

**WINNIE MADIKIZELA MANDELA
LOCAL MUNICIPALITY**



BID DOCUMENT

BID NO: WMM LM 30/06/22/01 TRA

BID FOR THE PROVISION OF TRAVEL AGENCY FOR A PERIOD OF 36 MONTHS

CLOSING DATE & TIME:	26 SEPTEMBER 2022
COMPULSORY BID MEETING:	N/A

Documents to be emailed to tenders.scm@mbizana.gov.za

SERVICE PROVIDER'S DETAILS

Company Name:	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Physical Address:	
Postal Address:	

NOTE:

Bidders shall be deemed to have satisfied themselves as to all the conditions and circumstances affecting this bid, including the physical aspects of working areas, and by the submission of a bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

WMM LM 30/06/22/01 TRA

All technical enquiries relating to this bid must be directed to: Mr. Z.A. Zukulu and SCM enquiries to Mr. Z. Khala SCM Manager: Contact numbers 076 062 0283 and 079 886 0942, respectively.

**BID FOR THE PROVISION OF TRAVEL AGENCY SERVICES FOR A
PERIOD OF 36 MONTHS**

Completed bids bearing the **bid number WMM LM 30/06/22/01 TRA** on the subject must be emailed to tenders.scm@mbizana.gov.za, before **12:00 on 26 September 2022**.

Bids received after the due date and/or time will not be considered.

All technical enquiries relating to this bid should be directed to: Mr. Z.A. Zukulu

Bidders who do not hear from the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY within 90 days of the closing date of the bid should consider their bid as unsuccessful.

Please note that no bid will be accepted by fax or hand delivery

Mr. L. Mahlaka

Municipal Manager

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

P O Box 12

Bizana

4800

No.	PROJECT NAME	BID NUMBER	ACCREDITATION	COMPULSORY BRIEFING	Closing Date
1.	Provision of Travel Agency Services	WMM LM 30/06/22/01 TRA	ASATA IATA	N/A	26/09/2022

Bid proposals are hereby invited from suitably qualified service providers who are interested in the above-mentioned project for Winnie Madikizela-Mandela Local Municipality.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)
Proposals will be evaluated on functionality and preferential points system

Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.

The bids will be evaluated on the **80/20** preferential points system

Failure to submit any of the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 6 months), CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in arrears
- A certified copy or Original BBBEE Status Level Certificate (SANAS accredited) or sworn affidavit as provided by dti
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

Closing date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than 12h00 on the 26th of September 2022 after which they will be downloaded. All tenders must be clearly marked the Name of the project and/or Reference number indicated above.

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid.

For technical enquiries, please contact Mr. Z.A Zukulu, Chief Financial Officer on (076) 062 0283, email: zukuluz@mbizana.gov.za during office hours.

For Supply Chain Management related enquiries, please contact Mr. Z. Khala, Manager: Supply Chain Management on (079) 886 0942, email: khalaz@mbizana.gov.za during office hours.

.....
Mr. L. Mahlaka
MUNICIPAL MANAGER

WMM LM 30/06/22/01 TRA

Letter of Consent

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of our Bid. I /we Winnie Madikizela-Mandela Local Municipality grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature:

Date:

Witness:

Signature:

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NUMBER:	WMM LM 30/06/22/01 TRA	CLOSING DATE:	26/09/2022	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF TRAVEL AGENCY SERVICES FOR 36 MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE EMAILED TO THE
FOLLOWING EMAIL ADDRESS:

TENDERS.SCM@MBIZANA.GOV.ZA

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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 AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE/OVERALL RATE	R
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	Budget and Treasury	CONTACT PERSON	Zukulu Z.A
CONTACT PERSON	Khala Z.	TELEPHONE NUMBER	076 062 0283
TELEPHONE NUMBER	079 886 0942	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Zukuluz@mbizana.gov.za
E-MAIL ADDRESS	Khalaz@mbizana.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:															
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>															
2. TAX COMPLIANCE REQUIREMENTS															
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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 WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>															
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS															
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/> YES</td> <td style="width: 20%; text-align: center;"><input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: center;"><input type="checkbox"/> YES</td> <td style="text-align: center;"><input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: center;"><input type="checkbox"/> YES</td> <td style="text-align: center;"><input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: center;"><input type="checkbox"/> YES</td> <td style="text-align: center;"><input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: center;"><input type="checkbox"/> YES</td> <td style="text-align: center;"><input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	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?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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?	<input type="checkbox"/> YES	<input type="checkbox"/> NO													
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO													
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO													

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:

ENCLOSURE

- | | | |
|----|----------------------------------|--------|
| 1. | FORM OF BID & SPECIFICATIONS | FORM A |
| 2. | CONDITIONS OF BID | FORM C |
| 3. | CONDITIONS OF CONTRACT | FROM D |
| 4. | FORM OF ACCEPTANCE & DECLARATION | FORM E |

NB:

- ♣ All forms must be completed.
- ♣ If any of the forms, or portion of any form, is not applicable please indicate it on the form by marking it N/A.

Contents

Letter of Consent.....	3
INVITATION TO BID	5
FORM OF BID AND SPECIFICATIONS	10
1. Purpose	10
2. Background.....	10
3. Scope of Work	10
4. Key deliverables	11
5. Minimum specification.....	12
CONDITIONS OF BID	15
MUNICIPAL BID DOCUMENTS.....	16
80/20 or 90/10	20
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES ...	24
EVALUATION CRITERIA	29
CONDITIONS OF CONTRACT	32
1. Prices	32
2. Administration	32
3. Payments.....	32
4. Variations or Amendments to the Contract	32
5. Order of Precedence	32
6. Communications	32
7. Indemnification.....	33
8. Assignment	33
9. Insurance.....	33
10. Termination	33

11. Confidentiality	34
12. Disputes	34
13. Accidents to be reported	34
14. Compensation for Occupational Injuries and Diseases Act (COID)	35
15. Occupational Health and Safety Act (OHSA) (Act No. 85 of 1993)	36
16. Rules for Contractors on Site.....	36
17. Conflicts of Interest	36
Financial Particulars.....	37
FORM OF ACCEPTANCE & DECLARATION	38

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

BID NO: WMM LM 30/06/22/01 TRA

PROVISION OF TRAVEL AGENCY SERVICES

TO WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

FORM OF BID AND SPECIFICATIONS

1. Purpose

The purpose of compiling this document is to secure services of a suitable Travel Agency to provide the municipality with traveling, accommodation and other related logistical arrangements as may be necessary from time to time.

2. Background

Winnie Madikizela-Mandela Local Municipality is one of four local municipalities within the Alfred Nzo District in the Province of the Eastern Cape.

On some occasions, the municipality is required to travel sometimes outside the Eastern Cape Province or even if it is within Eastern Cape, but the places are remote that the Municipality is unable to arrange for itself. In some cases the municipality has to travel very urgently and the municipality is unable to arrange for that travelling in a short notice.

It is with these reasons that the municipality has taken a decision to appoint a travel agency.

3. Scope of Work

Winnie Madikizela-Mandela Local Municipality requires services of a travel agency who will render traveling and accommodation solutions to Winnie Madikizela-Mandela Local Municipality. The services will be rendered from the travel agency offices and an Accounts Manager whom Winnie Madikizela-Mandela Local Municipality can liaise with to manage the account.

Key outputs of Travel agency will be to implement, co-ordinate the entire travel management based on the diversity of the individuals travel needs of Winnie Madikizela-Mandela Local Municipality's personnel.

- ✓ Make reservations for air travel and accommodation, based on Winnie Madikizela-Mandela Local Municipality's requirements and needs, utilizing reputable suppliers.

- ✓ Make reservations for car rental, based on Winnie Madikizela-Mandela Local Municipality's requirements and needs, utilizing reputable suppliers, which may include arranging for international driver's license.
- ✓ Make reservations for conferences, based on Winnie Madikizela-Mandela Local Municipality's requirements and needs, utilizing reputable suppliers.
- ✓ Provide assistance in obtaining passports, visas, medical aid, etc. for international travel
- ✓ Provide travel insurance through reputable suppliers.
- ✓ Provide detailed itineraries, including airports information.
- ✓ The travel agency must provide efficient, trained, capable competent and dedicated personnel and an account manager to perform the required services.
- ✓ Contingency plan with regards to personnel (Accounts Manager) and an ability to provide services during interruptions.
- ✓ The travel agency must be able to negotiate optimal rates with car rental companies, shuttle services airfare and for accommodation and review rates in conjunction with Winnie Madikizela-Mandela Local Municipality.
- ✓ The travel agency must have the capability of amending confirmed reservation should the need arise.
- ✓ The travel agency will be required to arrange for both national and international shuttle services to and from the airports.
- ✓ The work shall vary from time to time depending on the need from the Municipality as shall be confirmed via the means of an official order
- ✓ .

4. Key deliverables

- ✓ Signing of a service level agreement and performance plan (by the Service providers) with the municipality.
- ✓ Management of Municipal travel and accommodation services.
- ✓ Negotiate for minimum rates on behalf of the Municipality.
- ✓ Issuing of travel, car hire and accommodation vouchers to the travelers as per the specifications of the municipal order.
- ✓ Timeous submission of invoices and the reconciled accounts to the Municipality.
- ✓ Detailed invoices of each booking must be provided to Winnie Madikizela-Mandela Local Municipality, which must include the following minimum: -
 - Detailed hotel billing including, restaurant bills;
 - Mileage and petrol usage for car rental;
 - Separate service charges for types of bookings;
 - Specify dates and names on invoices;

5. Minimum specification

ITEM NO	DESCRIPTION	COMPLY		
		YES	NO	Details of deviations. If not sufficient space, attached annexure of
SERVICE PROVIDER MUST INDICATE IF ITS OFFER COMPLIES WITH THE FOLLOWING MINIMUM REQUIREMENTS:				
1. FLIGHTS (DOMESTIC AND INTERNATIONAL)				
1.1	The travel agency must be able to obtain at least two comparable quotations from different airlines for domestic and international flights.			
1.2	The travel agency must separately indicate its service/ booking fees on each quotation.			
1.3	The municipality will indicate the preferred travelling times.			
1.4	The travel agency must forward their quotation to the municipality’s representative who will make the final selection and inform the travel agency accordingly.			
1.5	After confirmation by way of an official purchase order from the municipality, the travel agency will make the necessary flight arrangements with the preferred airline.			
1.6	The travel agency is required to confirm flight bookings in writing (fax or email) to the municipality’s representative and will communicate any post booking changes to flights, telephonically and in writing (fax or email) to the municipality’s representative.			
1.7	The travel agency must provide a tax invoice and monthly statements upon which payment will be processed by the municipality.			
1.8	The travel agency is required to be available for all bookings and cancellations of airline tickets.			
1.9	The travel agency must always endeavour to make the most cost effective arrangements and reservations on behalf of the municipality.			
1.10	The travel agency is required to investigate any complaints from travelers and do follow-ups on the recovery of lost			

ITEM NO	DESCRIPTION	COMPLY		
		YES	NO	Details of deviations. If not sufficient space, attached annexure of
	baggage as well as facilitating any insurance claims that might arise.			
1.11	The travel agency must provide regular updates of special offers and other travel related matters which will be of interest to the municipality.			
2. CAR RENTAL RESERVATIONS				
2.1	The travel agency must be able to obtain at least three comparable quotations from different car rental companies. The type of vehicle requested will depend on the municipality's requirements.			
2.2	The travel agency must separately indicate its service/booking fees on the quotation.			
2.3	The travel agency must forward their quotation to the municipality's representative who will make the final selection and inform the travel agency accordingly.			
2.4	After confirmation by way of an official purchase order from the municipality, the travel agency will make the necessary arrangements with the car rental company.			
2.5	The travel agency will confirm the car rental booking in writing (email) to the municipality's representative and will communicate any post booking changes to car rental, telephonically and in writing (email) to the municipality's representative.			
2.6	The travel agency is required to be available for all bookings and cancellation of car rentals.			
2.7	The travel agency must provide a tax invoice and monthly statements upon which payment will be processed by the municipality.			
2.8	The municipality must be registered as a preferred client of the car rental company in order for the officials to travel efficient and effectively.			
2.9	If available at the location, quotations for Uber and Taxify must be provided to the municipality.			

ITEM NO	DESCRIPTION	COMPLY		
		YES	NO	Details of deviations. If not sufficient space, attached annexure of
3. ACCOMMODATION BOOKINGS				
3.1	Accommodation bookings must be made at hotels and guest houses which has a rating of at least 3 stars.			
3.2	At least three quotations for accommodation must be obtained for every request and must be forwarded to the municipality’s representative.			
3.3	It is recommended that accommodation is arranged nearest to the venue at which the event takes place.			
3.4	The municipality may also require the travel agent to make bookings at hotels specifically chosen by the municipality in instances where travel time and cost is to be minimized.			
3.5	The municipality reserves the right to approve a quotation and will communicate same to the travel agency who must thereafter, confirm the booking with the approved supplier.			
3.6	The travel agency must separately indicate its service/ booking fees on each quotation			
4. GENERAL				
4.1	The bidder must be registered with the Association of South African Travel Agents (ASATA) and or AITA. Proof of registration to be submitted with the tender document. Failure to submit proof could be considered as a non-responsive bid.			

CONDITIONS OF BID

GENERAL

1. The lowest or any bid will not necessarily be accepted and Winnie Madikizela-Mandela Local Municipality reserves the rights to accept the whole or any part of a bid.
2. **This contract will be governed by Winnie Madikizela-Mandela Local Municipality “Conditions of Bid” only and not any conditions supplied by the bidder.**
3. Only bids received by 12h00 on the given closing date will be considered. No late bids by post, fax, courier or delivered by hand will be accepted.
4. No telegraphic or faxed bids will be accepted and all emailed bids must be clearly marked the name or reference number of the bid
5. **ALL RATES QUOTED MUST INCLUDE VALUE ADDED TAX WHERE APPLICABLE AND MUST BE FIRM.**

MUNICIPAL BID DOCUMENTS

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, shareholder²):.....

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.

.....

.....

¹MSCM 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 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. 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**

3.11.1If 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 (FULL NAMES)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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.

- (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.

3.1

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 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		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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:		
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 <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 (FULL NAMES)
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 Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 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:

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.

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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 (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

EVALUATION CRITERIA

The evaluation of this Bid will be conducted in the following two (2) stages:

Functionality Criteria

Tenders will be pre-evaluated on the criteria as set out below. Bidders that score less than 70 out of 100 points for this criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.

The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful functionality pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and SCM Evaluation team will not award any points for late submission and/or lack of response.

The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

No.	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Company (or JV) Experience	40	
2	Key Personnel	20	
3	Credit Facility	15	
4	Financial Viability	25	
TOTAL		100	

Functionality criteria are further divided as follows and points will be awarded as indicated below:

1. Company (or JV) Experience [40]

Proven track record in providing travel agency services for government institutions for a minimum of 4 years including the year 2022 = 30 points

- (a) 1 Signed Appointment letter/order and a signed referral letter¹ = 10 points
- (b) 2 Signed appointmentletters/orders and a signed referral letters = 20 points
- (c) 3 Signed Appointment letters/orders and a signed referral letters = 30 points
- (d) 4 or more Signed Appointment letters/orders and a signed referral letters = 40 points

2. Key Personnel [20]

Key Personnel² must possess a National Diploma in Travel and Tourism or Relevant qualification and points will be allocated as follows;

- (a) Relevant working experience of the booking agent in the Travel and Tourism industry 1-2 years = 10 points
- (b) Relevant working experience of accounts manager in finance with a minimum of 1-2 years or above = 10

3. Credit Facility [15]

- a) Major Accommodation Establishments in South Africa = 8 points
- b) Major Airlines operating in South Africa = 3 points
- c) Car hire companies operating in South Africa = 4 points

4. Financial Viability [25]

The rating from the bank must be on an estimated turnover of R10 million or more

Bidders must submit a Bank stamped letter with a bank confirmed turnover of R10 million or more in the past 12 months = 25 points

2. Preference points systems

Only those qualifying Bids will be evaluated in terms of the 80/20 preference points systems, where the 80 will be used for price (VAT inclusive) and the 20 for points awarded for B-BBEEE status level of contribution as follows:

¹ All reference letters must not be more than 3 months old from the date of the advert and contain a working email address of the institution issuing it

² Bidder must have a minimum of 2 dedicated personnel to Winnie Madikizela-Mandela Local Municipality of which one must be a booking agent available 24 hours a day and an accounts manager

Points awarded for B-BBEE Status Level of Contribution

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

NB: In order to claim for these points, Bidders are required to submit an original and valid B-BBEEE Status level Verification Certificates or certified copies thereof together with their Bids to substantiate their B-BBEEE rating claims.

CONDITIONS OF CONTRACT

1. Prices

The period for which prices are effective and the dates of future annual reviews must be indicated. Any future increase in prices if applicable during the three- year contract period should not be more than the Statistics South Africa CPIX index.

2. Administration

Invoices must be clearly marked with the Contract number and must be authorized by the responsible Council's representative. Invoices must be addressed to the Winnie Madikizela-Mandela Local Municipality, Budget and Treasury Department, and P O Box 12 Bizana 4800. All correspondence (relating to matters other than invoices) must be addressed to Winnie Madikizela Mandela Local Municipality, 51 Main Street, Bizana, 4800.

3. Payments

Payments will be made by direct bank transfer within 30 days after date of submission of valid invoices and statement.

4. Variations or Amendments to the Contract

No amendments, variations or additions to this contract, nor a variation of any of the terms or conditions contained in this contract, including variations to the price, will be valid unless in writing and signed by an authorized representative of Council.

5. Order of Precedence

In case of any inconsistency between the general terms and special conditions of this contract, the special terms shall take precedence.

6. Communications

The Service Provider undertakes to maintain good communication between themselves and Council during the full contractual period. During the term of the contract the Service Provider will make regular contact with the designated responsible representative of Council.

7. Indemnification

The Service Provider agrees to hold harmless and indemnify Council, its officers, agents and employees, against and from all suits and costs of any kind and description and from all damages which Council, or any of its officers, agents, or employees may sustain by reason of damage, injury, loss or theft arising out of the performance under this contract. These obligations shall survive the expiration or termination of this contract for a period of one (1) year, 10 months.

8. Assignment

The Service Provider shall not assign this contract or any moneys due or that may become due to it, without the prior written consent of Council. The Service Provider agrees and consents to Council's assignment of this contract to any agent the Council designates, at any time, providing that Council gives written notice to the Service Provider.

9. Insurance

The Service Provider must have Public Liability Cover to the value of the contract, for the duration of this contract. Proof that this cover exists must be furnished, prior to the Service Provider commencing any service on the Municipality's sites.

10. Termination

Council may terminate this contract;

a) Default in whole or in part if:

- i) The Service Provider fails to perform according to the terms and conditions of this contract;
- ii) Performance does not conform in all respects to the specifications;
- iii) The Service Provider performance materially fails to satisfy Council.

Written notification of defaults will be issued to the Service Provider for failure to perform according to the terms and conditions and specifications of this contract, and termination shall be immediate. If the Service Providers performance materially fails to satisfy Council, Council will issue written notice, specifying such dissatisfaction and an opportunity to remedy the causes. Should the deficiencies not be corrected to the satisfaction of Council, within the specified period, the Service Provider will be issued with written notice of Council termination of the contract, for default.

OR

b) Operational Requirements in whole or in part if:

- i) Due to operational requirements, the services of the Service Provider is no longer required one (1) month written notification of termination will be issued to the Service Provider.

c) Insolvency

At any time, without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to Council thereafter.

11. Confidentiality

The Service Provider agrees not to disclose or release any confidential or proprietary information of Council obtained in the performance of this contract.

12. Disputes

If a dispute between the parties arises out of or is related to this contract, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a party by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provision: Save in respect of those provisions of this agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this contract will be finally resolved in accordance with the Rules of the Arbitration Foundation of South Africa by an arbitrator agreed to between the parties and failing agreement by appointment by the Foundation. This clause 14 will be severable from the rest of this agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry or accepted repudiation of this agreement.

Neither party shall be entitled to withhold performance of any of their obligations in terms of this agreement pending the settlement of, or decision in, any dispute arising between the parties and each party shall in such circumstances continue to comply with their obligations in terms of agreement.

13. Accidents to be reported

In addition to any statutory obligation, the Service Provider shall report all incidents to Council Safety Officer, within 48 hours of their occurrence, regardless of the extent of damage to property or injury

to an employee. If required by the Safety Officer, a detailed written report of the incident shall be submitted. The Safety Officer has the right to investigate the cause and results of any incidents regardless of the location and is to be allowed full access to thoroughly investigate the incident.

14. Compensation for Occupational Injuries and Diseases Act (COID)

(No. 130 of 1993)

The Service Provider shall, before commencing the work on any Council site, produce documentary proof that he has complied with all the provisions of the Compensation for Occupational Injuries and Diseases Act. The Service Provider also undertakes to execute the contract in strict compliance with the said Act, and acknowledges responsibility for rendering all returns and paying all assessments for which he is liable in terms of the Act. The Municipality is not liable for any damages or injury to Suppliers, Service Providers or Contractors, or their employees, who fail to comply with the provisions of this Act.

15. Occupational Health and Safety Act (OHSA) (Act No. 85 of 1993)

The Service Provider must comply with the provisions of this Act. Attention is drawn to the General Safety Regulations, Vessels under pressure Regulations and their specific codes of practice. Particular attention must be paid to Section 22 of the Act. All equipment and protective clothing must be supplied strictly in accordance with the provisions of the Occupational Health and Safety Act. All equipment must be available for inspection on request.

16. Rules for Contractors on Site

- All Contractors, Suppliers and/or Service Providers providing services at Winnie Madikizela Mandela Local Municipality must fully comply with the Rules for Contractors on Site, which must be properly signed by an authorized signatory on behalf of the Contractor, Service Provider or Supplier;
- The Service Provider is also responsible to ensure that all his employees who will be working on our sites are fully familiar with the Rules for Contractors on Site which must then also be strictly complied with. Individual employees as may be required by Council must sign all appropriate documentation;
- Failure to comply with the Rules for Contractors on Site by the Contractor, Service Provider or Supplier, or any of their employees, may result in them being removed from site or being denied access to site.

17. Conflicts of Interest

The Service Provider warrants that neither it nor any of its shareholders, employees, agents or family members of any of these, or associated businesses or companies has any actual or potential conflict of interest with Council, its shareholders, directors, employees, agents or family members of any of these associated businesses or companies or in the award of any contract. Any false declaration or failure to declare relevant facts in regard to conflicts of interest will entitle Council to summarily cancel any agreement concluded, and no notice calling for breach to be rectified shall be necessary.

Financial Particulars

This schedule must be completed by the Bidder and submitted together with the Bid. If this requirement is not complied with in full the Bid may be considered invalid

Nature of Bidder: _____

Name of Representative: _____

Number: **WMM LM 30/06/22/01 RA-TRA**

	<p style="text-align: center;"><u>FINANCIAL POSITION OF BIDDER</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the Bid amount as indicated in the completed Pricing Schedule</p> <p>I / we attach a letter from the financial Institution confirming the availability of financial resources or a letter confirming that I / we have applied for financial assistance and the financial Institution is willing to favorable consider our application.</p> <p>I / we hereby give the Winnie Madikizela-Mandela Local Municipality permission to contact the financial institution stated below to verify the information given above.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1. Surname & Initials: _____ Signature: _____

2. Surname & Initials: _____ Signature: _____

FORM OF ACCEPTANCE & DECLARATION**The Municipal Manager****WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY****P O Box 12****Bizana****4800**

I/We (To be completed)

(Representative or Company name)

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Bid and Specifications, "Form A" attached, in accordance with the conditions of this bid.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this bid up to the order date.

I/We further undertake, in the event of the acceptance of this bid, either wholly or in part, to enter into a formal contract, if required, and to provide two good and sufficient sureties for the due fulfillment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the bid be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**P O Box 12****Bizana****4800**

the law of South Africa will govern the contract created by acceptance of our bid and we agree to submit to the jurisdiction of the South African Courts;

- c) that if our bid be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said bid and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said bid and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

- 1) the information provided is true and correct;
- 2) the signatory to the bid document is duly authorized;
- 3) documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 4) the valid tax clearance pin is attached;
- 5) My municipal rates and taxes are paid up to date and the following is attached:
 - a. An original/certified copy of the most recent municipal certificate,
 - b. indicating the status of payment of all municipal accounts and taxes
 - c. i.e. refuse and rates, from the Municipality in
 - d. which jurisdiction it's business is situated.
 - e. In the case where the bidder does not own property/is a tenant for
the purpose of it's business establishment, the bidder to provide an
original/certified copy of a certificate from it's landlord certifying that
all the tenants payments in respect of all municipal accounts and
taxes i.e. refuse and rates are paid up to
date.
 - f. In the case where it is not possible for a bidder to obtain the
certificate in (2) above from it's landlord, the bidder is required to
submit an original/certified copy of the lease agreement for the

premises where its business is situated.

Compulsory Pricing Schedule

All prices submitted should take into consideration the Local Government: Municipal Cost Containment Regulations, 2019 and MFMA Circular No. 97 relating to travel and accommodation			
SCHEDULE OF SERVICES	RATES (VAT INCLUSIVE)		
	Year 1	Year 2	Year 3
Accommodation Domestic:			
<i>Service Fee per reservation for one person</i>	%.....	%.....	%.....
<i>Commission on accommodation charge</i>	%.....	%.....	%.....
<i>Tour Levy per day per person</i>	%.....	%.....	%.....
<i>Bill back fee</i>	%.....	%.....	%.....
Accommodation International:			
<i>Service fee per reservation for two or more people</i>	%..... (Per group booking)	%..... (Per group booking)	%..... (Per group booking)
<i>Commission on accommodation charge</i>	%.....	%.....	%.....
<i>Tour levy per day per person</i>			%.....
<i>Bill back fee</i>	%..... %.....	%..... %.....	%..... %.....
DOMESTIC FLIGHT RESERVATION-	%.....	%.....	%.....

All prices submitted should take into consideration the Local Government: Municipal Cost Containment Regulations, 2019 and MFMA Circular No. 97 relating to travel and accommodation			
SCHEDULE OF SERVICES	RATES (VAT INCLUSIVE)		
	Year 1	Year 2	Year 3
<i>Service fee per reservation for one person</i>			
DOMESTIC FLIGHT RESERVATION- <i>Service fee per person reservation for two or more people</i>	%..... (Per group booking)	%..... (Per group booking)	%..... (Per group booking)
INTERNATIONAL FLIGHT RESERVATION- <i>Service fee per reservation for one person</i>	%.....	%.....	%.....
Airline International Reservations - <i>Service Fee per reservation for two or more people</i>	%..... (Per group booking)	%..... (Per group booking)	%..... (Per group booking)
Car Hire – <i>Service Fee</i> <i>Door-to-door Service fee</i> <i>Bill back fee</i>	%..... %..... %.....	%..... %..... %.....	%..... %..... %.....
CONFERENCE VENUE RESERVATION	%.....	%.....	%.....
CANCELLATION <i>Accommodation fee</i>	%.....	%.....	%.....

All prices submitted should take into consideration the Local Government: Municipal Cost Containment Regulations, 2019 and MFMA Circular No. 97 relating to travel and accommodation			
SCHEDULE OF SERVICES	RATES (VAT INCLUSIVE)		
	Year 1	Year 2	Year 3
<i>Car hire fee</i>	%.....	%.....	%.....
<i>Conference venue</i>	%.....	%.....	%.....
OBTAINING VISAS	%.....	%.....	%.....
OTHER FEES (SPECIFY IN DETAIL)			

Please make sure you fill the unit price columns; we need fixed amount on that side

NB:

- ♣ **FAILING TO ATTACH ANY OF THE DOCUMENTS LISTED IN FORM “E”
AND/OR FAILING TO COMPLETE THE FOLLOWING SECTIONS:
FORM “E”
WILL INVALIDATE THE BID.**

FOR AND ON BEHALF OF

NAME OF COMPANY

ADDRESS

NAME OF BIDDER

SIGNATURE OF BIDDER

DATE