[illegible]




SIGNATURE..... DATE.....

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003/2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES  
FOR A PERIOD OF 12 MONTHS**

**DATA SHEET 5: DECLARATION OF MUNICIPAL FEES**

I/We do hereby declare that the Municipal Fees of \_\_\_\_\_

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

**DESCRIPTION**

**ACCOUNT No.**

Electricity

\_\_\_\_\_

Water

\_\_\_\_\_

Rates

\_\_\_\_\_

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

.....

Signature ..... Date .....

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003 OF 2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES  
FOR A PERIOD OF 12 MONTHS**

**DATA SHEET 6: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee shareholder<sup>2</sup>):

.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars .....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars .....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars .....  
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars .....  
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars .....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:  
.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number


**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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003/2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES**  
**FOR A PERIOD OF 12 MONTHS**

**DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN**  
**MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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 of law outside 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.7.1	If so, 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003 OF 2021/22**

**DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

## 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:

\_\_\_\_\_  
(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 consortium<sup>3</sup> 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003/2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES**  
**FOR A PERIOD OF 12 MONTHS**

**DATA SHEET 9: 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:**

\* Delete if not applicable

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 12 MONTHS or since the date of establishment if established during the past 12 MONTHS.

.....  
.....

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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003/2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES  
FOR A PERIOD OF 12 MONTHS**

**TENDER FORM**

The Municipal Manager  
Harlingen 13433  
MKUZE  
3965

Dear Sir,

Having examined the Conditions of Contract, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Contract, Specification, Tender and Legislation, save as amended by any modifications under Annexure "A", for the rates as stipulated in the Pricing Schedule herein.

I/We are registered VAT vendors. I/We undertake to deliver the goods comprised in the contract within the time frames stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

\_\_\_\_\_

I/We are formally associated by written agreement with the following firms, corporations or companies:

\_\_\_\_\_

\_\_\_\_\_

(Enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s):

\_\_\_\_\_

\_\_\_\_\_

(Enter Nil if no affiliations)

My/Our Tender Deposit receipt number as issued by the Council is \_\_\_\_\_  
(Include a copy of the Tender Deposit Receipt only if purchased at the Umkhanyakude Municipality)

I/We bank at the \_\_\_\_\_

Branch of \_\_\_\_\_

Where I/we have a \_\_\_\_\_ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Umkhanyakude Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE..... DATE.....

**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES**  
**FOR A PERIOD OF 12 MONTHS**  
**ALTERATIONS BY TENDERER**

<b>PAGE</b>	<b>SECTION OR ITEM</b>	<b>PROPOSED DEPARTURE/MODIFICATION</b>

SIGNATURE..... DATE.....



**CONTRACT No. SCMU 003/2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES SERVICES  
FOR A PERIOD OF 12 MONTHS**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

**1. GENERAL CONDITIONS**

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

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

Price; and B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

(a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the

Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	
Where: -			
P <sub>s</sub>	=	Points scored for price of bid under consideration	
P <sub>t</sub>	=	Price of bid under consideration	
P <sub>min</sub>	=	Price of lowest acceptable bid	

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: ..... = .....

*(Maximum of 10 or 20 points)*

*(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)*

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted? .....%

ii) The name of the sub-contractor.....

.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE:

*(Tick applicable box)*

--	--	--	--

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

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

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

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

.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

#### 8.4 **TYPE OF COMPANY/ FIRM**

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

**[TICK APPLICABLE BOX]**

#### 8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

#### 8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

- ☐ Other service providers, e.g. transporter, etc.

**[TICK APPLICABLE BOX]**

## **8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

.....  
**SIGNATURE(S) OF BIDDER(S)**

**DATE:** .....

**ADDRESS:** .....

.....

.....

**WITNESSES:**

1. ....

2. ....

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full Name and Surname</b>	
<b>Identity Number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black woman owned;

- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b>	(135%	B-BBEE	procurement	
More than 51% black owned	<b>Level Two</b>	(125%	B-BBEE	procurement	
Less than 51% black owned	<b>Level Four</b>	(100%	B-BBEE	procurement	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Commissioner of Oaths Signature and Stamp**

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

CONTRACT No. SCMU 003/2022/2023

APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES  
FOR A PERIOD OF 12 MONTHS

TAX CLEARANCE CERTIFICATE

Please attach hereto a Valid Tax Clearance Certificate and Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2017



**THE UMKHANYAKUDE DISTRICT MUNICIPALITY**

**CONTRACT No. SCMU 003/2022/2023**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES  
FOR A PERIOD OF 12 MONTHS**

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

Please affix to this page a certified copy of the B-BBEE Status Level Verification Certificate as required in terms of Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

CONTRACT No. SCMU 003/2022/2023

APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES  
FOR A PERIOD OF 12 MONTHS

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the  
Companies and Intellectual Property Commission (CIPC)

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

CONTRACT No. SCMU 003/2022/2023

APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES  
SERVICES FOR A PERIOD OF 12 MONTHS

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Please attach hereto proof of registration with the Central  
Supplier Database (CSD)

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**SECTION 1: GENERAL CONDITIONS OF BID**

## 1. PROPRIETARY INFORMATION

---

**uMKHANYAKUDE DISTRICT MUNICIPALITY** considers this Tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to uMkhanyakude District Municipality. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The bidders shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of uMkhanyakude District Municipality.

## 2. ENQUIRIES

---

All communication and/or pertinent enquiries for information of any kind relative to this Bid should be channelled to:

Contact person (all technical questions should be in writing):

<b>Name &amp; Surname</b>	Kenneth S. Ntshangase
<b>Telephone Number (Office)</b>	035 573 8600
<b>Email Address</b>	kenneth@ukdm.gov.za

Bidders may not contact any other uMkhanyakude District Municipality employee besides contact person mentioned above on any matter pertaining to this bid from the time when bid is advertised to the time the bid is awarded.

Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

## 3. BID VALIDITY PERIOD

---

Responses to this bid received from bidders will be valid for a period of 90 **calendar days**, counted from the closing date of the tender.

## 4. INSTRUCTIONS ON SUBMISSION OF TENDERS

---

- 4.1.** Tenders should submit one original (hard copy) all bound in a sealed envelope endorsed, **BID NO.:** SCMU 003/2022/2023: APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAVEL AGENCY SERVICES SERVICES FOR A PERIOD OF 12 MONTHS. The sealed

envelope must be placed and be deposited in the uMkhanyakude District Municipality Tender Box, 13433 Kingfisher Avenue, Mkuze: **12:00 p.m, Wednesday, 09 November 2022.**

- 4.2.** The closing date, company name and the return address must also be endorsed on the envelope.
- 4.3.** If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. uMkhanyakude District Municipality will not be held responsible for any delays where tender documents are handed to the uMkhanyakude District Municipality Receptionist and/or arrives late.
- 4.4.** No bids received by telegram, telex, email, facsimile or similar medium will be considered.
- 4.5.** Where a tender document is not in the tender box at the time of the tender closing, such a tender document will be regarded as a late tender. uMkhanyakude District Municipality reserves the right not to consider/evaluate any late tender response.

## **5. PREPARATION OF BID RESPONSE**

---

- 5.1.** All the documentation submitted in response to this bid must be in English.
- 5.2.** The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the tender document.
- 5.3.** Bids submitted by bidders must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, be submitted with the Tender.
- 5.4.** Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by uMkhanyakude District Municipality in regard to anything arising from the fact that pages are missing or duplicated.

## **6. SUPPLIER PERFORMANCE MANAGEMENT**

---

- 6.1.** Supplier Performance Management is viewed by the uMkhanyakude District Municipality as critical component in ensuring value for money acquisition and good supplier relations between the Municipality and all its suppliers.
- 6.2.** The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the uMkhanyakude District Municipality, which will form an integral part of the supply agreement.
- 6.3.** The SLA serves as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to Municipality's business.

## **7. MUNICIPALITY'S RIGHTS**

---

- 7.1.** Municipality is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendments in good time.
- 7.2.** The Municipality reserves the right not to accept the lowest bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the Municipality.
- 7.3.** The Municipality reserves the right to award this tender to a purely empowerment company or may award this tender on condition that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating the tenders.
- 7.4.** The Municipality reserves the right to award this tender as a whole or in part without furnishing reasons.
- 7.5.** Municipality reserves the right at all material times to extend the scope of work relating to this tender to include all or some of the Municipality's requirements. Should this be



the case, as a result thereof all the relevant implications will be negotiated between the Municipality and the successful bidder.

## **8. UNDERTAKINGS BY THE BIDDER**

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- 8.1.** The bidder hereby offers to render all or any of the services described in the attached documents to the Municipality on the terms and conditions and in accordance with the terms of reference/ specifications stipulated in this Tender documents. **(And which shall be taken as part of, and incorporated into, this Proposal.)**
- 8.2.** Bids submitted by prospective bidders must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, be submitted with the bid.
- 8.3.** The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the Municipality during the validity period indicated and calculated from the **closing hour and date of the Tender**; this bid and its acceptance shall be subject to the terms and conditions contained in this tender document.
- 8.4.** The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
- 8.5.** The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.

## **9. REASONS FOR DISQUALIFICATION**

---

- 9.1.** Municipality reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder may be notified in writing of such disqualification:
  - 9.1.1.** bidders who submitted incomplete information and documentation according to the requirements of this bid document;

- 9.1.2.** bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
- 9.1.3.** bidders who received information not available to other vendors through fraudulent means; and/or; other non-prescribed means;
- 9.1.4.** Bidders who do not comply with compulsory requirements as stipulated in this bid document.

## **10. LOCAL PRODUCTION/ CONTENT**

---

uMkhanyakude District Municipality promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. uMkhanyakude District Municipality reserves the right to set minimum threshold for local production and content for undesignated sectors.

## **11. RETURNABLE SCHEDULES**

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Bidders shall submit the following schedules with their responses:

### **11.1. Schedule 1:**

- 11.1.1.** Brief company profile;
- 11.1.2.** List of contracts completed within the past five years;
- 11.1.3.** References from each respective in relation to the above listed contracts;

### **11.2. Schedule 2:**

- 11.2.1.** SARS tax compliance status pin;
- 11.2.2.** Copy of CIPRO company registration documents listing all members with percentages, in case of a CC. Or latest copies of all share certificates in case of a company;
- 11.2.3.** ID copies of all directors;

**11.2.4.** BBBEE Certificate verified by a SANAS accredited verification agency or a letter from the supplier's auditor or Sworn Affidavit;

**11.2.5.** Central Supplier Database (CSD) registration;

**11.2.6.** Professional Indemnity Insurance cover;

**11.2.7.** Confirmation of bank account details.

**Note:** *If a Consortium, Joint Venture or Subcontractor, the documents listed above must be submitted for each Consortium/ JV member or subcontractor. A consolidated B-BBEE certificate is required for Joint Venture bidders*

**11.3. Schedule 3:**

**11.3.1.** Approach and Methodology paper

**11.4. Schedule 4: Price Proposal**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMKHANYAKUDE DISTRICT MUNICIPALITY

BID NUMBER: .....CLOSING DATE: .....

CLOSING TIME: .....

DESCRIPTION.....

---

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

---

BID DOCUMENTS MAY BE POSTED TO:

.....

Or

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

.....

.....

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open during working hours i.e. 08:00 – 16:00

Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS: .....

VAT REGISTRATION NUMBER

.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED / SARS Pin? **(MBD 2)**

**YES or NO**

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? **(MBD 6.1)**

YES or NO IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

**YES or NO**

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

**YES or NO**

A REGISTERED AUDITOR

**YES or NO**

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS | SERVICES | WORKS OFFERED? **YES or NO**

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER.....

DATE .....

CAPACITY UNDER WHICH THIS BID IS

SIGNED.....

TOTAL BID PRICE.....

**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 Service (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 a 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 valid Tax Clearance Certificate/ SARS Pin must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate/SARS Pin may result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4** In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate/ SARS pin.
- 5** Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6** Applications for the Tax Clearance Certificates may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as filers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SARS Pin .....**

**Consortia/Joint Ventures/sub-contractor**

**Company Name.....**

**SARS Pin Number .....**

**Company Name .....**

**SARS Pin Number .....**

**Company Name.....**

**SARS Pin Number.....**

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 **Full Name:** .....

3.2 **Identity Number:** .....

3.3 **Company Registration Number:** .....

3.4 **Tax Reference Number:** .....

3.5 **VAT Registration Number:** .....

3.6 Are you presently in the service of the state **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....

.....

\* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

**3.8.** Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the Evaluation and or adjudication of this bid? **YES / NO**

Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....  
.....

**3.9** Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or Adjudication of this bid?

**3.9.1** If so, furnish particulars

.....  
.....

**3.10** Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**  
If so, furnish particulars.

.....  
.....

**3.11** Are any spouses, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, 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.

**Signature:**

**Date:**

.....

**Position:**

**Name of Bidder:**

.....

## MBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

#### 9. GENERAL CONDITIONS

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

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

9.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

9.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## **2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;

- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at  
The time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## 1. POINTS AWARDED FOR PRICE

### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20 Preference System:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

## 2. Points awarded for B-BBEE Status Level of Contribution

- 2.1. in terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 2.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 2.3.** Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 2.4.** A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 2.5.** A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 2.6.** Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 2.7.** A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 2.8.** A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

### **3. BID DECLARATION**

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

### **4. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5**

- 4.1.** B-BBEE Status Level of Contribution: ..... = .....(maximum of 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

### **5. SUB-CONTRACTING**

- 8.1** Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not

applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? **YES / NO** (delete which is not applicable)

## **9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm .....

9.2 VAT registration number :.....

9.3 Company registration number: .....

9.4 TYPE OF COMPANY/ FIRM

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

**[TICK APPLICABLE BOX]**

### **9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

### **9.6 COMPANY CLASSIFICATION**

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

**[TICK APPLICABLE BOX]**

### **9.7 MUNICIPAL INFORMATION**

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

1. ....

10. ....

DATE:.....

.....  
**SIGNATURE(S) OF BIDDER(S)**





## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding

documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

**MBD 7.2****CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as..... Accept your bid under reference  
number .....dated.....for the rendering of services indicated  
hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms  
and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

**NAME (PRINT)**.....

**SIGNATURE** .....

**OFFICIAL STAMP**

--

**WITNESSES**

**1** .....

**2** .....

**DATE:** .....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 5 This Standard Bidding Document must form part of all bids invited.
- 6 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.
- 7 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.
- 8 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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:		

**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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invite

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

2. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

3. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

4. In order to give effect to the above, the attached Certificate of Bid Determination (**MBD 9**) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## 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:

---

(Name of Institution)

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)

- 10. I have read and I understand the contents of this Certificate;
- 11. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 12. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 13. 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;
- 14. 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
15. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
16. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (c) prices;
  - (d) 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.
17. 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.
18. 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.
11. 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

<b>3. List of Administration Documents</b>		<b>Tenderer's tick box ✓ if done</b>
<b>3.1.</b>	Status of Concern Submitting Tender	
<b>3.2.</b>	Declaration of authority	
<b>3.3.</b>	Compulsory Enterprise Questionnaire	
<b>3.4.</b>	Schedule of work satisfactorily carried out by the tenderer	
<b>3.5.</b>	Confirmation of Receipt of Addenda to Tender Documents	
<b>3.6.</b>	Proposed Amendments	

### 3.1. STATUS OF CONCERN SUBMITTING TENDER

#### 1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

**(Mark the appropriate option below)**

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

#### 2. Information to be Provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
<b>1</b>	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
<b>2</b>	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (Including Companies incorporated under Art 53 (b)).	Copies of: i) CIPRO CM 1 - Certificate of Incorporation ii) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers iii) Shareholders Certificates of all Members of the Company.
<b>3</b>	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
<b>4</b>	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
<b>5</b>	Sole Proprietary or a Partnership.	Copy of the Identity Document of: 1. Such Sole Proprietary, or

If the Tendering Entity is a:		Documentation to be submitted with the tender
		2. Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative.	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

**Note:**

6. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
7. Include a copy of the Certificate of Change of Name (CM9) if applicable.
8. **Registered For Vat Purposes In Terms Of The Value-Added Tax Act, (Act No. 89 of 1991)**

**(Make an X in the appropriate space below)**

Yes

No


**REGISTRATION NO:**

.....

### 3.2. DECLARATION OF AUTHORITY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

#### 1. Certificate for Company

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on ..... 20....., Mr. /Ms. .... acting in the capacity of .....(Position in the Enterprise), and who will sign as follows: ..... be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

#### As witnesses :

1 ..... Chairman : .....  
 2 ..... Date : .....

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			

#### NOTE:

1. Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

#### 2. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as  
 .....hereby authorize \*Mr./Ms.,  
 .....  
 acting in the capacity of . ..... (Position in the Enterprise), and  
 who will sign as follows: .....be, and is hereby, authorized to  
 sign the Bid/Tender, and any and all documents and/or correspondence in  
 connection with this tender and any contract resulting from it on behalf of the  
 company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

4. \*Delete which is not applicable
5. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
6. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

### 3. Certificate for Joint Venture and Consortia

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium and hereby authorize \*Mr. /Ms., .....acting in the capacity of lead partner, and who will sign as follows:  
 .....be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture / Consortium.

NAME OF FIRM	Lead Partner (X)	ADDRESS	% of Contract Value	AUTHORISING SIGNATURE, NAME & CAPACITY

#### 4. Certificate for Sole Proprietor

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

**As witnesses :**

1 \_\_\_\_\_ **Signature: Sole owner** \_\_\_\_\_

2 \_\_\_\_\_ **Date:** .....

#### 5. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as ..... hereby authorize \*Mr. /Mrs. .... acting in the capacity of ....., (Position in the Enterprise), and who will sign as follows:

.....be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE



--	--	--	--

**NOTE:**

7. \*Delete which is not applicable
8. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
9. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

### 3.3. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

	Name*	Identity number*	Personal income tax number*	

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

#### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

#### Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

1. a member of any municipal council 2. a member of any provincial legislature 3. a member of the National Assembly or the National Council of Province	4. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
5. a member of the board of directors of any municipal entity	6. a member of an accounting authority of any national or provincial public entity
7. an official of any municipality or municipal entity	8. an employee of Parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

9. a member of any municipal council 10. a member of any provincial legislature	12. an employee of any provincial department, national or provincial public entity or constitutional
--	--

	<b>11.</b> a member of the National Assembly or the National Council of Province	institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	
	<b>13.</b> a member of the board of directors of any municipal entity	<b>14.</b> a member of an accounting authority of any national or provincial public entity	
	<b>15.</b> an official of any municipality or municipal entity	<b>16.</b> an employee of Parliament or a provincial legislature	
Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

**\* Insert separate page if necessary**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- 17.** authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 18.** confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 19.** confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- 20.** confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 21.** Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

**Signed** .....

**Date** .....

**Name** .....

**Position** .....

**Tenderer** .....

***(Organs of State include any Local, Provincial or National Government Authority)***

[illegible]

**Tenderer** .....

### 3.5. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications were received from the Employer before the submission of this tender offer, amending or amplifying the tender documents, have been taken into account in this tender offer :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		

Attach additional pages if more space is required.

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

### 3.6. PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

PAGE	CLAUSE OR ITEM	PROPOSAL

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

**Signed** .....

**Date** .....

**Name** .....

**Position** .....

**Tenderer** .....

## **4. GENERAL CONDITION OF CONTRACT – GOVERNMENT REQUIREMENT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. "Tort" means in breach of contract.
- 1.27. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.



- 1.28. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality /municipal entity website.

## **4. Standards**

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

## **6. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by representative of the purchaser or an organization acting on behalf of the purchasing department.

- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

**10. Delivery**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a

period of time agreed by the parties, provided that this service shall not relieve the

supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

- 14.1.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.3. in the event of termination of production of the spare parts:
  - 14.1.3.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.3.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

## **19. Assignment**

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

## **20. Subcontracts**

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

## **22. Delays in the supplier's performance**

- 22.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion

extend the supplier's time for performance, wither without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with omits own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.



## **24. Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or another contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to

the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of liability**

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tour otherwise, shall not exceed the total contract price, provided that this limitation shallot apply to the cost of repairing or replacing defective equipment

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

**34. Amendment of contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was /were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the

bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*