TENDER NO.: MLM/SCM/TMS/2027-2029

APPOINTMENT OF A SERVICE PROVIDER TO ARRANGE AIR TRAVEL, ACCOMMODATION, VENUE HIRE INCLUDING CONFERENCE HALLS, CAR RENTAL AND/OR SHUTTLE TRANSPORT FOR THE MORETELE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	

PREPARED AND ISSUED BY:
Directorate: Finance:
Supply Chain Management Unit
Moretele Local Municipality
Private Bag X 367, Makapanstad, 0404

CONTACT FOR ENQUIRES REGARDING SPECIFICATIONS:
Mrs M. Phenya
SCM Manager
Tel No.: 012 716 1414

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1.1 TENDER NOTICE & INVITATION TO TENDER

TENDER NO: MLM/SCM/TMS/2027-2029

APPOINTMENT OF A PANEL FOR SERVICE PROVIDERS TO ARRANGE AIR TRAVEL, ACCOMMODATION, VENUE HIRE INCLUDING CONFERENCE HALLS, CAR RENTAL AND/OR SHUTTLE TRANSPORT FOR MORETELE LOCAL MUNICIPALITY FOR A CONTRACT OF 36 MONTHS

Tenders are hereby invited for the **appointment of a panel for service providers to arrange air travel, accommodation, venue hire including conference halls, car rental and/or shuttle transport for Moretele Local Municipality for a period of 36 Months.**

Tender documents, are obtainable from **the 23rd of September 2026**, on E-Tender Only upon payment of a tender participation fee of **R500.00**.

Sealed tenders, with "**Tender No MLM/SCM/TMS/2027-2029: Appointment of a panel for service providers to arrange air travel, accommodation, venue hire including conference halls, car rental and/or shuttle transport for Moretele Local Municipality for a contract period of 36 months.**" clearly endorsed on the envelope, must be deposited in **Tender Box** at the offices of the Moretele Local Municipality, 4065B Municipal Offices, Mathibestad, 0418. Bids may only be submitted on the bid documentation issued by Moretele Local Municipality.

The closing date and time of the tender is on **26 October 2026** at **12h00** and tenders will be opened in public immediately thereafter in the Moretele Local Municipality Hall, Mathibestad.

Do not dismember this Tender Document (<u>do not take it apart</u> or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Please refer enquiries to **Mrs M Phenya** at telephone number: **012 716 1414**

SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for 90 (hundred and twenty) days after the tender closure date.

1.2.4 Cost of Tender Documents

Tender documents can be collected at a non-refundable tender deposit rate payable to Moretele Local Municipality. Payment for tender documents must be made cash at the revenue office in Moretele Local Municipality. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

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

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

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

1.2.7 **Compulsory Documentation**

1.2.7.1 **Income Tax Clearance Certificate**

(a) A valid original Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 **Municipal Rates, Taxes and Charges**

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified

1.2.8 **Authorized Signatory**

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

1.2.9 **Site / Information Meetings**

Site or information meetings are compulsory.

1.2.10 **Samples**

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 **Quantities of Specific Items**

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 **Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 **Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Moretele Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Moretele Local Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.15 **Opening, Recording and Publications of Tenders Received**

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

1.2.16 **Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 **Supply Chain Management Policy and Regulations**

Bids will be evaluated and awarded in accordance with the Preferential Procurement Policy Framework Act, No. 5 of 2000, the Preferential Procurement Regulations, 2022, and the Municipality's Supply Chain Management Policy. Preference points will be allocated for price and for the specific goals stated in this tender document.

1.2.18 **Contract**

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Moretele Local Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder**.

1.2.19 **Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 **Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 **Wrong Information Furnished**

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

1.2.22 **Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management & specifications related aspects, may be addressed to Mrs Modiegi Phenya/Ms Lebogang Mashao, Tel: 012 716 1414 or e-mail modiegi.phenya@moretele.gov.za / lebogang.mashao@moretele.gov.za

SECTION 1.3

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness oft he goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and othe r such levie s imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

1. GUIDE TO RESPOND

All bids will be evaluated in terms of the attached evaluation criteria. The Preferential Procurement Regulations, 2022 will apply and the applicable 80/20 or 90/10 preference point system will be used in accordance with the estimated Rand value of the tender.
The evaluation has three (3) phases:

Phase 1 – Administrative Requirement;
Phase 2 – Functionality / Technical Requirements;
Phase 3 – Price and Specific Goals.

Bidders will only be considered for Phase 2 after meeting the administrative requirements in Phase 1, and will only be considered for Phase 3 after meeting the minimum qualifying functionality threshold stated in this document.
Functionality / Technical Evaluation

Bidders should take note of the different elements within the evaluation of the technical phase,
which are:

- Capability;
- Service Offering.

Capability
Years of experience in the relevant industry is a requirement. Additional years will result in a higher score.
Current client reference letters, which include the value of the projects, are required.
The number of reference letters will be a determining factor when allocating scores here .
Similarly the value of the projects will be considered.

Service Offering
Bidders should address all three areas indicated in the evaluation criteria.
The proposal should distinguish these three areas (delivery methodology; supplier arrangement / outsourcing arrangement; and order placement methodology or approach).

Bidder should use the weightings as a guide to respond.

The Technical Proposal should include and index which reflects the relevant sections being evaluated. Pages should also be numbered for ease of reference. Any Annexure should be cross referenced to the relevant element within the evaluation criteria.

2. EVALUATION CRITERIA

PHASE 1

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- Compulsory Enterprise Questionnaire
- Company registration documents
- Certified copies of ID (directors and key personnel)
- Compulsory site Briefing Meeting Certificate
- Authority to Signature (Attach a signed letter)
- Central Supply Database (CSD) Summary
- Supporting evidence for specific goals claimed, including a valid B-BBEE certificate or sworn affidavit where black ownership points are claimed.
- Affirmable Ownership Declaration Affidavit
- Municipal account for the business / directors not owing for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.
- Company profile
- Proof of registration with ASATA
- Declaration of Interest
- Declaration of Bidder's past Supply Chain Management practices
- Form of Offer and Acceptance
- Delivery Schedule : Bid Price
-

OTHER DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS

- Municipal account for the business / directors not owing for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.
- Certified copy of Documents of Incorporation and supporting evidence for specific goals claimed, including a valid B-BBEE certificate or sworn affidavit where black ownership points are claimed
- Certificate of Authority for Joint Venture (Where applicable)
- Certificate of Attendance at Clarification Meeting
- Certified ID Copies of Owners/Directors/Shareholders

- CSD summary report
- Complete supplier information form (Declaration Form Attached)

THE FOLLOWING CRITERIA WILL BE USED
,k

Criterion	**Weight**
Capability	30
Value of work awarded	20
Methodology	20
Communication	10
Service Accessibility and Response Capacity	20
TOTAL	**100**

- Tenders will be evaluated for functionality based on the following criteria, prior to evaluation in terms of the 80/20 preference point system. A **minimum qualifying score** of **60** must be achieved for functionality.

Phase 2: Functionality				
1.	Capability	Experience in air travel, accommodation car rental/ or shuttle transport and consumable supply industry, with previous and current clients reference letters, including the value of projects rendered **Above 05 years** **03 to 05 years** **Below 03 years**	 30 20 10	(30)
2.	Value of work awarded	Value of previous work awarded. **Above R200,000.00** **R50,000.00 to R200,000.00** **Below R50,000.00**	 20 15 05	(20)
3.	Methodology	- **Service delivery methodology** The bidder should provide a clear methodology for delivering travel management services, including booking workflow, group bookings, negotiated rates, reservation management and quality control. The methodology should explain how requests will be received, processed, confirmed, recorded and reported, and how compliance with	05	(20)

		municipal travel requirements will be maintained. - **Manage group bookings**		

		Describe your capacities for handling group booking (e.g. for meetings, conferences, events e.t.c). Please specify bookings would be done by the air travel or outsourced. - **Directly negotiated rates** Demonstrated ability to negotiate and arrange air travel, accommodation and car rental or shuttle transport for Moretele Local Municipality. - **Manage all reservation /bookings** Describe how all travel reservations/bookings are handled e.g hotel (accommodation);car rental; flights e.t.c). This will include, without limitation, an example of a detailed complex itinerary confirmation that includes air,car,hotel,passport and additional proof of competency.	05 05 05	
4	Communication	- Describe how you will ensure that travel bookers are informed of the travel booking, car rental, shuttle or transport processes. - Describe your communication process where the traveller, travel co-ordinator/booker and travel management company will be linked in one smooth continuous workflow	05 05	(10)
5.	Service Accessibility and Response Capacity	Operational service coverage and response arrangements for Moretele Local Municipality - Dedicated travel support, after-hours emergency assistance, clear escalation process and urgent booking turnaround arrangements - Travel support during normal business hours with limited after-hours or escalation arrangements - Insufficient detail on accessibility, response times, escalation arrangements or emergency support -	20 10 05	(20)

C.	Total Functionality		100	

A minimum qualifying score of 60%

Phase 3: Price and Specific Goals			
	Price Score		80
	Specific goals score		20
	Total score on price and specific goals		100

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 these 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 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each part must submit a separate Tax Clearance Certificate.

4 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.

5 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MORETELE LOCAL MUNICIPALITY

SECTION 3.1

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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[2]):………………………..

3.4 Company Registration Number: ……………………………………………………………….

3.5 Tax Reference Number………………………………………………………………………

3.6 VAT Registration Number: ………………………………………………………………………

3.7 The names of all directors / trustees / shareholder's 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 Ifyes, furnish particulars.….………………………………………………………………

……………………………………………………………………………………………..

[1]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.

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

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 Ifyes, 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:
………………………………………………………………………………..

 Initials:

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

Full Name	**Identity Number**	**State Employee Number**

……………………………………..
Signature

………………………………………..
Date

……………………………………
Capacity

………………………………………
Name of Bidder

SECTION 3.2

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals in terms of the Preferential Procurement Regulations, 2022.

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

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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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) Specific goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

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

Specific goals for this tender: Points for specific goals must be allocated only for goals clearly stated in this tender document and supported by acceptable evidence submitted by the bidder. The Municipality must ensure that the selected goals are consistent with its Preferential Procurement Policy and section 2(1)(d) of the PPPFA.

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"specific goals"** means the goals identified in this tender document for which preference points may be awarded in accordance with section 2(1)(d) of the PPPFA and the Preferential Procurement Regulations, 2022.

(c) **"supporting evidence"** means documentary proof submitted by a bidder to substantiate the specific-goals points claimed in this tender, including ownership, locality, disability, or other evidence required in the specific-goals table.

(d) **"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;

(e) **"Preferential Procurement Regulations, 2022"** means the regulations issued under the Preferential Procurement Policy Framework Act, No. 5 of 2000, applicable to the allocation of preference points for price and specific goals.

(f) **"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;

(g) **"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;

(h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) **"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;

(k) **"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;

(l) **"non-firm prices"** means all prices other than "firm" prices;

(m) **"person"** includes a juristic person;

(n) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) **"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;

(p) ***"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;*

(q) **"total revenue"** means the annual turnover or revenue of the bidder as reflected in acceptable financial or statutory records, where required to substantiate a claim or declaration in this tender.

(r) **"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

(s) **"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 specific goals.

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 specific goals, 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.

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

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

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of the Preferential Procurement Regulations, 2022, preference points must be awarded to a bidder for attaining the specific goals identified for this tender and supported by the required evidence.

Specific Goal	Acceptable Evidence	80/20 Points
Promotion of enterprises owned by black people	Valid B-BBEE certificate or sworn affidavit confirming black ownership	5
Promotion of enterprises owned by women	Company registration documents, shareholder register, certified identity documents or sworn affidavit	5
Promotion of enterprises owned by youth	Certified identity documents and ownership or shareholding documentation	5
Promotion of local economic development within Moretele Local Municipality or Bojanala District	Municipal account, lease agreement, CSD address or proof of operating office	2.5
Promotion of enterprises owned by people with disabilities	Sworn declaration by the bidder and ownership documentation confirming ownership by persons with disabilities, supported by reasonable proof where applicable	2.5
Total points for specific goals		**20**

5.2 A bidder claiming points for black ownership must submit a valid B-BBEE certificate, sworn affidavit, or other acceptable ownership evidence as required in the specific-goals table.

5.3 A bidder claiming points for women, youth, disability, or locality must submit the supporting evidence required in the specific-goals table.

5.4 A trust, consortium or joint venture will qualify for specific-goals points only where the claim is supported by evidence applicable to that legal entity or joint arrangement.

5.5 Where a consortium or joint venture claims specific-goals points, the supporting evidence must clearly show how the specific goal is met by the consortium, joint venture, or relevant member.

5.6 No specific-goals points will be awarded where the submitted evidence is incomplete, inconsistent, expired where applicable, or cannot be verified to the satisfaction of the Municipality.

5.7 A bidder will not be awarded specific-goals points for a claim that is not directly linked to the specific goals identified in this tender document.

5.8 Where subcontracting is proposed, the Municipality may require evidence that the subcontracting arrangement does not undermine the specific-goals points claimed by the bidder.

6. BID DECLARATION

6.1 Bidders who claim points in respect of the specific goals identified in this tender must complete the declaration below and submit the required supporting evidence.

7. SPECIFIC GOALS CLAIMED IN TERMS OF THIS TENDER AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

7.1 Specific goals points claimed: = ... points out of a maximum of 20 points.

Points claimed for specific goals must correspond with the specific-goals table in this tender and must be supported by the documentary evidence required for each goal. No points will be awarded for a specific goal where the required evidence is not submitted or cannot be verified to the satisfaction of the Municipality.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

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

iii) The specific goal, if any, supported by the proposed sub-contractor....................................……………..

iv) Whether the sub-contractor is an EME.

(***Tick applicable box***)

YES		NO	

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/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 for the specific goals indicated in this form are correct, are supported by the required evidence, and qualify the company/firm for the preference points claimed. I/we acknowledge that:

i) The information furnished is true and correct;
ii) The specific-goals points claimed are in accordance with the General Conditions and the specific-goals table contained in this tender document;
iii) In the event of a contract being awarded as a result of points claimed for specific goals, the contractor may be required to furnish documentary proof to the satisfaction of the Municipality that the claims are correct;
iv) If points for specific goals have been claimed or obtained on a fraudulent basis, or if any of the conditions of contract have not been fulfilled, the Municipality 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. ……………………………………..	……………………………………… SIGNATURE(S) OF BIDDERS(S)
2. …………………………………….	DATE: …………………………………..
	ADDRESS …………………………………..
	…………………………………..

SECTION 3.3

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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐

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 ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
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 ☐	No ☐
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 ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……………………………………………………………CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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 Tenderer

SECTION 3.4

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 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.

4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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:____

(Name of Bidder) that:

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[3] 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.

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

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

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(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

SECTION 4.1

SPECIAL CONDITIONS OF CONTRACT

1. Bids shall remain valid for 90 days after the tender closure date.

2. All items must be priced in full in order to be considered for the tender.

SECTION 4.2

CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Moretele Local Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH MORETELE LOCAL MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mrs. M Phenya and Ms L Mashao at 012 716 1414/140.

CSD registration number (if registered): **MAAA**……………………………

SECTION 4.3

SCOPE OF WORKS

1. Project Description

To appoint a service provider to arrange air travel, accommodation and car rental and/or shuttle transport for the Moretele Local Municipality (MLM).

2. Project Requirements

The service provider shall:

- Facilitate the traveling (flight, car rental and shuttle service) and accommodation bookings and other related requirements for the MLM on request for domestic and International travels.
- Accommodate the special needs of the executive team and senior managers of the Moretele Local Municipality in the arrangement of travelling and accommodation bookings.
- Be available to process reservations and accept orders during
  - Weekdays between 08:00 – 16:30
  - Emergency and after hour service and contact details must be available if the need arises to make unexpected changes to the travel arrangements.
- Services must be rendered in accordance and in total compliance with the Moretele Local Municipality's Travel and Subsistence Policy.

3. Outcomes and Deliverables

- The following items must be covered in the proposal:
  - Travel arrangements – General
  - Air travel
  - Car rental
  - Shuttle / chauffeur service
  - Accommodation at Hotels and Bed and Breakfast establishments
  - Conference ha

- The Moretele Local Municipality require that accommodation, car rental, shuttle transport and air travel in respect of its officials be made by a travel agency, with due consideration to the following:

  a) <u>Travel Arrangements – General</u>

  - Reservations for both domestic and international travel.
  - Arrangements of visas for international travel.
  - SMS and e-mail confirmation facility to advise traveler of:
    - ➢ The details of the official
    - ➢ Air ticket number
    - ➢ Car rental reservation number
    - ➢ Accommodation reservation number
    - ➢ Shuttle service reservation

b) Air Travel

- The National Treasury has negotiated with South African Airways (SAA) and Comair/British Airways (BA) for upfront discounted air fares for government employees travelling domestically for official purpose. These Domestic Air Travel Fares will be regularly reviewed by the National Treasury (These rates and airlines are not applicable for International Air Travel. Prices for international air travel must be obtained from route operators).
- The successful bidder shall make use of National Treasury's corporate agreements with SAA and BA/Comair which are made available to TMCs that are currently contracted to government for domestic travel.
- Should the bidder not have been contacted by the full service carrier representative or not currently contracted to government, they are to inform National Treasury in order to obtain the deal code.
- The successful bidder must clearly indicate air fares with "flexible ticket" and (non-flexible ticket).

c) Accommodation

- The successful bidder shall make use of National Treasury's corporate agreements with the Premier Group, Protea Hotels, City Lodge and Tsogo Sun for domestic accommodation which are made available to TMCs that are currently contracted to government.
- Should the bidder not have been contacted by the full service carrier representative or not currently contracted to government, they are to inform National Treasury in order to obtain the deal code.
- When providers as per the corporate agreement of National Treasury is not available, the rate as per the Circular guidelines in below-mentioned table will suffice for bookings within 200m of the venue.

d) Conference venue/hall hire

- sourcing and securing conference halls, meeting rooms and training venues;
- venue capacity, layout options and accessibility requirements;
- venue facilities such as lighting, ventilation, ablutions and parking;
- conference equipment and support services;
- quotation and approval requirements before bookings;
- venue liaison, setup and readiness responsibilities;
- health, safety, fire, security and municipal compliance; and
- cancellation terms, changes and approved-cost liability.

e) Car hire

- The hiring of vehicles shall be limited to category B (or equivalent) or lower. Should category B (or equivalent) or lower not be available, approval must be obtained from the Moretele Local Municipality to make reservations under a different category.
- The successful bidder must arrange Shuttle services between airport and destinations.

4. General Requirements

- All air tickets and travel documentation including vouchers shall be delivered within 24 hours prior to departure to the correct person of the department at the MLM, including an SMS and email, as well as the service provider who will be providing the service.
- The travel agency shall plan, arrange and change bookings only on instruction from the MLM representative. The accommodation voucher delivered to the MLM must contain but not limited to the following:
    - The details of the official
    - The booking details (including location and contact person)
- All charges to be levied by the travel agency in respect of flight bookings must be in accordance with ASATA/IATA. The successful bidder will be required to utilise applicable discounts received and negotiated when making any travel bookings, although competition and cost effectiveness must remain a key principle.
- The travel agency must ensure that no adverse effect on service delivery is experienced by the MLM.
- Each purchase order must be invoiced separately clearly indicating the order number. In case of group bookings such as with conferences, the MLM will generate a specific purchase order for which an invoice must be submitted. The invoice must quote the purchase order number.
- Management Reports, as required by the MLM must include the following:
    - Detailed expenses incurred per month for each service shall be submitted to the MLM within seven days of the following month for monitoring and auditing purposes. The reports must reflect detailed amounts and reflect a breakdown of each service.

5. Compulsory Requirements

It is compulsory to confirm yes and submit proof of documentation. Failure to confirm and submit proof will render the tender non-responsive.

	Comply **Yes/NO**
The successful bidder will be required to provide the municipality with a credit facility of R 50 000 at no extra cost and without requiring any deposit from the municipality. This credit facility must be utilized to pay for the necessary bookings.	
Applications will be considered from IATA / ASATA registered travel agents or associates of IATA / ASATA travel agents. Tenders must attached proof of registration with IATA or ASATA with the tender. Failure to do so will invalidate their tender.	
An account outlay for one (1) person requiring domestic travel and accommodation services.	
An account outlay for three (3) persons requiring domestic travel and accommodation services.	

6. **Minimum Requirements**

Item no	DESCRIPTION	Details of offer must be marked with a X		
		YES	NO	Details of variations. If not sufficient space, attached annexure of variations.
SERVICE PROVIDER MUST INDICATE IF ITS OFFER COMPLIES WITH THE FOLLOWING MINIMUM REQUIREMENTS:				
1	The service provider shall provide a flight option as per the National Treasury's corporate agreement for domestic travel.			
2	The service provider must provide a range of accommodation options by making use of National Treasury's corporate agreements with the Premier Group, Protea Hotels, City Lodge and Tsogo Sun which are made available to travel agencies that are currently contracted to government. Notwithstanding the above, quotations may be sourced from other service providers which could be lower.			
3	The successful service provider would be required to avail a dedicated travel consultant who would deal with a dedicated MLM staff member(s) to provide the requested services to MLM.			
4	The service provider must adhere to a response time of 2 hours for local bookings and 6 hours for international bookings, after receiving a request for assistance by email or telephone.			
5	The service provider shall provide draft travel schedules within 12 hours.			
6	The service provider shall keep record of the travel profiles of MLM officials. (E.g. voyager numbers and special dietary requirements)			
7	The service provider must disclose all commissions, discounts and booking fees.			
8	The service provider must provide detailed travel updates regarding the destination city, information regarding hotels, visa requirements, immigration clearance, government restrictions and means of transport etc.			

9	Service Provider must be capable of 24 hour global assistance			
10	The service provider shall hold the seat on the particular flight for 24 hours before confirmation of travel. Consideration will be given to price fluctuations due to delays in the confirmation process.			

Section 4.4

PRICING SCHEDULE

Failure to complete all service fees, either the amount or an indication of the service being free, on this form will lead to disqualification of the tender.

Year 1

PRICE SCHEDULE: 1 January 2026 to 31 December 2026							
ITEM	**SERVICE DESCRIPTION**	**COST OF SERVICE TO BE CHARGED**	**SERVICE FEE AMOUNT EXCL VAT FOR 1 PERSON**	**SERVICE FEE AMOUNT EXCL VAT FOR 2 PERSONS**	**SERVICE FEE AMOUNT EXCL VAT FOR 3 PERSONS**	**SERVICE FEE AMOUNT EXCL VAT FOR 4 PERSONS**	**SERVICE FEE AMOUNT EXCL VAT FOR 4+ PERSONS**
1	**AIRLINE**						
1.1	Domestic	As per agreed quotation					
1.2	International	As per agreed quotation					
2	**CAR RENTAL**						
2.1	Domestic Car Reservation Fee	As per agreed quotation					
2.2	International Car Reservation Fee	As per agreed quotation					
2.3	Shuttle service reservation fee	As per agreed quotation					
3	**ACCOMMODATION**						
3.1	Domestic Hotel / B&B Reservation	As per agreed quotation					
3.2	International Hotel reservation	As per agreed quotation					

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4	**CONFERENCE VENUE/HALL HORE**						
4.1	Domestic conference hall Reservation	As per agreed quotation					
4.2							
4.3							
5	**ADDITIONAL TRANSACTION FEES**						
5.1	International and Domestic Packages	As per agreed quotation					
5.2	Foreign Exchange	As per agreed quotation					
5.3	Meet and Greet	As per agreed quotation					
5.4	**Domestic Air travel**						
5.4.1	Straight Refund Admin Fee (excluding airline charges)	As per agreed quotation					
5.4.2	Lost Ticket Indemnity Fee (excluding airline charges)	As per agreed quotation					
5.4.3	Change Booking Fee	As per agreed quotation					
5.4.4	Cancellation Fee	As per agreed quotation					
5.5	**International Air travel**						
5.5.1	Straight Refund Admin Fee (excluding airline charges)	As per agreed quotation					
5.5.2	Lost Ticket Indemnity Fee (excluding airline charges)	As per agreed quotation					
5.5.3	Change Booking Fee	As per agreed quotation					
5.5.4	Cancellation Fee	As per agreed quotation					

5.6	**Car hire & shuttle services**						
5.6.1	Emergency Delivery						
5.6.2	Change Booking Fee						
5.6.3	Cancellation Fee						
5.7	**Accommodation**						
5.7.1	Refund Admin Fee						
5.7.2	Change Booking Fee						
5.7.3	Visas (per passport)						
5.7.4	Emergency Visa Fee (per passport)						
5.7.5	Cancellation Fee						
	TOTAL UNIT COST EXCLUDING VAT	**TOTAL FOR EVALUATION PURPOSES YEAR 1**					

Please note that the total unit cost will be used in the evaluation of the tender and this amount does not constitute the contract amount.

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tender and this amount does not constitute the contract amount.

TOTAL UNIT COST INCLUDING VAT FOR EVALUATION PURPOSES	
TOTAL FOR EVALUATION PURPOSES YEAR 1	
TOTAL FOR EVALUATION PURPOSES YEAR 2	
TOTAL FOR EVALUATION PURPOSES YEAR 3	
TOTAL FOR THREE YEARS (EXCLUDING VAT)	
VAT @ 15%	
TOTAL FOR THREE YEARS (INCLUDING VAT)	

Please note that the total unit cost will be used in the evaluation of the tender and this amount does not constitute the contract amount.

SIGNED ON BEHALF OF THE TENDERER: ....

 Initials:

SECTION 4.6

PRICE ADJUSTMENTS

The price must be firm for the specified time. (At least 90 days after the closing date of the tender)
Should the price not be firm for the specified minimum time then the tender will be rejected.
The tender must remain open for possible acceptance subsequent to the closing date.

I accept and approve all of the above.

……………………..………………..
SIGNATURE OF TENDERER

(Should this schedule not be completed it will be assumed that the above variation is acceptable to the tenderer and that there will be no other price variations considered after the required validity period has lapsed.