MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

PROCUREMENT DOCUMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL AGENCY SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS

CLOSING DATE	01 DECEMBER 2026	CLOSING TIME	13h30

NAME OF BIDDER:											
ADDRESS OF BIDDER:											
CSD SUPPLIER NUMBER:	**M**	**A**	**A**	**A**							
TOTAL BID PRICE (INCL. VAT)											
B-BEE STATUS LEVEL OF CONTRIBUTION											
LOCALITY (Municipal Area / Province where the business is located)											
LOCALITY POINTS CLAIMED											
SIGNATURE OF PRINCE ALBERT MUNICIPAL OFFICIALS AT TENDER OPENING	**1.**										
	2.										

Take note: B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

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PRINCE ALBERT MUNICIPALITY

Tender Notice

TENDER NUMBER: **132 / 2026**

TENDER DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL AGENCY SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS**

CLOSING DATE & TIME: **01 DECEMBER 2026 @ 13H30**

Prince Albert Municipality hereby invites formal tenders for the **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL AGENCY SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.** Tender documents are available at no charge from the Prince Albert Municipality Website at www.pamun.gov.za (Website navigation is as follow: Procurement, Tenders/Quotations available). **Tender documents will be available from 30 October 2026 at 12h00.**

Alternatively, a hard copy set of tender documents can be obtained from Ms. Christa Wilskut (Finance Division, Thusong Centre, Prince Albert, 6930) during office hours (Monday-Thursday, 07h30 to 16h00) and Friday (07h30 to 15h30) at a non-refundable cost of R 150.00 (VAT Included), payable in cash at the cashiers at the Prince Albert Municipality's Finance Division or via EFT deposit in favour of the Prince Albert Municipality, ABSA Bank, Branch code 632005, and Account number 2640-5600-64. Reference to be used: T132/2026 and company name.

Bids must remain valid for a period of one hundred and twenty (120) days after the closing date of the bid. Enquiries can be directed as follow:

TYPE OF ENQUIRY	CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS
Bidding procedures and tender documents	Ms. Christa Wilskut	023 541 1668	scm@pamun.gov.za
Technical / Specification related Enquiries	Mr. Mzuvukile Bebeza	023 541 1668	mzuvukile@pamun.gov.za

Bids must be submitted in sealed envelopes, clearly marked with the tender number and tender description. Bidders that fail to adhere to this requirement, will be disqualified at the bid opening. Late or unmarked bids will not be considered. **Telegraphic, telephonic, telex, facsimile, e-mail and late bids will not be accepted.**

Bids must be deposited in the tender box at the Finance Division (Thusong Centre, Adderley Street, Prince Albert, 6930). The tender box will be open as follow:

Monday to Thursday: 07h30 and 16h00

Fridays: 07h30 and 15h30.

Bids will be opened in public immediately after the closing date at the Finance Division (Finance Building, Thusong Centre).

Bids will be evaluated according to the 80/20 preference points system. The bids are subject to the Council's Supply Chain Management Policy, the Municipal Preferential Procurement Policy, and the Preferential Procurement Regulations, 2022 (Government Gazette 47452, dated 04/11/2022). The General Conditions of Contract is also applicable. **Tenderers must be registered on the Central Supplier Database (CSD) if they wish to conduct business with the municipality.**

The preferential points system applied (80/20) in terms of the Preferential Procurement Policy are as follow:

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
LOCALITY	10
TOTAL POINTS	**100**

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.

ADV. MATTHYS GILIOMEE
Municipal Manager
28 October 2026

TENDER CHECKLIST				
PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:				
Authority to Sign a Bid – is the form duly completed and is a certified copy of the resolution attached?	**YES**		**NO**	
MBD 2 (Tax Clearance) – is an **ORIGINA**L and **VALID** Tax Status Pin attached?	**YES**		**NO**	
Functionality scoring – Is the form duly completed and signed? Supporting schedules, documents, proof of experience and other information required (if functionality is applicable).	**YES**		**NO**	
MBD 3.1 (Pricing schedule) – Is the form duly completed and signed?	**YES**		**NO**	
MBD 4 (Declaration of Interest) – Is the form duly completed and signed?	**YES**		**NO**	
MBD 5 (Declaration for Procurement above R 10 million) – Is the form duly completed and signed?	**YES**		**NO**	
MBD 6.1 (Preference Points claim for purchases/services) – Is the form duly completed and signed? Is a **CERTIFIED** copy of the **B-BBEE Certificate** or the **original B-BBEE Certificate** attached?	**YES**		**NO**	
MBD 7.1 (Contract form – Purchase of Goods / Works) – Is the form duly completed and signed (if applicable)?	**YES**		**NO**	
MBD 7.2 (Contract form – Rendering of services) – Is the form duly completed and signed (if applicable)?	**YES**		**NO**	
MBD 7.3 (Contract form – Sale of Goods / Works) – Is the form duly completed and signed (if applicable)?	**YES**		**NO**	
MBD 8 (Declaration of Past Supply Chain Practices) – Is the form duly completed and signed (if applicable)?	**YES**		**NO**	
MBD 9 (Certificate of Independent Bid Determination) – Is the form duly completed and signed?	**YES**		**NO**	
MBD 15 (Certificate of Payment of Municipal Accounts) – Is the form duly completed and signed? Are the **Identity numbers and certified copies, residential addresses and municipal accounts** of **ALL** members, partners, directors, etc. provided on the form **and attached** as requested?	**YES**		**NO**	
Attached **Central Supplier Database (CSD) Report?**	**YES**		**NO**	
Attached lease agreement / municipal accounts of the bidding firm?	**YES**		**NO**	

CERTIFICATION

I, the undersigned (full name....., certify that the information furnished on this checklist is true and correct.

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

MUNISIPALITEIT VAN **PRINS ALBERT**

MUNICIPALITY OF **PRINCE ALBERT**

MBD 1 - INVITATION TO BID								
DETAILS OF TENDERER								
NAME OF BIDDER:								
TRADING AS: (if different from above):								
STREET ADDRESS:								
	City / Town		**Code**					
POSTAL ADDRESS:								
	City / Town		**Code**					
CONTACT PERSON:								
ENTERPRISE REGISTRATION NUMBER		**CIDB CRS NUMBER:**						
TCS PIN:		**FACSIMILE NUMBER:**						
EMAIL ADDRESS:								
TELEPHONE NUMBER:		**CELLPHONE NUMBER:**						
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?							**YES**	**NO**
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD 6.1)?							**YES**	**NO**
HAS THE DELCARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED?							**YES**	**NO**

DECLARATION

I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Prince Albert Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.

NAME (PRINT):		**SIGNATURE:**	
CAPACITY:		**DATE:**	

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

(i) Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

(ii) All bids must be submitted on the official forms provided–(not to be re-typed) or online

(iii) This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the Prince Albert Municipal Supply Chain Management Policy, the Preferential Procurement Policy, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

(i) Bidders must ensure compliance with their tax obligations.

(ii) 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.

(iii) 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).

(iv) Foreign suppliers must complete the pre-award questionnaire in part B:3.

(v) Bidders may also submit a printed TCS certificate together with the bid.

(vi) In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / Pin / CSD number.

(vii) 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

(i) Is the entity a resident of the Republic of South Africa (RSA)?	**YES**		**NO**	
(ii) Does the entity have a branch in the RSA?	**YES**		**NO**	
(iii) Does the entity have a permanent establishment in the RSA?	**YES**		**NO**	
(iv) Does the entity have any source of income in the RSA?	**YES**		**NO**	
(v) Is the entity liable in the RSA for any form of taxation?	**YES**		**NO**	

NB: Failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.

Signature of bidder: ……

Capacity under which
Bid is signed: ……

Date: ……

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PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

AUTHORITY TO SIGN A BID

1.1 SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

2.1.1) I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____ **OR**

2.1.2) I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE		**DATE**	
PRINT NAME			
WITNESS 1		**WITNESS 2**	

1.2 COMPANIES AND CLOSE CORPORATIONS

2.2.1) **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.2.2) In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

FULL NAME AND SURNAME OF ALL DIRECTOR(S) / MEMBER(S)			
1.		**2.**	
3.		**4.**	
5.		**6.**	
7.		**8.**	
9.		**10.**	

Is a CERTIFIED COPY of the resolution attached?	**YES**		**NO**	

SIGNED ON BEHALF OF COMPANY / CC		**DATE**	
PRINT NAME			
WITNESS 1		**WITNESS 2**	

1.3 PARTNERSHIPS

We, the undersigned partners in the business trading as _____, Hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER		SIGNATURE	
SIGNED ON BEHALF OF PARTNERSHIP		**DATE**	
PRINT NAME			
WITNESS 1		**WITNESS 1**	

1.4 CONSORTIUM

We, the undersigned consortium partners, hereby authorize_____
(Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____
to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

FULL NAME OF CONSORTIUM MEMBER	ROLE OF CONSORTIUM MEMBER	% PARTICIPATION	SIGNATURE

SIGNED ON BEHALF OF PARTNERSHIP		**DATE**	
PRINT NAME			
WITNESS 1		**WITNESS 2**	

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

THIS RETURNABLE SCHEDULE IS TO BE COMPLETED BY JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms._____, authorized signatory of the Company/Close Corporation/Partnership (name), _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(a) NAME OF FIRM (LEAD PARTNER)			
ADDRESS			
SIGNATURE			
TEL.NO		**DESIGNATION**	

(b) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		**DESIGNATION**	

(c) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		**DESIGNATION**	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
"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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"Services"	means that 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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"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
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

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

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

3. GENERAL

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

3.2) Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

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

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

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

6. PATENT RIGHTS

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

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

7. PERFORMANCE SECURITY

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

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

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

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

7.3.2) a cashier's or certified cheque

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

8. INSPECTIONS, TESTS AND ANALYSES

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

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

8.3) If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

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

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

10. DELIVERY

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

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

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

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

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

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

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

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

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

14. SPARE PARTS

14.1) 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:

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

14.1.2) in the event of termination of production of the spare parts:

14.1.2.1) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. WARRANTY

15.1) The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials,

or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. PAYMENT

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

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

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

16.4) 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 contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

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

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

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

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

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

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

23.4) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

23.6.2) the date of commencement of the restriction

23.6.3) the period of restriction; and

23.6.4) the reasons for the restriction.

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

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1) When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped of 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

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

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

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

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

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

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

28. LIMITATION OF LIABILITY

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

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

28.1.2) the aggregate liability of the supplier to the purchaser, whether under the contract, in 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 0f 1998.

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

GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the tender number and tender description clearly endorsed on the envelope, must be deposited in the tender box at the offices of the Prince Albert Municipality (Financial Services Division), Thusong Service Centre, Adderley Street, Prince Albert, 6930

2. **PLEASE NOTE:**

2.1) Tenders that are deposited in the incorrect box will not be considered.

2.2) Mailed, telegraphic or faxed tenders will not be accepted.

2.3) **Documents may only be completed in non-erasable ink and handwritten. Re-typed documents will be allowed.**

2.4) The use of correction fluid/tape is not allowed.

2.4.1) In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

2.4.2) Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.5) All bids must be submitted in writing on the official forms supplied (not to be re-typed).

2.6) All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

2.7) Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request**.**

2.8) Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will not be considered.

2.9) **Bidders must submit an originally certified B-BBEE certificate or sworn affidavit. Failure to comply will result in no points being awarded for B-BBEE.**

2.10) Tenders shall be opened in public at the Financial Services Boardroom immediately after the closing time for the receipt of tenders. Tenderers are encouraged to attend these openings.

3. EVALUATION OF BID

3.1) This bid will be evaluated and adjudicated according to the following criteria:

3.1.1) Adherence to the relevant specifications

3.1.2) Value for money

3.1.3) Capability to execute the contract

3.1.4) PPPFA & associated regulations

4. SERVICE LEVEL AGREEMENT

The award of the tender might be subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Prince Albert Municipality. Further details will be explained in the tender specifications.

5. CENTRALISED SUPPLIER DATABASE

5.1) No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

5.2) The CSD supplier number starting with (MAAA) number is automatically generated by the Central Supplier Database System after successful registration and validation of a prospective service provider.

5.3) This is a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider.

5.4) Prospective suppliers should self – register on the CSD website at www.csd.gov.za.

5.5) Registration on the CSD will be compulsory in order to conduct business with the Prince Albert Municipality.

5.6) Registration on CSD can be done by contacting Ms. Christa Baadjies at 023 541 1748 or via email (scm@pamun.gov.za)

6. BID VALIDITY EXTENSIONS

6.1) The municipality reserves the right to request the extension of a bid validity period, if justified in the circumstances, in writing from all bidders before the expiry date of the bid validity period.

6.2) The extension should be for the minimum period required to complete the evaluation and adjudication processes and to award the contract.

6.3) Failure of bidder/s to accept or confirm the bid validity extension period on or before the stipulated date, it will be accepted that there are no objections to the extension of the bid validity period.

MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

2. Tax Compliance Status (TCS) Pin as of 18 April 2016

2.1) In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing.

2.2) This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above.

2.3) Service provider's status which is found inactive or non-compliant their offers will be omitted.

2.4) Bidders in possession of a valid Tax Status Pin must issue the municipality with the following:

Tax Reference Number (IT / VAT / PAYE	
Tax Compliance Status Pin	

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Compliance Status Pin or CSD Registration number.

4. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website (www.sars.gov.za).

MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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, shareholder[2] etc.)**												
3.4	**Company Registration Number**												
3.5	**Tax Reference Number**												
3.6	**VA T Registration Number**												

3.7	**Are you presently in the service of the state?**	**YES**		**NO**	
3.7.1	If so, furnish particulars:				
3.8	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1	If so, furnish particulars:				

3.9	**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**	
3.9.1	If so, furnish particulars:				
3.10	**Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**	
3.10.1	If so, furnish particulars:				
3.11	**Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.11.1	If so, furnish particulars:				
3.12	**Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.12.1	If so, furnish particulars:				
3.13	**Do you or any of the directors, trustees, managers, principal 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**	
3.12.1	If so, furnish particulars:				

3.14	Please provide the following information on ALL directors / shareholders / trustees / members below:		
FULL NAME AND SURNAME	**IDENTITY NUMBER**	**PERSONAL INCOME TAX NUMBER**	**PROVIDE STATE EMPLOYEE NUMBER**

CERTIFICATION

I 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**	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

1. *a member of –*
   - *(i) any municipal council;*
   - *(ii) any provincial legislature; or*
   - *(iii) the National Assembly or the National Council of Provinces;*
2. *a member of the board of directors of any municipal entity;*
3. *an official of any municipality or municipal entity;*
4. *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);*
5. *an executive member of the accounting authority of any national or provincial public entity; or*
6. *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.*

MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION (VAT INCLUDED)

Not required for this tender.

MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

The following preference point systems are applicable to invitations to tender:

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

1.1) The **80/20 preference point system** will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

1.2) Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

a) Price; and
b) Specific Goals.
   i) B-BBEE status Level of Contributor; and
   ii) Locality of Supplier

1.3) The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**10**
LOCALITY (See definitions)	**10**
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

1.5) The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"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) **"Locality"** means the local suppliers and/or service providers that business offices are within the Municipal area of Prince Albert (WC052).

(h) **"price"** includes all applicable taxes less all unconditional discounts;

(i) **"proof of B-BBEE** status level of contributor" means:

a) B-BBEE Status level certificate issued by an authorized body or person;
b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
c) Any other requirement prescribed in terms of the B-BBEE Act;

j) **"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;

k) **"Specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

l) **"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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1) POINTS AWARDED FOR PRICE

3.1.1) The 80/20 or 90/10 preference point systems

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2) **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1) Points awarded for price

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1) In terms of the Preferential Procurement Policy of Prince Albert Municipality, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2) In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

SPECIFIC GOALS

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW:

The specific goals allocated points in terms of this tender	Number of points allocated - 80/20 system)	Number of points allocated - 90/10 system)
B-BBEE preference points	10 points	5 points
Locality	10 points	5 points

4.3) A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE), and

b) Promotion of enterprises located in the municipal area

4.4) **Regarding par 5.3(a), 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:**

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference (80/20)	Number of Points for Preference (90/10)	50% of Points for Preference (90/10)
1	20	10	10	5
2	18	9	9	4.5
3	16	8	8	4
4	12	6	6	3
5	8	4	4	2
6	6	3	3	1.5
7	4	2	2	1
8	2	1	1	0.5
Non-compliant contributor	0	0	0	0

a) A tenderer must submit proof of its BBBEE status level contributor.

b) A tenderer failing to submit proof of BBBEE status level of contributor –

(i) may only score in terms of the 80/90-point formula for price; and

(ii) scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.4.1) B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPH 4.1

B-BBEE Status Level of Contributor: .....……

(**Only indicate your B-BBEE Status <u>Level</u> of Contributor – the points will be calculated by the Municipality)**

4.4.2) LOCALITY

Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).

a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.

b) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

c) Regarding par **5.3 (b)**, a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows:

LOCALITY OF SUPPLIER / LOCAL LABOUR	POINTS FOR LOCALITY (80/20)	POINTS FOR LOCALITY (90/10)
Within the boundaries of the municipality	10	5
Outside municipal boundaries, but within the boundaries of district (Central Karoo)	8	4
Outside boundaries of the municipality and district, but within Western Cape Province	5	2.5
Outside of the Western Cape Province	0	0

d) Bidders must submit one of the following in order to receive points for the above-mentioned criterion.

(i) Municipal Account of address as indicated in bid document;

(ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.

(iii) The premises of the bidder as indicated in MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) : …….
(The address provided in 4.5 below, will be used to determine the locality as per 4.4.2 above).

4.5) MUNICIPAL INFORMATION

Municipality where business is situated: ……...

Registered Account Number:

……..……

Stand Number: ..……..

4.6) NAME OF COMPANY / FIRM

.....

4.7) COMPANY REGISTRATION NUMBER

…….....

4.8) <u>TYPE OF COMPANY/ FIRM</u>

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

4.9) I the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

(iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

(iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

a) disqualify the person from the tendering process;
b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
e) forward the matter for criminal prosecution, if deemed necessary.

..... **SIGNATURE(S) OF BIDDER(S)** **DATE:** ..... **ADDRESS:**	**WITNESSES:** 1. ……. 2. …….

MBD 8 – 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:
   3.1) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   3.2) been convicted for fraud or corruption during the past five years;
   3.3) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   3.4) 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:

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

4.2.1	If so, furnish particulars:		
4.3	**Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?**	**YES**	**NO**
4.3.1	If so, furnish particulars:		
4.4	**Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?**	**YES**	**NO**
4.4.1	If so, furnish particulars:		
4.5	**Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?**	**YES**	**NO**
4.5.1	If so, furnish particulars:		

5. 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		**NAME (PRINT)**	
CAPACITY		**DATE)**	
NAME OF FIRM			

MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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:
   - 3.1) take all reasonable steps to prevent such abuse;
   - 3.2) 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
   - 3.3) 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 Municipal Bidding Document 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 following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number:	
Description:	

In response to the invitation for the bid issued by the **PRINCE ALBERT MUNICIPALITY**, do hereby make the following statements that I certify to be true and complete in every respect:

certify, on behalf of (Name of Bidder):	

That:

1. I have read and I understand the contents of this Certificate;
2.
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

5. 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;

6. 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.

7. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

8. 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.

9. 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.

10. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE 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.

NAME (PRINT)		**SIGNATURE**	
CAPACITY		**DATE**	
NAME OF FIRM			

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

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

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

MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Prince Albert Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S (Directors / Shareholders / Partners, etc.):				
Director / Shareholder / Partner	**Physical address of the Business**	**Municipal Account Number (s)**	**Physical / Residential address of the Director / Shareholder / Partner**	**Municipal Account Number (s)**
NB: PLEASE ATTACH CERTIFIED COPY(IES) OF IDENTITY DOCUMENT(S). Failure to submit with the tender will result in the bid being marked as non-responsive.				
NB: PLEASE ATTACH COPY(IES) OF MUNICIPAL ACCOUNTS.				
NUMBER OF SHEETS APPENDED BY THE TENDERER TO THIS SCHEDULE (IF NUL, ENTER NIL).				

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20___ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. **COMMISSIONER OF OATHS:** Position: _____ Address: _____ Tel: _____	**Apply official stamp of authority on this page:**

E-TENDER DECLARATION

It is compulsory to confirm "YES" or "NO" on all line items.

DESCRIPTION	COMPLY (YES / NO)
The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be binded securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above.

I accept and approve all of the above.

……

Signature of Bidder

MUNISIPALITEIT
VAN
PRINS ALBERT

MUNICIPALITY
OF
PRINCE ALBERT

PART B - TENDER SPECIFICATIONS AND PRICING SCHEDULE

TENDER SPECIFICATIONS

TENDER 132 / 2026

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF TRAVEL AGENCY SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS

1. INTRODUCTION

The objective of this bid is to appoint a service provider / travel agent that will administrate air travel, accommodation and meal requests as needed by the municipality from date of appointment, for a contract period of three (3) years / thirty-six (36) months.

2. OBJECTIVE

2.1) The main objective is to eliminate the delays of service delivery, which sometimes result in/to unnecessary deviations.

2.2) This contract will be awarded to a service provider that intends to assist the Municipality by providing market related prices (cost efficiency), with high-quality goods and services, which ultimately seek to ensure value for money

3. SCOPE

The appointment travel agency will be required to coordinate the travel arrangements on behalf of the Municipality, including flights, car rental reservation and accommodation, which are detailed below.

3.1) **Flights (Domestic and International)**

3.1.1) In all cases the most economical way of transport must be utilized in accordance with the municipal travelling and subsistence policy.

3.1.2) The municipality will indicate the preferred travelling times.

3.1.3) The travel agency must be able to obtain at least three comparable quotations from different airlines for domestic and international flights and forward their quotation via email to the municipality's representative who will make the final selection and inform the travel agency accordingly. Confirmation of receipt of request to be send by the service provider

3.1.4) After confirmation by way of an official purchase order from the municipality, the travel agency will make the necessary flight arrangements with the preferred airline.

3.1.5) The travel agency is required to confirm flight bookings in writing (e – mail) to the municipality's representative and will communicate any post booking changes to flights, telephonically and in writing (email) to the municipality's representative.

3.1.6) The travel agency must provide a tax invoice and monthly statements upon which payment will be processed by the municipality.

3.1.7) The travel agency is required to be available to manage all bookings and cancellations of airline tickets.

3.1.8) The travel agency must always endeavour to make the most cost-effective arrangements and reservations on behalf of the municipality. (Proof to be kept by the travel agency).

3.1.9) The travel agency is required to investigate any complaints from travellers and do follow-ups on the recovery of lost baggage as well as facilitating any insurance claims that might arise.

3.1.10) The travel agency must provide regular updates of special offers and other travel related matters which will be of interest to the municipality.

3.2) **Car Rental Reservations**

3.2.1) The travel agency must be able to obtain at least three (3) quotations from car rental companies that are members of the Southern African Vehicle Rental and Leasing Association (SAVRALA).

3.2.2) In all cases the most economical way of transport must be utilized in accordance with the municipal travelling and subsistence policy.

3.2.3) The travel agency must forward their quotation to the municipality's representative who will make the final selection and inform the travel agency accordingly.

3.2.4) After confirmation by way of an official purchase order from the municipality, the travel agency will make the necessary arrangements with the car rental company.

3.2.5) The travel agency will confirm the car rental booking in writing (email) to the municipality's representative and will communicate any post booking changes to car rental, telephonically and in writing (e-mail) to the municipality's representative.

3.2.6) The travel agency is required to be available for all bookings and possible cancellation of car rentals.

3.3) **Accommodation Bookings and parking**

3.3.1) Accommodation bookings must be made at hotels and guest houses not exceeding the amount of R 1 800.00 per person per night as per the municipality's Travel and Subsistence Policy. The service provider will also be responsible to make arrangements when accommodation establishments charges for parking.

3.3.2) Bookings to be made as follow:

- Municipal officials – booking at institutions up to maximum of three (3) star rating as far as possible. Prior approval must be obtained if the agent is unable to find accommodation within the star rating threshold.
- Council and Management – booking at institutions up between four (4) and five (5) star rating as far as possible. Good quality institutions with lower ratings to be explored first.

3.3.3) The travel agency must forward their quotation to the municipality's representative who will make the final selection and inform the travel agency within a reasonable time. Emergency logistical arrangements must also be considered. Final details will be included in the SLA.

3.3.4) The accommodation must be arranged nearest to the venue at which the event takes place.

3.3.5) The municipality may also require the travel agent to make bookings at hotels specifically chosen by the municipality in instances where travel time and cost is to be minimized.

3.3.6) The travel agency must separately indicate its service/ booking fees on each quotation.

3.3.7) Proof of payment to be submitted to the municipality after request has been actioned, before officials depart.

3.3.8) Parking must be included in bookings where applicable.

3.3.9) The travel agency is required to be available for all bookings and cancellation of car rentals. An emergency telephone number must be provided for in cases of emergency.

3.4) **General**

3.4.1) The travel agency must be available after normal working hours to assist municipal travellers in case of any emergency or enquiry associated with the travel arrangements made by the travel agency.

3.4.2) The travel agency must designate an accounts manager to deliver efficient and dedicated service to the municipality.

3.4.3) The travel agency must be able to negotiate optimal rates with car rental companies, shuttle services, airfare and accommodation.

3.4.4) The travel agency must assist travellers with international driver's license arrangements when applicable.

3.4.5) In instances where use is made two or more types of services (i.e. flights, accommodation and/or car reservations), quotations and invoices may be consolidated to reflect the applicable cost as well as separately indicating the applicable booking fees as tendered.

3.4.6) **Pricing of booking fee must be tendered in accordance with the pricing schedule. The bidder is required to bid for all items listed in the pricing schedule of the bid document. Failure to do so will result in the bid being regarded as non-responsive.**

3.4.7) The travel agency must provide a tax invoice for each booking and a monthly statement that reflects all transactions for the period. The Municipality will process payment thereof upon confirmation of the booking being made.

3.5) **Meals**

3.5.1) All meals arrangements as required by Prince Albert Local Municipality when required.

3.5.2) Although the municipality will endeavour to utilize the travel agent for most of its bookings, the municipality reserves the right to, in exceptional cases make bookings directly with suppliers.

3.5.3) The travel agency must adhere to the municipality's Travel & Subsistence Policy

3.6) **Conference facilities and event bookings**

3.6.1) Booking and coordination of:

3.6.1.1) Conference venues

3.6.1.2) Accommodation for conferences / workshops / seminars

3.6.1.3) Transport for conference attendees

3.6.2) The travel agency must be able to obtain at least three comparable quotations from different institutions for utilisation of their conference facilities and forward their quotation via email to the municipality's representative who will make the final selection and inform the travel agency accordingly. Confirmation of receipt of request to be send by the service provider.

3.6.3) After confirmation by way of an official purchase order from the municipality, the travel agency will make the necessary arrangements with the preferred institution.

3.6.4) The travel agency is required to confirm booking of the relevant institution in writing (e – mail) to the municipality's representative and will communicate any post booking to the municipality's representative.

3.6.5) The travel agency must provide a tax invoice and monthly statements upon which payment will be processed by the municipality.

3.6.6) The travel agency must always endeavour to make the most cost-effective arrangements and reservations on behalf of the municipality. (Proof to be kept by the travel agency).

3.7) **Ground transportation**

3.7.1) Arrangement of shuttle services and airport transfers.

3.7.2) Services must be safe, reliable, and insured

3.7.3) Provide suitable vehicle options depending on travel requirements

4. PAYMENT ARRANGEMENTS

4.1) The appointed Travel Agency shall be required to make full payment for reservations made and/or other services by Municipality in terms of this tender and shall be reimbursed on submission of an valid tax invoice for services rendered.

4.2) The appointed service provider will be paid within thirty (30) days after submission of a statement and valid tax invoices to the municipality's Creditors Division.

4.3) The municipality will make payments to the service provider on a monthly basis only – no partial-payments will be made, or prior to confirmation of a booking.

5. SERVICE LEVEL AGREEMENT

5.1) A Service Level Agreement (SLA) shall be concluded between the municipality and appointed service provider.

5.2) The (SLA) shall outline the following:

5.2.1) Service delivery standards

5.2.2) Response and turnaround times

5.2.3) Roles and responsibilities

5.2.4) Performance monitoring mechanisms

6. GENERAL REQUIREMENTS

The appointed travel agent must:

6.1) Provide professional, reliable, and cost-effective travel management services.

6.2) Ensure all services comply with applicable legislation, municipal policies, and travel regulations.

6.3) Deliver services that are efficient, responsive, and aligned to municipal operational needs.

6.4) Maintain confidentiality of all municipal travel information.

6.5) Ensure accuracy in all bookings, documentation, and communication.

6.6) Provide services on an as-and-when-required basis.

6.7) Ensure continuous service availability, including after-hours and emergency support.

6.8) Rectify any booking errors, omissions, or service failures at no additional cost to the Municipality.

6.9) Provide a dedicated Account Manager responsible for:

- 6.9.1) Managing all municipal travel requests
- 6.9.2) Acting as a single point of contact
- 6.9.3) Ensuring service delivery standards are met

6.10) Provide:

- 6.10.1) Adequately trained, experienced, and competent personnel.
- 6.10.2) A clear contingency plan to ensure continuity of services during system failures, staff absence, or emergencies
- 6.10.3) Maintain a customer-focused approach, ensuring efficient communication and support.

7. CONTACT PERSON (TECHNICAL / SPECIFICATION-RELATED ENQUIRIES)

Mr. Mzuvukile Bebeza (Supply Chain Management)

Office: 023 541 1668

Email: mzuvukile@pamun.gov.za

CERTIFICATION BY SERVICE PROVIDER

I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

Name and surname: _____

Signature: _____

Capacity: _____

Date: _____

MINIMUM RESPONSIVENESS CRITERIA

Notes:

1. The municipality will verify all information submitted in terms of this bid and any information that is incorrect or false will result in that **bid being automatically disqualified and not considered further.** It is therefore emphasized that the references provided by the bidder will be contacted to confirm the information on the above.
2. Failure to provide the below information and/or failure to submit supporting documentation will lead to the tender being non-responsive.

Nr	Description	Indicate whether bidder complies with requirements		Submit evidence / documents if answer is YES. (Indicate evidence in tender document clearly)
		YES	NO	
1.	The bidding company must be registered with the Association of South African Travel Agents (ASATA). **Proof of registration (certified copy, not older than six [6] months) must accompany this bid document.**			
2.	The bidding company must be an accredited Travel Agent by International Air Transport Association (IATA). **Proof of registration (certified copy, not older than six [6] months) must accompany this bid document.**			
3.	The bidding company must be in existence for at least three (3) years **Attached company registration documentation (certified copy, not older than six [6] months) from Companies Intellectual Properties Commission (CIPC) .**			
4.	Provide Audited Annual Financial Statements for the past three (3) years or since their establishment if applicable to the Companies Act. If not, unaudited Annual Financial Statement must still be submitted.			

5.	The bidder must have a credit facility of a minimum of R 500 000 in cash. **Provide confirmation of financial standing (Bank rating letter) from the tenderer's financial institution.**			
6.	The bidder must provide at least four (4) contactable references from government institutions for whom similar services were completed successfully. **Provide reference letters / project completion certificates (on the letterhead of the client) to prove previous experience. No purchase orders and/or appointment letters will be accepted.** **Complete Schedule A (Past Similar Experiences)**			
7.	The travel agency must dedicate a staff member/s that will be available 24/7 to assist with travel arrangements, information and queries. Include the names of these staff members and their role. **Submit an organogram indicating the responsible staff members and representatives on the project for the duration of the contract.**			
8.	The customer service policy of the company must be attached to the tender document.			
9.	The service provider must provide guarantee of availability at all times, taking into consideration the current state of loadshedding or any instance that can lead to a break in communication between the service provider and the Prince Albert Municipality. Service provider to include written confirmation of methods of backup in these instances.			
10.	The service provider is required to submit with this tender, written confirmation (on company letterhead) that the bidder shall make full upfront payment (in accordance with the relevant institution's payment requirements) and accepts reimbursement on submission of invoice.			

SCHEDULE OF SIMILAR WORK CARRIED OUT SUCCESSFULLY BY TENDERER

The following is a statement of major **similar** works executed **successfully** by myself/ourselves

Name of Employer	Contact details	Type of Work	Value of Work	Year Completed
	Tel: Email:			
	Tel: Email:			
	Tel: Email:			
	Tel: Email:			
	Tel: Email:			
	Tel: Email:			
	Tel: Email:			

SIGNATURE OF TENDERER …… DATE: ……

NAME OF BIDDER: ……

MBD 3.1 – PRICING SCHEDULE

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL AGENCY SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS

Instructions:

1. Pricing instructions mean the criteria as set out below, read together with all parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

2. The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required. While it is entirely at the tenderer's discretion with regards to the pricing schedule below.

3. For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
   Unit: The unit of measurement for each item of work.
   Quantity: The number of units of work for each item.
   Rate: The agreed payment per unit of measurement.
   Amount: The product of the quantity and the agreed rate for an item.
   Sum: An agreed lump sum payment amount for an item, the extent of which is described in the scope of work, but the quantity of work which is not measured in any units.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer.

5. The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the contract data, as well as overhead charges and profit.

6. Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the Municipality before such services are rendered.

7. All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

INSTRUCTIONS:

1. Only firm prices will be accepted. Non-firm prices will not be considered.

2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.

3. Document MUST be completed in non-erasable black ink.

4. NO correction fluid/tape may be used.
   4.1) In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
   5.1) In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN "X"									
Are you/is the firm a registered VAT Vendor	**YES**					**NO**				
If "YES", please provide VAT number										

I / We _____ (full name of the Bidder) the undersigned in my capacity as _____ of the firm hereby offer to Prince Albert Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Prince Albert Municipality and subject to the conditions of tender, for the amounts indicated hereunder

PRICING SCHEDULE – FIRM PRICES

Note:

1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

2. **OFFER TO BE VALID FOR ONE HUNDRED AND TWENTY (120) DAYS FROM CLOSING DATE OF THE BID.**

3. The recommended service providers will charge Prince Albert Municipality a service fee for arranging the bookings on behalf of the municipality which for the purpose of biding and evaluation, will be expressed in percentage (%) terms.

4. The service providers will charge the municipality this agreed percentage on the invoice for the service rendered.

5. The bid will be evaluated on the total cost of the contract, calculated as the estimated cost to be incurred, plus commission / service fees payable, over the duration of the contract.

6. Service fees / commission payable (expressed as a percentage) must be rounded to two (2) decimals.

7. Estimated value of bookings is only estimated, and does not represent the final value of bookings to be made or awarded to the successful service provider.

8. Service fees / commission payable (expressed as a percentage) must remain fixed for each year of the contract period, as tendered. No increase of fees / commission payable shall be allowed.

PRICING SCHEDULE – YEAR 1

NR	DESCRIPTION	MARK-UP PERCENTAGE (%) (A)	ESTIMATED VALUE OF BOOKINGS (B)	ESTIMATED COST PER YEAR (A x B) + B
1	**TRAVEL ARRANGEMENTS**			
1.1	Air Travel (Domestic & International Flights)		**R 11 286.00**	
1.1	Car Rental Services		**R 5 000.00**	
1.1	Shuttle Services / Transfers		**R 5 000.00**	
1.1	Other transport (Specify: _____)			
2	**ACCOMMODATION**			
2.1	Overnight Accommodation (Hotels, Guesthouses, Lodges)		**R 360 000.00**	
3	**CONFERENCE AND EVENT SERVICES**			
3.1	Conference Venues		**R 60 000.00**	
3.1	Conference Facilities & Related Services		**R 20 000.00**	
			ESTIMATED BID PRICE (INCL. VAT) – YEAR 1	

PRICING SCHEDULE – YEAR 2

NR	DESCRIPTION	MARK-UP PERCENTAGE (%) (A)	ESTIMATED VALUE OF BOOKINGS (B)	ESTIMATED COST PER YEAR (A x B) + B
1	**TRAVEL ARRANGEMENTS**			
1.1	Air Travel (Domestic & International Flights)		**R 11 794.00**	
1.1	Car Rental Services		**R 5 000.00**	
1.1	Shuttle Services / Transfers		**R 5 000.00**	
1.1	Other transport (Specify: _____)			
2	**ACCOMMODATION**			
2.1	Overnight Accommodation (Hotels, Guesthouses, Lodges)		**R 556 000.00**	
3	**CONFERENCE AND EVENT SERVICES**			
3.1	Conference Venues		**R 60 000.00**	
3.1	Conference Facilities & Related Services		**R 20 000.00**	
ESTIMATED BID PRICE (INCL. VAT) – YEAR 2				

PRICING SCHEDULE – YEAR 3

NR	DESCRIPTION	MARK-UP PERCENTAGE (%) (A)	ESTIMATED VALUE OF BOOKINGS (B)	ESTIMATED COST PER YEAR (A x B) + B
1	**TRAVEL ARRANGEMENTS**			
1.1	Air Travel (Domestic & International Flights)		**R 12 266.00**	
1.1	Car Rental Services		**R 5 000.00**	
1.1	Shuttle Services / Transfers		**R 5 000.00**	
1.1	Other transport (Specify: _____)			
2	**ACCOMMODATION**			
2.1	Overnight Accommodation (Hotels, Guesthouses, Lodges)		**R 580 000.00**	
3	**CONFERENCE AND EVENT SERVICES**			
3.1	Conference Venues		**R 60 000.00**	
3.1	Conference Facilities & Related Services		**R 20 000.00**	
ESTIMATED BID PRICE (INCL. VAT) – YEAR 3				

PRICING SCHEDULE SUMMARY

ESTIMATED BID PRICE (INCL. VAT) – YEAR 1	
ESTIMATED BID PRICE (INCL. VAT) – YEAR 2	
ESTIMATED BID PRICE (INCL. VAT) – YEAR 3	
TOTAL BID PRICE (INCL. VAT) – CARRIED FORWARD TO COVER PAGE	

DECLARATION BY TENDERER	
I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.	
I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:	
I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price covers all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.	
NAME (PRINT)	
CAPACITY	
ENTERPRISE NAME	
SIGNATURE	
DATE	

SIGNATURE OF PRINCE ALBERT MUNICIPALITY OFFICIALS AT TENDER OPENING	1. …… 2. ……

MUNISIPALITEIT VAN **PRINS ALBERT**

MUNICIPALITY OF **PRINCE ALBERT**

MBD 7.2 - CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements stipulated in bid number **132 / 2026** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……..

CAPACITY ……..

SIGNATURE ……..

WITNESSES

1. ……

2. ……

DATE: ……

NAME OF FIRM …….

DATE …….

CONTRACT FORM – PURCHASING OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY PURCHASER [MUNICIPALITY])

1. I, …… in my capacity as ……..…., accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES:

1. …….

2. …….