YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(POLOKWANE MUNICIPALITY)*

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>PM07/2020</th>
<th>CLOSING DATE:</th>
<th>02 OCTOBER 2020</th>
<th>CLOSING TIME:</th>
<th>10:00</th>
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**BID DESCRIPTION**

APPOINTMENT OF THREE SERVICE PROVIDERS TO BE REGISTERED ON THE MUNICIPAL PANEL TO RENDER A PROVISIONING OF ACCOMMODATIONS AND TRAVEL SERVICES FOR A PERIOD OF THREE YEARS

**TOTAL BID PRICE**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM *(MBD7)* or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.

BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bodenstein and Landdros Mare Street) not later than 10:00 on **02 OCTOBER 2020**

An official and compulsory briefing session will not be applicable for this project.

The Bid box is generally open 24 hours, 7 days a week.

Completed Bid document, fully priced and signed must be sealed in an envelope marked “Bid number and Bid description”

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

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) at no fee.

**SUPPLIER INFORMATION**

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
<th>STREET ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
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<th>E-MAIL ADDRESS</th>
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<th>TAX COMPLIANCE STATUS</th>
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<th>OR</th>
<th>CSD No:</th>
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<tr>
<th>B-BBEE STATUS LEVEL NUMBER</th>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]</th>
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<td>□ Yes □ No</td>
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST]
<table>
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<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
<th>☐ Yes ☐ No</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
<th>☐ Yes ☐ No</th>
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<tr>
<td>[IF YES ENCLOSE PROOF]</td>
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<td>[IF YES, ANSWER PART B:3]</td>
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<tr>
<td>TOTAL NUMBER OF ITEMS OFFERED</td>
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<tr>
<td>SIGNATURE OF BIDDER</td>
<td></td>
<td>DATE</td>
<td></td>
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<tr>
<td>CAPACITY UNDER WHICH THIS BID IS SIGNED</td>
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**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>POLOKWANE</th>
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<tbody>
<tr>
<td>CONTACT PERSON</td>
<td>Mr. K. Mashiane</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>015 290 2148</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>N/A</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:kwemaMa@polokwane.gov.za">kwemaMa@polokwane.gov.za</a></td>
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**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

| CONTACT PERSON    | Mr. Jerry Manyama or Ms. Shokie Ramela |
| TELEPHONE NUMBER  | 015 023 5220/5344 |
| FACSIMILE NUMBER  | N/A        |
| E-MAIL ADDRESS    | jerrym@polokwane.gov.za, shokier@polokwane.gov.za |
PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
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.

2. TAX COMPLIANCE REQUIREMENTS
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? □ YES □ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? □ YES □ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? □ YES □ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? □ YES □ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? □ YES □ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……………………………………………

DATE:

……………………………………………
SCHEDULE OF CONTENTS

BID NOTICE
RESPONSIVENESS AND EVALUATION CRITERIA

FORM “A”  BID FORM
FORM “B”  GENERAL UNDERTAKING BY THE BIDDER
FORM “C”  GENERAL CONDITIONS OF CONTRACT
FORM “D”  GENERAL PROCEDURES
FORM “E”  SPECIAL CONDITIONS OF CONTRACT
FORM “F”  BID SPECIFICATIONS
MBD 3.1  SCHEDULE OF PRICES
MBD 6.1  PREFERENTIAL PROCUREMENT FORM
ANNEXURE “A”  EVALUATION PROCESS AND CRITERIA
MBD 4  DECLARATION OF INTEREST
MBD 5  DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 6.2  DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
MBD 8  DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9  CERTIFICATE OF INDEPENDENT DIB DETERMINATION
SBD 5  NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
ANNEXURE “B”  CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS
ANNEXURE “C”  AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL
BID: PM07/2020

DIRECTORATE:

BUSINESS UNIT: HUMAN RESOURCES

Bids are hereby invited for the Appointment of Three (03) Service Providers to be registered on the Municipal Panel to render a Provisioning of Accommodation and Travel Services for the Period of three (03) Years.

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

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on points for contribution, on 80/20 point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations)

Mr. DH MAKOBE
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET
POLOKWANE
RESPONSIVENESS AND EVALUATION CRITERIA

POLOKWANE MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.

- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.

- Bid forms must be completed in full and each page of the bid initialed.

- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties (In case of JV all parties must submit CSD numbers)

- Proof of payment of municipal rates and taxes.

- Complies with the requirements of the bid and technical specifications.

- Registered in the relevant professional body in the specific field

- Adheres to Pricing Instructions.
  
  a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
  
  b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.
PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or

b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;

d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;

e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;

f) Been convicted of fraud or corruption during the past five years;

g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

h) 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) or has been listed on National Treasury’s database as a person prohibited from doing business with public sector.

FORM “A”
BID NO: PM07/2020

I/We, the undersigned:

a) Bid to supply and deliver to Polokwane Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;

b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;

c) Further agree to be bound by those conditions, set out in Forms, MBD’s, SBD’s and the Annexures attached hereto, should this bid be accepted in whole or in part;

d) Confirm that this bid may only be accepted by the Polokwane Municipality by way of a duly authorized Letter of Acceptance; and,

e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.

f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.

g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at .............................................this ............ Day of ............................................ (Year)

Signature of the Bidder:  

_______________________________________________________

Name of Bidder:  

_______________________________________________________

Professional Registration No, if any, attach proof)  

_______________________________________________________

Address:  

_______________________________________________________

Date:  

_______________________________________________________

As Witness:  

1.  

_______________________________________________________

2.  

_______________________________________________________
**Particular of Sole Proprietors and partners in partnerships**

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Number</th>
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*Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership*

**State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.**

I/We the undersigned am/are authorized to enter into this contract of behalf of: __________________________________________

by virtue of __________________________________________

dated ________________________________ a certified copy if which is attached to this bid.

**Signature of authorized person:** _________________________________

**Name:** ________________________________

**of**: ________________________________

**Firm:** ________________________________

**Postal Address:** __________________________________________

_____________________________________________________________

**Date:** __________________________________________

_____________________________________________________________
As witness:

1. _________________________________________________________

2. _________________________________________________________

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _______________________________

Branch: ______________________________

Branch Code: _________________________

Accounting Number: ___________________

Type of Account: _______________________

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE BIDDER DOCUMENT IN FULL

ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED
BIDDING INFORMATION

Details of person responsible for bidding process

Name ________________________________________________________________

Contact number____________________________________________________________________

Address of office submitting bid________________________________________________________________________

_______________________________________________________

Telephone_______________________________________________________

Fax no_______________________________________________________

E-mail address _______________________________________________________

VAT Registration Number

________________________________________________________________________

Has a B-BBEE status level verification certificate been submitted? Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

□

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS): □

A REGISTERED: □

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)
ARE YOU THE ACCREDITED REPRESENTATIVE:  
Yes/No

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?  
(If YES ENCLOSURE)

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of directors passed on _____________________ 20____

Mr/Ms. __________________________________________

Has been duly authorized to sign all documents in connection with the bid for

Contract______________________________________No____________________

And any Contract, which may arise there from on behalf of

______________________________________________________________

Signed on behalf of the company:

In his/her capacity as:

Date: ____________________

Signature of signatory

As witness:  
1. ________________________________

2. ________________________________
GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. “Acceptable bid” means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. “Chairperson” means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. “Municipal Manager” means the Municipal Manager of the Municipality.
4. “Committee” refers to the Bid Adjudication Committee.
5. “Council” refers to Polokwane Municipality.
6. “Member” means a member of the Bid Adjudication Committee.
7. “Service providers” refers to the bidders who have been successful in being awarded Council contracts.
8. “SMMEs” (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. “Contract” refers to legally binding agreement between Polokwane Municipality and the service provider.
10. “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. “Contractor” means any natural or legal person whose bid has been accepted by the Council.
12. “Closing time” means the date and hour specified in the bid documents for the receipt of bids.
13. “Order” means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. “Written” or “in writing,” means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-

3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents (Forms, Schedule(s) and/or Annexure(s) to the Polokwane Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Polokwane Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to 15 fulfill the contract when called upon to do so, the Polokwane Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.
Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Polokwane Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: ______________________________

FORM “C”

General Conditions of Contract

1 DEFINITION

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 goods are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad market its goods on its 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 component 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 goods 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, component and machinery and includes other related value-adding activities.
1.19 **Order** means an official written order issued for the supply of goods or works or the rendering of a service.
1.20 **Project site,** where applicable, means the place indicated in bidding documents.
1.21 **Purchaser** means the organization purchasing the goods.
1.22 **Republic** means the Republic of South Africa.
1.23 **SCC** means the Special Conditions of Contract.
1.24 **Services** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 **Supplier** means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
1.26 **Tort** means in breach of contract.
1.27 **Turnkey** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28 **Written** or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.
3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or
any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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 GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor’s premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization.
acting on behalf of the purchaser.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is

Made in the contract, but during the contract period it is decided that inspections shall be
carried out, the purchaser shall itself make the necessary arrangements, including payment
arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in
accordance with the contract requirements, the cost of the inspections, tests and analyses shall
be defrayed by the purchaser.

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the
contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 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 weights shall take into consideration, where appropriate, the remoteness of the
goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly

With such special requirements as shall be expressly provided for in the contract, including
additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be
made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

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

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

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

16. Payment

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

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.

16.3 Payment will be made in Rand unless otherwise stipulated.

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 or in the purchaser’s request for bid validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the 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 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 goods are required, or the supplier’s services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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, sum calculated on the delivered price of the delayed goods or unperformed 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 service 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 associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser 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. Antidumping 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 favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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, 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 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 for goods delivered and/or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or 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.

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser’s country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may
refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

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

FORM “D”

GENERAL PROCEDURES

1 General Directives

2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.

2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.

2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.

2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.

2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.

2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.

2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents
On the date that the advertisement appears in the Municipality’s Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:
• Bid number;
• Description of the requirements;
• The place where the bid documents can be obtained;
• The date, time and venue where site inspection/briefing session will be (if applicable);
• Closing date and time;
• The fee applicable that must be paid before the bid documents will be issued; and
• The name and telephone numbers of the contact person for any enquiries

9 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at 10H00 on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4 Consideration of bids
• The Council takes all bids duly admitted into consideration.

• The Council reserves the right to accept the lowest or any bid received.

• The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions;

• Bid submitted on time,
• Bid forms signed and each page initialled
• All essential information provided
• Submission of a Joint Venture Agreement, which has been properly signed by all parties
• Payment of Municipal Fees

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and
   (i) The number of points scored for achieving Government’s Broad-Based Black Economic Empowerment objectives and points scored for price.
   (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
   (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and price

14.1 All bids received will be evaluated on functionality and price.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

   I. The number of points scored for achieving Government’s Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
   II. Only bid with the highest number of points will be selected.
16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality’s Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system.

II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system.

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:
Due to changed circumstances, there is no longer a need for the services, works or goods requested.
Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.
Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)
19 Sale and Letting of Asset

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets.

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.
SPECIAL CONDITIONS OF CONTRACT

- Only bidders of recognized travel agents with offices in South Africa and being members of either IATA or ASATA will be accepted.

- The appointed travel agent will be expected to provide travel services from 08H00 to 16H30 during working days. In addition, Travel Agent shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required. The employees of Travel Agent(s) must always be reachable by phone at any time of the day for emergency purposes.

- The official travel requirements for Polokwane Municipality shall be accorded the highest priority which is timely and effectively processed.

- Travel Agent(s) shall timeously deliver to the task official, his or her nominee or point of delivery/collection, all the required travel documentation, for example air tickets, vouchers in respect of accommodation, vehicle rental/car hires, etc.

- Advanced travel plans and bill of price will be submitted before finalization of the tasking order, especially for cases where a variety of travelling routes, accommodation and services are to be provided.

- Alternative arrangements must timeously be suggested if confirming seating’s or accommodation arrangements is impossible or if it can be proven that with deviations to original arrangements, financial savings can be realized.

- Appointed travel agent must be able to comply with National Treasury Hotel rates and Car rental.

- Travel Agent must compare rates with 5 Star Hotel, Tsogo Sun, City Lodges and Protea and appoint the lowest.

- Tips will be by Officials, should it be done from credit card of travel agent it will be recovered from Officials Salary.

- Pre-payment will be done on bookings which is above Fifty Thousand Rand.

- In case where the Municipality Officials miss the flight and extra cost are incurred, the agency will pay extra cost and the money will be claimed from the responsible Official.

REFUNDS

(i) The Polokwane Municipality shall be fully reimbursed at all times by the Travel Agent(s) for partly or fully unused tickets. The Travel Agent(s) shall process for refund all returned airline tickets for official travel within seven days.

SERVICE STANDARDS
The Travel Agent(s) shall provide polite responsive and efficient service at all times to fulfill the Polokwane Municipality requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and call-back should be made within one hour.

SUPPLIER RELATIONS

(i) Travel Agent(s) shall not favor any particular carriers when making reservations and are encouraged to utilize the service of BEE companies on shuttle’s and car rentals.

(ii) The Travel Agent(s) shall maintain excellent relations with all carries for the benefit of the Polokwane Municipality.

Duration

(i) The contract(s) shall be for a period of 36 months, unless terminated earlier.

(ii) Notwithstanding the proceeding paragraph the Polokwane Municipality reserves the right to terminate the contract at any time in the event of the Travel Agent(s) entering into liquidation, whether compulsory or voluntary or enter into receivership or bankruptcy or defaults on its payments.

QUALIFICATIONS OF THE SUCCESSFUL BIDDER

(i) The Travel Agent(s) shall have in its current office all the necessary equipment and facilities and shall employ a sufficient number of experience and professionally trained travel experts and staff to handle minimum requirements of the Department.

(ii) Financial Stability - The Travel Agent(s) shall produce the annual report or Audited financial statement to substantiate their application.
FORM “F”

BID NUMBER: PM07/2020

BID DESCRIPTION: Appointment of three Service Providers to be Registered on the Municipal Panel to Render a Provisioning of Accommodations and Travel Services for Period of Three (3) Years

TERMS OF REFERENCE

1. BACKGROUND

1.1 The purpose is to invite all qualified travel agent(s) who would cover the provision of an accommodation and travel management services and related services hereafter referred to as “Travel Management Services” for the Polokwane Municipality for the period of three (3) years or 36 Months.

1.2 Polokwane Municipality (PM) requires that travel and accommodation arrangements in respect of its officials, or non-officials (persons) requiring it in the interest of the Polokwane Municipality be made by a travel agent, with due consideration of the fact that the travel and accommodation arrangements will be for persons travelling for official purposes and in the interest of the Polokwane Municipality.

1.3 Polokwane Municipality is a Local Government sphere with more than one-thousand-eight hundred work force/employees and seventy-six councilors.

1.4 Officials, non-officials and Councilors of Polokwane Municipality are often expected to travel to and from places outside Polokwane Municipality’s jurisdictional area to attend meetings, trainings, workshops and other matters on behalf of Council and such occasions may require attendees to travel by flight, car and to sleepover in some places outside Polokwane Municipality’s jurisdictional area, and in such instances travel and accommodation arrangements for affected officials, non officials and Councilors qualified and competence travel agent to manage their activities in a professional manner.

1.5 On exceptional cases during our recruitment processes, the municipality may invite people from outside the municipality’s jurisdictional area as panel members, and also during interviews candidates from outside the municipality’s jurisdictional area may be invited to attend such interviews, and also during other meetings or occasions organized by Council and to be held within Polokwane Municipality, committee members/guests for such meeting/occasions could be people from outside
Polokwane Municipality’s jurisdictional area, in this instance travel arrangements for such event(s) must be done at times on a short notice. At times travel arrangements could be necessitated for internal services and at times in emergency cases. The travel agent shall be expected to take cognizance of the fact that the travel and accommodation arrangements will be for persons travelling on official purposes and in the interest of Polokwane Municipality.

2. OBJECTIVE
   a. The objective of Council is to ensure that those Officials, Councilors, and non-officials travelling on official business and in the interest of Council are able to full-fill such mandates without any hindrances, and that each requirement must be dealt with in such a manner, that the most economical travel or accommodation is arranged to satisfy the stated requirements.
   b. The Municipality plans to negotiate contract(s) for a three years’ period in case of the successful provisioning of travel management services with qualified travel agent(s).

3. GENERAL
   (i) For every duly approved travel request form, Travel Agent(s) shall immediately make bookings and source formal quotations based on the lowest fare and the most direct and convenient routing.
   (ii) In the event that required travel arrangements cannot be confirmed, Travel Agent(s) shall notify the tasking authority of the problem and present (3) alternative routings/quotations for consideration.
   (iii) For wait-listed bookings, Travel Agent(s) shall prove regular feedback on status of flights.
   (iv) Travel Agent(s) shall promptly issue and deliver accurately sms’s showing the accurate status of traveler’s booking arrangements and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus schedules prior to or during the traveler’s official trip, tickets and billing shall be modified or issues to reflect these changes.
   (v) Travel Agent(s) shall accurately advice the tasking authority of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
   (vi) Travel Agent(s) must ensure that all travelling staff has completed and approved travel documents for their journeys sufficiently before departure.
   (vii) Air tickets shall be issued only on approved ticket of the International Air Transportation Association (IATA) or ticket of recognized and reputable airlines as approved by the Polokwane Municipality.
(viii) Travel Agent(s) shall only act duly approved travel requests for official travel submitted by the responsible staff of Polokwane Municipality.

(ix) Travel Agent(s) shall be given copies of Polokwane Municipality travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all Polokwane Municipality official travel.

(x) Travel Agent(s) shall provide an information service to notify tasking authority and the traveler of such events as airport closing, cancelled or delayed flights, trains, buses voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination.

(c) HOTEL OR OTHER ACCOMMODATION AND FACILITIES FOR ORGANIZATION OF THE WORKSHOPS

(i) The Travel Agent(s) shall make reservations for lodging accommodations when requested. This service shall include initiating and confirming reservations.

(ii) The Travel Agent(s) agrees to negotiate to the maximum extent possible, discount rate including net rates, for hotel accommodations applicable specifically to reservations by the Polokwane Municipality for official travel and for seminar/workshops and to arrange such services on a countrywide basis when requested to do so.

(iii) Providing the necessary equipment for the workshop seminars (projector, screen, printer, lap-top computer) if required by Polokwane Municipality.

(d) CONFERENCE AND MEETINGS

(i) The Travel Agent(s) shall upon request, facilitate the arrangement of conferences, meetings seminars and training workshops.

(ii) The Travel Agent(s) shall identify suitable hotels or other establishments, negotiate rates and other terms and conditions and present the final for consideration and approval by the Polokwane Municipality.

(iii) The Travel Agent(s) shall, if requested assist the Polokwane Municipality in preparing for the meeting, including but not limited to, ensuring that all the agreed upon conditions are being met by the hotel or establishment where the meeting is to take place.

(iv) The Travel Agent(s) will ensure that any other services such as registration of participants, additional equipment’s, assistants and transportation of participants will be satisfactory provided.
(e) **OTHER SERVICES**

(i) Travel Agent(s) shall indicate any special features, programs, or services that would be beneficial for the Polokwane Municipality and as travelers (e.g. cost baggies follow-up insurance, preferred seating arrangements).

(ii) Travel Agent(s) shall make shuttle service and car-hire bookings including parking arrangements at the airports as and when required by Polokwane Municipality.

(iii) Travel Agent(s) must ensure that shuttle service suppliers are BEE compliant and potential emerging service providers are given preference and they meet the requirements of the Polokwane Municipality at all times.

(f) **TRAVELLER’S PROFILES**

(i) The Travel Agent(s) shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by the Polokwane Municipality, setting forth the traveler’s preferences regarding airlines, hotels, seating and meal requirements, passport and such other information is useful to facilitate such travelers travel arrangements.

(g) **MANAGEMENT REPORT**

(i) The Travel Agent(s) shall provide the Polokwane Municipality with management information reports consisting, at a minimum, of the following:

- A concise quarterly narrative of the Travel Agent(s) activities, which shall be submitted to the tasking authority within 10 calendar days after the end of the quarter. This report should identify problems, if any and recommend solutions. Suggestions to enhance service should be included.

- A monthly summary (including year to date cumulative figures) of sales activity data which shall be submitted to the tasking authority within 10 days of the end of the month. This summary shall reflect all official sales activities with each airline based on tickets value. This report should also show a detailed analysis of the number of trips, carries used; savings achieved from the carrier’s lowest available. Ticket refund status reports are also required.

(ii) The Travel Agent(s) shall provide the BEE status report on quarterly basis to the Polokwane Municipality.

(h) **PERFORMANCE EVALUATION AND REVIEW**
The Travel Agent(s) shall meet periodically with the tasking authority to discuss issues of mutual concern to review the Travel Agent(s) performance and to discuss improvements which the Travel Agent(s) or the tasking authority should make in order to achieve more effective travel management and greater savings. The Travel Agent(s) shall arrange meetings quarterly to discuss travel updates and other travel matters with the tasking authority. The Travel Agent(s) shall make the Polokwane Municipality aware immediately of major industry changes, which have a broad impact on its travel policy or procedures.

**TRAVEL AGENT(S)’S QUALITY CONTROL**

(i) The Travel Agent(s) shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the Polokwane Municipality. These procedures shall include a self-inspection system covering all the services to be performed under the contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the Polokwane Municipality. The tasking authority shall be notified of any deficiencies found and corrective action taken, such actions shall be included in the Travel Agent(s) narrative report required under section “G” Management Report.

(ii) The Polokwane Municipality reserves the right to conduct its own quality control surveys among frequent travelers.

(iii) The Travel Agent(s) warrant that the personnel assigned to handle the Polokwane Municipality travel arrangements shall have a strong control tariff experience and shall constantly be trained to be kept up to date.
4. TERM OF REFERENCE (PROJECT SPECIFICATION)

SERVICES TO BE PROVIDED BY TRAVEL AGENT FOR POLOKWANE MUNICIPALITY SHOULD COVER THE FOLLOWING ASPECTS:

A : PROCEDURES RELATING TO AIR TRAVEL;

i. Planning, arranging and amending air travel bookings through available branch offices and agencies situated inside or outside South Africa in line with the PM’s travel policy as amended from time to time.
ii. Negotiating discounts on standard tariffs for air travels with all available airline companies.
iii. Negotiating discounts in travel or credits, on accumulated expenditure for air travels with all available airline companies.

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

2. Authorise Request: The authority appointed to approve request for travelling, reviews the request and approves it if in order.

3. Preliminary Bookings: If approved to travel, the official is referred to the tasking authority, which will contact the travel agent and make preliminary bookings. Such bookings will be for the account of the relevant tasking authorities and may not enable travellers to gain any personal benefits.

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

5. Authorise Issuance of Air Ticket: The travel agent will be issued with the following whereby the issuance of the air ticket is authorised by the Polokwane Municipality:
   a. Travel authorisation (Approval of Official Travel, Travel Plan and Accommodation): It is to be noted that, if a combined preliminary booking has been made for a group of travellers, each traveller is to be reflected on the travel authorisation.

6. Issuance of Air Tickets: Only when the official trip authority form (Approval of Official Travel, Travel Plan and Accommodation) is received, will the travel agent confirm the preliminary booking by issuing the air ticket to the tasking authority.

7. Delivery of Air Ticket: The travel agent will deliver the air ticket to the tasking authority/ his or her nominee or the point of delivery or collection.

8. Collection of Air Tickets: It is to be noted that only in exceptional cases as mutually agreed between the travel agent and the tasking authorities, may air tickets be collected from the travel agent or from passenger services at airports. In such cases, arrangements are to be made by the tasking authorities to ensure that air tickets are collected and are liable for payment. This could result in used air tickets and boarding passes being handed in to the tasking authorities by the travellers.
9. **Distribution of Documentation**: The distribution of documentation will be as follows:

   a. **Trip authority (Approval of Official Travel, Travel Plan and Accommodation)**: The following concerns will be in possession of the indicated copies of the continued document:
      i. The travel agent will have a facsimile copy of the Trip Authority.
      ii. Human Resource Management: Will keep the original Trip Authority.
      iii. The tasking authority (SBU) will also have a copy.

   b. **Air Ticket**: The air ticket will be divided between the following:
      i. The **traveller** will have the ticket with the number of valid coupons required per travelling route therein for use during the actual travel.
      ii. The **Travel Agent** will have copies of the air tickets for record purposes and submission with the invoices later.

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

    a. **Cancellation of Travel**: The air ticket is to be returned by the tasking authority to the travel agent who will cancel the booking. If payment had been made or an invoice had already been submitted to the Polokwane Municipality, a credit note will be processed. In the event of cancellation fees being levied, the travel agent is to invoice the Polokwane Municipality accordingly.

    b. **Changes to Travel**: The tasking authority is timeously to approach the travel agent and have the original bookings cancelled. The following will then apply:
       i. **No Changes in Tariffs**: The tasking authority will obtain stickers from the travel agent with the new travelling particulars thereon and stick them onto the relevant air tickets, by that activating the air tickets for use within the prescribed period in which the air tickets are still valid.
       ii. **Changes in Tariffs or Levying of Additional Fees**: The tasking authority is to return the relevant air ticket to the travel agent so that a new ticket can be issued. The tasking authority is to also forward an additional trip authority to cover the increase in tariffs. The amendment is to be confirmed in writing.

11. **Replacement of Lost Air Ticket**: The following actions have to be taken:
    a. The tasking authority will report the loss of the air ticket to the nearest office of the SA Police Service, approach the travel agent to cancel the relevant air ticket and submit the reference number of the particular case as provided by SA Police Service to the travel agent.
    b. The travel agent will approach the airline company concerned to cancel the relevant air ticket and submit the particulars to the SA Police Service.
    c. A new air ticket will be issued and forwarded to the tasking authority.
    d. In case of an invoice already issued and submitted to the tasking authority, a document showing the change in the air ticket number; is to be submitted to the tasking authority.

12. **Weighing-in at Airport**: Travellers are to ensure that they timeously weigh-in at airports to prevent cancellation of bookings or additional costs relating to changes in bookings.

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

14. **Excess Luggage**: Official excess luggage is to be dealt with as follows, whilst private excess luggage remains the responsibility and cost of the traveller concerned:
   a. **Prior Knowledge**: The tasking authority is to provide either the traveller with the estimated amount of money, or the travel agent with a government order, depending on the volume and cost of the excess involved.
   b. **Weighing-in at Airport**: The traveller will be obliged to pay the cost for any excess luggage identified during the weighing-in at airports and submit any claim for reimbursement to the tasking authority that authorised the issuance of the air ticket.

15. **Lounges at Airports**: Use of dedicated lounges at airports may only be used by travellers if it is at no additional cost to the PM or if it is included in the relevant air ticket. In the event of specific and special requirements relating to international travel, the tasking authorities are to make special arrangements with the travel agent, with due consideration that costs are to be kept to the minimum.

**B : PROCEDURES RELATING TO ARRANGEMENTS FOR ACCOMMODATION**;

i. Planning, booking and amending accommodation with any hotel group, private hotel or other available concern, for example guesthouse or boarding house, where such a requirement is referred to the travel agent in line with the Polokwane Municipality’s travel policy as amended from time to time.

   ii. Negotiating discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels or other concerns.

1. **Identify Requirement**: An official of the Polokwane Municipality identifies a need to be accommodated during a visit away from his or her headquarters.

2. **Authorise Request (Approval of Official Travel, Travel Plan and Accommodation)**: The authority appointed to approve requests for use of accommodation, reviews the request and approves it if in order.

3. **Preliminary Bookings**: If approved the official is referred to the tasking authority, which will contact the travel agent and make preliminary bookings. The travel agent will in all instances book accommodation in the cheapest group, unless instructed in writing to the contrary by the tasking authority.

4. **Group Travel**: In the case of more than one person requiring accommodation, bookings are to be combined. One voucher for accommodation in respect of the combined booking must be issued by the travel agent.

5. **Method of Payment**: The Polokwane Municipality will effect payment for accommodation directly to the travel agent after receipt of invoice as prescribed.

6. **Authorise Issuance of Voucher for Accommodation**: The travel agent will receive written confirmation (Approval of Official Travel, Travel Plan and Accommodation) of accepting the preliminary booking, whereby the issuance of the voucher for accommodation is authorised by the Polokwane Municipality.
7. **Issuance of Voucher for Accommodation**: When the approval of Official Travel, Travel Plan and Accommodation is received, the travel agent will confirm the preliminary booking by issuing the voucher for accommodation to the tasking authority.

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

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

10. **Changes to Accommodation Arrangements**: If changes occur to the original accommodation arrangements, the tasking authority is to liaise with the travel agent and make the necessary arrangements, with the proviso that such changes are confirmed in writing. The following actions will be taken for the indicated cases:

    a. **Cancellation of Accommodation**: The voucher for accommodation is to be returned by the tasking authority to the travel agent who will cancel the booking.

    b. **Changes to Accommodation Arrangements**: The tasking authority is timeously to approach the travel agent and have the original bookings changed.

11. **Replacement of Lost Voucher for Accommodation**: The travel agent will issue a new voucher for accommodation and forward it to the tasking authority.

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

13. **Non utilisation of Accommodation**: In the event of the accommodation not being used as booked and the concerns not timeously being advised of any cancellation or changes to the bookings, such non-utilisation of accommodation is to be reported to the relevant tasking authorities.

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

**NB**: Hotel bookings are to be made on a bed, breakfast, dinner, two soft drinks and parking basis only, unless specifically authorized to book on another basis, and it must be made clear to the hotel at the time of making the booking that the individual persons will be responsible for all other costs exchanging meals, such as telephone expenses, dry cleaning, alcoholic beverages, etc.
C : PROCEDURES RELATING TO ARRANGEMENTS FOR VEHICLE RENTAL/CAR HIRE;

i. Planning, arranging and amending vehicle rental/car hire through available agencies situated inside or outside South Africa in line with the Polokwane Municipality’s travel policy as amended from time to time.

ii. Negotiating discounts on standard tariffs for vehicle rental/car hire with all available vehicle rental/car hire agencies.

1. Identify Requirement: An official of the Polokwane Municipality identifies a need to utilise a vehicle/car during a visit away from his or her official headquarters.

2. Authorise Request (Approval of Official Travel, Travel Plan and Accommodation): The authority appointed to approve requests for use of transport, reviews the request and approves it if in order.

3. Preliminary Bookings: If approved the official is referred to the tasking authority, which will contact the travel agent and make preliminary bookings. The travel agent will in all instances hire a vehicle from the cheapest vehicle rental/car hire agent, centres instructed in writing to the contrary by the tasking authority.

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

5. Method of payment: The Polokwane Municipality will effect payment for vehicle rental/car hire directly to the travel agent after receipt of the invoice as prescribed.

6. Authorise Issuance of Voucher for vehicle rental/car hire: The travel agent will receive written confirmation (Approval of Official Travel, Travel Plan and Accommodation) of accepting the preliminary booking, whereby the issuance of the voucher for vehicle rental/car hire is authorised by the Polokwane Municipality.

7. Issuance of Voucher for vehicle rental/car hire: When the approval of Official Travel, Travel Plan and Accommodation is received, the travel agent will confirm the preliminary booking by issuing the voucher for vehicle rental/car hire to the tasking authority.

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

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

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

a. **Cancellation of vehicle rental/car hire**: The voucher for car hire is to be returned by the tasking authority to the travel agent who will cancel the booking.

b. **Changes to car hire (transport arrangements)**: The tasking authority is to timeously approach the travel agent and have the original booking changed.

11. **Replacement of lost voucher for vehicle rental/car hire**: The travel agent will issue a new voucher for vehicle rental/car hire and forward it to the tasking authority.

12. **Arrival at a vehicle rental/car hire agency**: At the reception, the person will hand in a vehicle rental/car hire voucher, sign the required documents, inspect the vehicle and its accessories and take possession of the vehicle. A car hire agency must ensure that insurance is taken with every car hire.

13. **Non-utilisation of the hired vehicle**: In the event of the hired vehicle not being utilised as booked, and the concerns not timeously being advised of any cancellation or changes to the bookings, such non-utilisation of the hired car is to be reported to the relevant tasking authorities.

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

**D : PROCEDURES RELATING TO SUPPLY OF SUPPORT SERVICES;**

1. **Branch Offices and Agencies**:

a. Local branch offices or agencies where domestic and/or international requirements can be planned and/or booked, and where amendments to bookings can be done, are to be available in the main centres of South Africa.

b. Branch offices or agencies with whom liaison exists, where bookings or amendments to bookings can be done, are to be available outside South Africa.

c. In certain instances and with prior approval of the Polokwane Municipality, in-house facilities of the travel agent may be permitted which will be subject to such facility being at the cost of the travel agent.

2. **Delivery Service**: All air tickets and travel documentation will be timeously delivered to the tasking official, his or her nominee or the point of delivery/collection. Only in exceptional cases and as mutually agreed between the travel agent and the tasking authority, may air tickets and travel documentation be collected by members or nominees of the tasking authority from the travel agent or designated collection point.

3. **24 Hour Service**: Personnel from the travel agent must be available on 24-hour basis, so that as and when required, unexpected changes to a travel plan or accommodation or vehicle rental/car hire can be made.
4. **Workshops**: The travel agent must arrange regular workshops during which relations and functioning between the travel agent and the tasking authorities can be structured and maintained.

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

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

- **Preliminary Arrangements**: If the request is approved, the official is referred to the tasking authority, which will contact the travel agent and make preliminary arrangements.

- **Price Quotations**: To enable the tasking authorities to have a record of applicable tariffs, the travel agent is to give the tasking authority price quotations for each type of supporting service required.

- **Establish Method of Payment**: The tasking authority will establish which method of payment will be used in consultation with the travel agent.

- **Authorise Arrangements**: Depending on the method of payment, the travel agent will be issued with the necessary documentation, whereby the arrangements will be authorised by the Polokwane Municipality, for example by means of Polokwane Municipality order.

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

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

- **Travelling Gifts**: The providing of travelling gifts by the travel agent or any other company involved with the intended travel will be done at the initiative of the travel agent or company concerned and will under no circumstances be a requirement from the Polokwane Municipality or officials concerned. Should any such gifts be provided to the travellers, the tasking authorities are to ensure that the official concerned declares such gifts in the prescribed manner.
E : PROCEDURES RELATING TO PAYMENT;

1. **Submission of Invoices**: If travel authorisations were submitted to the travel agent, the travel agent will give the Office/ tasking authority the required invoices at least on a weekly basis. Account statements must be submitted on a monthly basis. Reconciliations weekly. Electronic Invoices and supporting documentation. Invoices are payable upon presentation. The invoices are to contain the following minimum basic information and additional specific information relating to the indicated service provided:

a. **Basic Information**
   i. Invoice number and date.
   ii. Travel agent’s name, address, office of issue and consultant’s name.
   iii. Person’s name and designation.
   iv. Travel authorisation number (NB: a copy of this authorisation must be submitted with all invoices).
   v. Amount (including VAT).

b. **Air Travel Information**
   i. Date of travel.
   ii. Air ticket number.
   iii. Airline Company’s name.
   iv. Passenger’s name.

c. **Accommodation**
   i. Date and period (days) of accommodation.
   ii. Service Provider.
   iii. Name of Person.
   iv. Copy of service provider’s invoice and detailed service vouchers.
   v. Invoices to be collected from service providers by traveller in cases of international trips.

d. **Vehicle Rental/Car Hire**
   i. Date and period of travel.
   ii. Service Provider (vehicle rental/car hire agency).
   iii. Name of Person (official who utilised vehicle).
iv. Copy of service provider’s invoice and detailed trip sheets (log sheets) indicating the distance travelled and the starting points and destinations.

v. Class of vehicle utilised.

2. **Certification of Invoices**: Upon receipt of invoices, the tasking authority will do the following:
   - **Basic Check**:
     a) Update the control register.
     b) Ensure that invoices compare with the relevant documentation.

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

3. **Submission for Payment**: The tasking authority will submit the following payment documentation to the SBU: Finance so that payment can be made:
   a. Payment copies of the relevant documentation.
   b. Original invoices.
   c. Correspondence amending the amounts or amending numbers of relevant tickets replacing lost tickets on invoices.

4. **Payment**: The following methods of payment will occur:

   When the payment documentation is received, the SBU: Finance will verify that all the required documentation had been received and are correct before authorizing payment. Electronic payments will be generated.

5. **Credit notes**: Credit notes are to contain the following minimum information:
   a. Credit note number and date.
   b. Travel agent’s name and address, and consultant’s name.
   c. Person’s name and designation.
   d. Travel authorisation number.
   e. Invoice number and date.
   f. Amount (including VAT).
F : PROCEDURES RELATING TO ACCUMULATED CREDITS;

1. Information Concerning Accumulated Credits: The travel agent will advise the Polokwane Municipality every six (6) months of credits relating to the relevant airline companies. The information is to reflect credits earned, used and outstanding.

2. Processing of Air Tickets Against Accumulated Credits: The travel agent must assist Polokwane Municipality with the utilisation of the accumulated credits as well as any other travel arrangements arising out of this upon request.

3. Recording of Credits Used: The travel agent will ensure that the use of credits is properly recorded with the relevant airline companies.

4. Conditions Applicable to Air Tickets used Against Accumulated Credits: The following conditions will be applicable to the used air tickets against the accumulated credits:

   a. All travels will be official and in accordance with Polokwane Municipality policy concerning the use of public airline companies.

   b. The air tickets will only be for use on the airline companies concerned.

   c. Once the air tickets are issued against the accumulated credit, any cancellation of air tickets thereafter will not reinstate such credits used.

   d. Once the available credit has decreased to an amount not able to cover the value of an air ticket, the balance is to be retained until the next credits are advised. This implies that part payment of air tickets is not allowed.

G : FORMAT OF MANAGEMENT REPORTS;

1. Information per SBU: The Polokwane Municipality requires that detail per responsibility be reflected in monthly submitted management reports. The information is to reflect the following per responsibility:

   a. Air Travel
i. Date of travel.

ii. Passenger’s particulars.

iii. Airlines travelled.

iv. Cost relating to airport taxes or excess luggage.

v. Cost of air travel.

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

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

viii. Total amount spent per airline used for the specific.

ix. Total amount spent for the specific month.

x. Total amount saved for the specific month.

xi. Total accumulative amount saved for the specific year.

xii. Total percentage of saving for the specific year.

b. Accommodation
   i. Date and period of accommodation.

   ii. Name of person.

   iii. Service provider, service provider's grading and the BEE status.

   iv. Cost of accommodation.

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

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

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

c. Vehicle Rental/Car Hire
   i. Date and period of travel.

   ii. Name of person.

   iii. Service provider.
iv. Total distance travelled and total cost.

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

vi. Percentage saving in relation to most expensive standard tariff for specific class of vehicle.
**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE:** NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL ONLY BE CONSIDERED FOR FOREIGN TRIP(S). IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

### AIR TRAVEL

**Financial Aspects of Air Travel**

<table>
<thead>
<tr>
<th>Special Tariffs</th>
<th>What specially negotiated tariffs are offered other than the normal special tariffs?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Discounts</td>
<td>What specially negotiated discounts are offered?</td>
</tr>
<tr>
<td>C .Accumulated Credits</td>
<td>What specially negotiated credits based on accumulated travel/sliding scale are offered?</td>
</tr>
</tbody>
</table>

**Classes of Air Travel**

- .........................................................

### ACCOMMODATION

**Financial Aspects of Accommodation**

<table>
<thead>
<tr>
<th>Special Tariffs</th>
<th>What specially negotiated tariffs are offered other than the normal special tariffs?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Discounts</td>
<td>What specially negotiated discounts are offered?</td>
</tr>
<tr>
<td>C .Accumulated Credits</td>
<td>What specially negotiated credits based on accumulated travel/sliding scale are offered?</td>
</tr>
</tbody>
</table>

**Classes of Accommodation**

- .........................................................
## VEHICLE RENTAL/CAR HIRE

### Financial Aspects of Vehicle rental/car hire

<table>
<thead>
<tr>
<th>Special Tariffs</th>
<th>What specially negotiated tariffs are offered other than the normal special tariffs?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Discounts</td>
<td>What specially negotiated discounts are offered?</td>
</tr>
<tr>
<td>Accumulated Credits</td>
<td>What specially negotiated credits based on accumulated travel/sliding scale are offered?</td>
</tr>
<tr>
<td>Delivery/Collection fee</td>
<td>What fee is levied for delivery/collection of vehicles?</td>
</tr>
</tbody>
</table>

### Classes of Vehicle rental/car hire

<table>
<thead>
<tr>
<th>What classes of Vehicle rental/Car hire qualify for credits?</th>
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</thead>
<tbody>
<tr>
<td>...</td>
</tr>
</tbody>
</table>
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


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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
b) the 80/20 preference point system will be applicable to 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:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>
1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
    A maximum of 80 or 90 points is allocated for price on the following basis:
\[ P_s = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \] or \[ P_s = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

- \( P_s \) = Points scored for price of bid under consideration
- \( P_t \) = Price of bid under consideration
- \( P_{\text{min}} \) = 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:

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

5. BID DECLARATION

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

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

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

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

Yes  No

7.1.1 If yes, indicate:

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

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

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

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

*(Tick applicable box)*

Yes  No

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>♦️</td>
<td>√️</td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 audialterampartem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution

WITNESSES

1. .............................................
2. .............................................

SIGNATURE(S) OF BIDDERS(S)

DATE: .............................................
ANNEXURE A

EVALUATION PROCESS AND CRITERIA

BID NO: PM07/2020

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide a Central Supplier Database (CSD) number.
- All pages of the bid document initialed and signed where required.
- Completed and signed declaration on past SCM practices form (MBD8).
- Signed J/V agreement submitted (Where applicable).
- Signing of the declaration of interest form (MBD4).
- Copy of municipal rates and taxes statement of account which is not older than three (3) months or proof of leasing agreement for service providers who are renting or leasing offices and letter from Tribal Authority.
- Attach Proof of registration with Institute of IATA/ ASATA
## 2. EVALUATION ON QUALITY/FUNCTIONALITY = 100

<table>
<thead>
<tr>
<th>Bidder evaluation criteria for functionality</th>
<th>Weight</th>
<th>Descriptions</th>
<th>Points allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous experience of a company</td>
<td>40</td>
<td>- The bidder has the necessary and more experience in traveling services and accommodation. (7 + yrs.)&lt;br&gt;- The bidder has the average experience in traveling services and accommodation (5 - 6 yrs.)&lt;br&gt;- The bidder has less experience in traveling services and accommodation (3 - 4 yrs.)&lt;br&gt;- The bidder has partial experience in traveling services and accommodation (1 - 2 yrs.)</td>
<td>40</td>
</tr>
<tr>
<td>Financial Capacity</td>
<td>20</td>
<td>Three Year Audited or Reviewed Annual Financial statements complying with the following:&lt;br&gt;- Submission of Audited or Reviewed AFS.&lt;br&gt;- Non Submission of Audited or Reviewed AFS.</td>
<td>20</td>
</tr>
<tr>
<td>Financial standing / Ability to execute the project</td>
<td>20</td>
<td>Rating&lt;br&gt;- A - B&lt;br&gt;- C&lt;br&gt;- D&lt;br&gt;- E&lt;br&gt;- F-H</td>
<td>20</td>
</tr>
</tbody>
</table>
BBB-EE rating to be provided with rating certificate from accredited rating agency or Sworn Affidavit  

<table>
<thead>
<tr>
<th>BBB-EE Level contribution. (Attach Original or Certified BBBEE certificate or Sworn Affidavit)</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Level 1 - 20</td>
<td></td>
</tr>
<tr>
<td>• Level 2 - 18</td>
<td></td>
</tr>
<tr>
<td>• Level 3 - 14</td>
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<tr>
<td>• Level 4 - 12</td>
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<tr>
<td>• Level 5 - 8</td>
<td></td>
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<tr>
<td>• Level 6 - 6</td>
<td></td>
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<tr>
<td>• Level 7 - 4</td>
<td></td>
</tr>
<tr>
<td>• Level 8 - 2</td>
<td></td>
</tr>
<tr>
<td>• Non-compliant contributor - 0 Points</td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL | 100 |

The bidder must obtain a minimum score of 70% of points allocated for quality (functionality) to qualify to be on panel (only top three will be registered). There will be no further evaluation on price.
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. ............................................................................................

      ............................................................................................................................................
MSCM Regulations: “in the service of the state” means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

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

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

3.10.1 If yes, furnish particulars.

……………………………………………………………………………………………………

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

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

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

3.12 Are any of the company’s directors, trustees, managers,
principle shareholders or stakeholders in service of the state? YES / NO
3.12.1 If yes, furnish particulars.

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

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

3.13 Are any spouse, child or parent of the company’s directors
trustees, managers, principle shareholders or stakeholders
in service of the state? YES / NO
3.13.1 If yes, furnish particulars.

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

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

3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are bidding for this contract. YES / NO
3.14.1 If yes, furnish particulars:

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>State Employee Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

………………………………….
…………………………………………

Signature                                                                 Date
…………………………………………
………………………………….

Capacity                                                                    Name of Bidder
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?

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

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

   YES / NO

3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

   ........................................................................................................
   ........................................................................................................
CERTIFICATION

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

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

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

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

........................................................................... ..............................................................
Position                          Name of Bidder
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:201x as follows:

\[ LC = 1 - \left( \frac{P}{B} \right) \times 100 \]
Where

\[ x \quad \text{imported content} \]
\[ y \quad \text{bid price excluding value added tax (VAT)} \]

Prices referred to in the determination of \(x\) must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.
2. Definitions

2.1. “bid” includes advertised competitive bids, written price quotations or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “Duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “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.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:
4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
NB: Bidders must submit proof of the SARB rate(s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. .......................................................................................................................... 

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

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

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ................................................................. (full names), do hereby declare, in my capacity as ............................................................ of .................................................................(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price, excluding VAT (y)</td>
<td>R</td>
</tr>
<tr>
<td>Imported content (x)</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for Local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content % as calculated in terms of SATS 1286</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).
<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE: __________</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS No. 1</td>
<td>DATE: __________</td>
</tr>
<tr>
<td>WITNESS No. 2</td>
<td>DATE: __________</td>
</tr>
</tbody>
</table>
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
<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? (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 <em>audi alteram partem</em> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.7.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 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 per 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) must be completed and submitted with the bid:
6
   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 Municipality / Municipal Entity)

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

I certify, on behalf of: __________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) Has been requested to submit a bid in response to this bid invitation;
   (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder;
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 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
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:
   (a) Any single contract with imported content exceeding US$10 million.
   or
   (b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million. or
   (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million. or
   (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation
2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;

b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;

d. the contractor will submit a business concept for consideration and approval by the DTI;

    upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

e. the contractor will implement the business plans; and
f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ........................................... Closing date:...........................................

Name of bidder .................................................................................................................

Postal address ...................................................................................................................

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

Signature............................................ Name (in print)..................................................

Date.........................................................
ANNEXURE “C”

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO:    MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____________________________(Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

<table>
<thead>
<tr>
<th>Directors/shareholders/Partner</th>
<th>Physical address of the Business</th>
<th>Municipal Account No.</th>
<th>Physical residential address of Director/Shareholder/Partner</th>
<th>Municipal Account No.</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

NB: Please attach certified copy (ies) of ID document(s)

_________________________  __________________________
Signatory  Date

Witnesses

1. ______________________  ______________________  ______________________
   Full Names  Signature  Date

2. ______________________  ______________________  ______________________
   Full Names  Signature  Date
AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: ________________________________ (Name of the Bidder or Consortium)

I, ________________________________, the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at ___________________________ Date _____ Month _______ 20_____

Print Name: __________________________

Signature: ___________________________

Thus done and signed for and on behalf of the bidder/Contractor

__________________________

Signatory

Date

Witnesses

1. ____________________________

Full Names

Signature

Date

2. ____________________________

Full Names

Signature

Date