



DANNHAUSER LOCAL MUNICIPALITY

TENDER NUMBER: DANN/11/05/2026
REQUEST FOR QUOTATION DOCUMENT FOR:

PANEL OF TRAVELLING AGENCIES FOR THE PERIOD OF 3 YEARS
CLOSING DATE: 15 July 2026

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
PHYSICAL ADDRESS	
TOTAL BIDDING PRICE	

Issued By:	Prepared by:
DANNHAUSER MUNICIPALITY Private Bag X1011 Dannhauser 3080 Tel: (034) 621 2291 Fax: (034) 621 3114	FINANCE SERVICES DEPARTMENT DANNHAUSER MUNICIPALITY 1 West Street Dannhauser 3080 Tel: (034) 621 2291 Fax: (034) 621 3114

DANNHAUSER LOCAL MUNICIPALITY (KZ - 254)



1 West Street

Private bag X1011

Facsimile : (034) 621 3114 Dannhauser

Telephone : (034) 621 2291

Email: procurement@dannhauser.gov.za

3080

SUPPLY CHAIN MANAGEMENT NOTICE OF INVITATION

INVITATION TO QUOTE -	
Tender	PANEL OF TRAVELLING AGENCIES FOR THE PERIOD OF 3 YEARS
Description	
Tender Number	DANN/11/05/2026
Invitation Closing Date	15 June 2026
Closing	The quotation must be submitted no later than, 15 July 2026 at 12h00pm
Date and time	
Technical Enquiries	Technical enquiries may be directed to Mr. Joe Hlongwane, Manager: SCM, email: joe@dannhauser.gov.za or Telephonically on 034 621 2291 or at 01 West Street, Dannhauser, during working hours, between 07h30 to 16h00 with a lunch interval from 13h00 to 13h30, Monday to Friday.
SCM Enquiries	SCM enquiries may be directed to Mr. MJ Hlongwane, SCM Manager, email: joe@dannhauser.gov.za or Telephonically: 034 621 2291 or at 01 West Street, Dannhauser, during working hours, between 07h30 to 16h00 with a lunch interval from 13h00 to 13h30, Monday to Friday.
Where	Documents will be available for download from the municipal website www.dannhauser.gov.za or can be collected at Dannhauser Municipal Offices (1 West Street, Dannhauser, 3080) collected
Where Quotation should be delivered	Quotations must be submitted in a sealed envelope: clearly marked " Quotation number & Description " and must be deposited in the tender box situated at the security room of Dannhauser Municipal offices, 1 West Street, Dannhauser, 3080

Administrative Requirements

- Bid submitted must be complete in all respects
- CIPC Registration certificate
- Central Supplier Database Registration
- Certified Directors ID copies not older than 3 months

Criteria 1 - Mandatory Requirements

- Bid must be valid for at least One Hundred and Twenty Days (120) days after the bid closing date

- Municipal rates and taxes in the company name not in arrears for more than 3 months bidder to submit municipal rates account not older than 3 months/ Proof of residential address if operating in the non-rate paying area attach affidavit
- Tax Compliance Status “on the award” - bidder to submit Tax Pin for verification
- Bidder must not be employed in the service of the state “on the award”
- Bidder must not be listed in the Register for Tender Defaulters and/or listed on Restricted Suppliers “on the award”

Failure to comply with the Mandatory Administration Requirements shall result in the offer being considered non-responsive and shall be rejected

Criteria 2 – Preferential Point System (80/20)

The specific goals allocated points in terms of this quotation	Number of points claimed (80/20 system) (To be completed by the municipality)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
More than 51% owned by black people = 10 Less than 51% owned by black people = 05	10		Certified ID copies (Directors) / CSD Report / Shareholders Certificate
Enterprise located within: Kwa- Zulu Natal = 10 Enterprise located outside: Kwa- Zulu Natal = 05	10		CSD / proof of municipal accounts/affidavit/proof of residence signed by ward Councillor (for those residing in rural areas) / lease agreement
Total	20		

- It is mandatory for bidders to complete MBD 6.1 to claim points for specific goals, failure to complete MBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.
- Bidders must fill in the tender register stating the date and time when they submitted their tender, available at the tender box
- The Municipality reserves the right to withdraw any invitation to tenders and/or to re-advertise or reject any tender or accept a part of it.
- The Municipality reserves the right to appoint a portion or split the service to service providers
- The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

**PART A
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DANNHAUSER LOCAL MUNICIPALITY

TENDER NUMBER:	DANN/11/05/2026	CLOSING DATE:	15 July 2026	CLOSING TIME:	12h00pm
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DESCRIPTION **PANEL OF TRAVELLING AGENCIES FOR THE PERIOD OF 3 YEARS**

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT THE SECURITY ROOM OF DANNHAUSER MUNICIPAL
OFFICES

**1 West Street
Dannhauser
3080**

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SCM	DEPARTMENT	FINANCE
CONTACT PERSON	Joe Hlongwane	CONTACT PERSON	Joe Hlongwane
TELEPHONE NUMBER	034 621 2291	TELEPHONE NUMBER	034 621 2291
FACSIMILE NUMBER	034 621 3114	FACSIMILE NUMBER	034 621 3114
E-MAIL ADDRESS	joeh@dannhauser.gov.za	E-MAIL ADDRESS	joeh@dannhauser.gov.za

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

SIGNATURE OF BIDDER:

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

DATE:

DANNHAUSER LOCAL MUNICIPALITY



TERMS OF REFERENCE FOR

APPOINTMENT OF PANEL OF TRAVELLING AGENCY FOR THE PERIOD OF THREE (3) YEARS

DANNHAUSER LOCAL MUNICIPALITY

Bid and Specification Document and Legalities for the Appointment of a Panel for Travel and Accommodation Agents for Dannhauser local Municipality on a term of 36 Months (3 years) renewable annually based on performance.

This document includes the legal framework and necessary Supply Chain Management documents that are required in terms of bidding and which the bidders need to familiarize themselves with and use to prepare their submissions for the BID : Panel of Travel and Accommodation Agents;

TERMS OF REFERENCE

- (i) Domestic air travel arrangements
- (ii) International air travel arrangements
- (iii) Accommodation arrangements
- (iv) Car rental arrangements (v) Conferencing facilities
- (vi) Support service facilities
- (vii) Any other related services

Part A :

- Annexure A: Contact Information **Part B :**
- Annexure B: Tender Offer & Declaration of Interest
- Annexure C: Specifications/ Terms of References
- Annexure D: General Conditions of Tender **Part C :**

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- Annexure E: Municipal Bidding Documents

GENERAL BID INFORMATION and submitting documents

1. Proven Track Record

- 1.1 Bidders must have a proven track record in the industry relevant to the services required in terms of this tender. In this instance supporting documentation must be supplied with the tender submission (e.g. involvement with previous similar projects, names and contact details of current and former customers, media reports, etc.)
- 1.2 Tender submissions that fail to substantiate the track record of the bidder may Invalidate the tender and lead to disqualification from the tender process

2. Firm Prices & Currency

- 2.1 **Definition: “Firm price”** is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably have an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.2 Prices in terms of this tender will be regarded as firm for a period of 4 (four) months after the closing date of the tender.
- 2.3 Prices may not be flexed in terms of the exchange rate unless the rate fluctuates by more than 10% compared to rate applicable on the date the tender closes. Dannhauser local Municipality reserves the right to cancel the tender should the exchange rate fluctuate by more than 10%.
- 2.4 Changes in prices after the tender has been awarded may only occur on mutual consent of Dannhauser local Municipality and the supplier.

3. Confidentiality & Information Security

- 3.1 All elements of information shared with or obtained by, bidders, suppliers and service providers in terms of this tender will be regarded confidential.
- 3.2 All elements of a tender process, including the evaluation and interview processes will be treated as confidential until the announcement of the successful bidder/s.

3.3 All information collected and provided before, during or after this tender must be properly secured in terms of global best practices, with appropriate backups being regularly and safeguarded against theft and damage.

3.4 Dannhauser local Municipality supplier or service provider may only share or use company information after being given written permission to do so, by at least a senior member of Dannhauser local Municipality management.

4. Payment Conditions (Advances)

4.1 Payments will only be made on the provision of a valid tax invoice by the supplier 30 (thirty) days after invoice and statement has been submitted.

4.2 No advance for/of payment will be allowed.

4.3 The supplier must provide accounts statements at least monthly.

5. Interviews with Short Listed Bidders

5.1 In terms of the tender evaluation process short listed bidders may be requested to deliver a presentation of their services. This will entail the bidder being invited to a venue as determined by the tender committee. All transport and accommodation costs incurred by the bidder will be for bidders account and not reimbursed in any way.

5.2 Failure to attend a scheduled interview will lead to immediate disqualification from the tender process.

5.3 Dannhauser local Municipality reserves the right to appoint a bidder without conducting interviews.

6. Contract period-3 years Renewable Annually Based on Performance

6.1 The contract period will be from the date of appointment letter or SLA was signed up to the completion of the report to the satisfaction of Dannhauser local Municipality or an agreed upon date by the parties.

7. Acceptance of Tenders

7.1 The successful/unsuccessful bidder(s) will be notified by mail of the acceptance/nonacceptance of their tender(s).

7.2 The Dannhauser local Municipality, the Accounting Officer and the Tender Committee (as the case may be) does not bind itself to accept either the lowest or any other bid and

reserves the right to accept the bid which it deems to be in the best interest of Dannhauser local Municipality even if it implies a waiver by the Dannhauser local Municipality, the Accounting Officer, or the Tender Committee, (as the case may be) of certain requirements which the Dannhauser local Municipality, the Accounting Officer, the Tender Committee , (as the case may be) considers to be of minor importance and not complied with by the bidder

7.3 Dannhauser local Municipality will not entertain any request of feedback before the final awarding of the contract.

8.Cancellation of Tender

8.1 Dannhauser local Municipality retains its right to cancel any tender without notice or specifying reasons.

8.2 A tender may be cancelled and re-advertised should the committee direct so, due to inadequate responses or due to a major change in TORs or procurement procedure.

9. Status of Special Conditions of Tender and Tender TORs

9.1 If any of these special conditions or tender TORs in this invitation to tender document are in conflict with the “General Terms and Conditions of Tenders invited by Dannhauser local Municipality (See Annexure E) then these special conditions, and/or tender TORs, shall apply.

10. PRICING

10.1 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

10.2 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing.

11.DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest together with the bid. The declaration of interest is attached as ANNEXURE B.

12. CONSORTIUM / JOINT VENTURE

12.1 It is recognized that bidders may wish to form consortia to provide the Services.

12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:

- It shall be signed so as to be legally binding on all consortium members.
- One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- The lead member shall be the only authorized party to make legal statements, communicate with the Tender Committee and/or Dannhauser local Municipality and receive instructions for and on behalf of any and all the members of the consortium;
- A copy of the agreement entered into by the consortium members shall be submitted with the bid.

13. PREFERENCE POINTS CLAIM FORMS

Annexure E contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

14. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 120 calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

15.NO RIGHTS OR CLAIMS

15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the Dannhauser local Municipality, the Accounting Officer, or the Tender Committee. The Dannhauser local Municipality, the Accounting Officer, or the Tender Committee (the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

15.2 Neither the Dannhauser local Municipality, the Accounting Officer, the Tender Committee, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

16. COMPETITION

16.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

16.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

16.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

16.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

17. EVALUATION CRITERIA

The following evaluation criteria will be utilized to determine a suitable service provider.

17.1 All Bids will be evaluated in terms of Preferential Procurement Policy Framework.

17.2 Bidders will be checked for Compliance, Prequalification criteria will be comprising of the Risk assessment and lastly, the 80/20 Preference Point Scoring System will be adopted, where 80 points out of 100 allocated for price and 20 points out of 100 will be for specific points.

17.3 Compliance check the purpose of this prequalification evaluation is to determine which bid responses are compliant and noncompliant with the TORs issued.

The following criteria shall apply:

- The bid documentation has been completed comprehensively and correctly.
- Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 3.20 of Special conditions). A CK or registration document shall accompany submission

- Bidders must have provided supporting documentation as per the bid specification schedule requirements including valid South African Revenue Services (SARS) taxation clearance certification in original form with the bid.
- Failure to submit the following **RETURNABLE DOCUMENTS** with the bid will invalidate your bid.

Bid submitted must be complete in all respects

Tax Compliance status “on the award” – bidder to submit Tax Pin for Verification

Good Standing in Municipal Rates and Taxes in the company name (not older than 3 months) for urban residents or, proof of Residence only for Rural Area Residents with affidavit.

CK or Company Registration Documents

Certified ID Copies of members\directors not older than 3 months

Proof of Central Supplier Database Registration

Bidder must not be employed in the service of the state “on the award”

Bidder must not be listed in the Register for Tender Defaulters and/or listed on Restricted Suppliers “on the award”

17.4 Risk Assessment: The risk assessment is to identify the capabilities, performance and functionality of bidders in order to obtain the best quality services. The assessment will include but will not be limited to the following:

- I. Only bidders of recognized Travel Management Companies who are official members of both IATA and ASATA, will be accepted
- II. **Infrastructure**
Infrastructure refers to the number of experienced staff available as required by Dannhauser local Municipality, as well as the ability to delivery and collect documents.
- III. **Experience and qualification**
Comprehensive CV’s of individual to be operationally involved must be submitted with proposals. Details of previous clients where similar services were rendered previously must be attached to the proposals.

SCORING OF FUNCTIONALITY WILL BE AS FOLLOWS;

CRITERIA	POINTS	SCORE
COMPANY EXPERIENCE (CK and Company Profile to be attached)		
More than 10 years' experience in providing Travel and Logistics Arrangements (Travel Agent)	Good= 30	
More than 5 years' but less than 10 years.	Fair=15	
More than 1 year experience but less than 5 years.	Poor=5	
GOVERNMENT & PRIVATE CLIENTS EXPERIENCE (Please attach list of completed cases and Appointment or Reference Letters)		
More than 5 Appointment and Reference Letters in Travel Agency Services for various clients including government and private clients.	Good= 25	
3 to 4 Appointment or Reference Letters in Travel Agency Services including government and private clients.	Fair=20	
1 to 2 Appointment or Reference Letters in Travel Agency Services including government and private clients.	Poor=5	
PROFESSIONAL DOCUMENTS (Proof to be attached)		
Proof of submission\Registration certificate with the IATA and ASATA.	Good=15	
None submission.	Poor=0	
PROFESSIONAL OR TECHNICAL TEAM		
CVs of Key Personnel including Certified copies of Qualifications in tourism/public administration/hospitality Members\Directors with Degree/national diploma)	Good=15	
CVs of Key Personnel including Certified copies of Qualifications, 5 years' experience relevant experience	Fair=6	
RESPONSE TIME		
Within (two) 2 days with a quotation and pre booked logistics and proof of final booking	Good=15	
Within (four) 4 days with a quotation and pre booked logistics and proof of final booking	Fair=10	
Within (five) 5 days with a quotation and pre booked logistics and proof of final booking	Poor=5	
TOTAL	100	

Infrastructure : At least 2 senior dedicated consultants

Must be able to operate in any province in South Africa.

24 hour service globally

Registered with the bank Credit Facility

- Bidders who does not have the IATA and ASATA Certificates will be eliminated from the process.
- Bidders who scored below 75% of the total points achieved will be eliminated from the process.

17.5 Final Stage: A 80/20 Preference Point system will be used to determine the score for each company. 80 points out of 100 allocated for price and 20 for specific goals.

EVALUATION CRITERIA LINKED TO NUMERIC VALUES

Criteria Weight

Price Evaluation will be 80

Specific goals will be 20

TOTAL: 100

17.6 Cost/Price

The cost will be comprised of various fees based on the type of transaction.

Price breakdown should be completed in this regard. Any other costs not reflected on Price breakdown should be indicated on a separate page attached to the financial proposal (e.g. Setup Costs). Costs must be VAT inclusive

17.7. Discounts.

A submitted bid will reflect all discounts tendered for any service. To distinguish between standard discounts, special discounts and cumulative discounts, if any, they will all be reflected separately and the conditions applicable thereto also shown separately. It must also be clearly stipulated whether any discounts represent credits or travel rands. Discounts for early payment must also be indicated.

17.8 Service Fees.

Travel Management companies must submit their detailed fixed service fee per transaction in respect of the following:

- Domestic air travel arrangements
- International air travel arrangements
- Accommodation arrangements
- Car rental arrangements
- Support service requests

PRICE BREAKDOWN

TRANSACTION	SERVICE FEE DOMESTIC	SERVICE FEE INTERNATIONAL
AIR TRAVEL		
ACCOMMODATION		
CAR RENTALS		
SUPPORT SERVICE BOOKINGS		
VISAS		
PASSPORTS		
BUSSES		
FOREIGN EXCHANGE		
CANCELLATION FEES		
NO SHOW		
OTHER		

ESCALATION PER ANNUM

YEAR 1	YEAR 2	YEAR 3

An indication must also be given as to whether VAT will be payable on either of these fees.

18. Other Special Conditions

18.1. Supporting Services.

Supporting services available, for example, renewal/obtaining of passports, visas and travellers cheques, excess baggage, special assistance, renting of busses or booking of bus tickets etc., Must not be taken into consideration upon determination of discounts. Tenderers may show separately which supporting services are available and at which reimbursement basis.

Service rendered must be accessible for 24 hours 7 days a week and must have a dedicated person to NDH Municipality

18.2. Adjustments to Contract.

All discounts against the standard tariffs of, or on accumulated expenditure on airline, car rental, rail and bus companies and any rates, may not be adjusted to the disadvantage of Dannhauser local Municipality within the duration of the contract. Any

new airline company, car rental company, etc. will only be included if initiated or accepted by the Dannhauser local Municipality.

19. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

19.1 OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Service Provider:-

- Acknowledges that he/she is fully aware of the terms and conditions of the Act;
- Acknowledges that he/she is an employer in its own right with duties and responsibilities as prescribed in the Act;
- Agrees to comply with all rules and regulations implemented by or on behalf of Dannhauser local Municipality at the relevant institution in covering letter relating to health and safety and will inform Dannhauser local Municipality immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations

20. BREACH AND TERMINATION

Bidders are referred to Paragraph 21 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract. The service provider shall ensure that at all times he/she complies with all the relevant laws applicable.

21. LOSS AND DAMAGE

Service Provider hereby indemnifies Dannhauser local Municipality, and will hold Dannhauser local Municipality harmless, against any loss or damages which Dannhauser local Municipality may suffer, or any claims lodged against Dannhauser local Municipality by any third party arising out of or relating to any loss that Dannhauser local Municipality or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

22. SUB SERVICE PROVIDERS

Service Provider may only subcontract its obligations under the contract with the prior written consent of Dannhauser local Municipality (or any other authorized authority) and then only to a person and to the extent approved by Dannhauser local Municipality or such authority and upon such terms and conditions as Dannhauser local Municipality or such authority require. It is recorded that where such consent is given Service Provider shall remain liable to for the performance of Dannhauser local Municipality the Services.

ANNEXURE A:

CONTACT INFORMATION

Note: All tenderers are required to complete this section and to include it in their submission. Failure to do so may render a tender invalid and may be grounds for rejection.

Company Name: _____

(IN CASE OF A CONSORTIUM) FULL DETAILS OF CONSORTIUM MEMBERS:
NAME OF CONTRACTING COMPANY IN CASE OF A CONSORTIUM CONTACT DETAILS
OF RESPONSIBLE PERSON WHO WILL ACT ON BEHALF OF THE
COMPANY/CONSORTIUM

Name and Surname: _____

Telephone number: _____

Fax number: _____

Cellular number: _____

EMail address: _____

ALTERNATIVE CONTACT DETAILS OF RESPONSIBLE PERSON WHO WILL ACT ON
BEHALF OF THE PERSON ABOVE SHOULD HE/SHE NOT BE AVAILABLE

Telephone number: _____

Fax number: _____

Cellular number: _____

E-Mail address: _____

ANNEXURE B: TENDER OFFER & DECLARATION OF INTEREST

1. Tender Offer

1.1 I/We hereby tender to supply all of the supplies and to render all of the services described in the attached documents to Dannhauser local Municipality on the terms and conditions and in accordance with the ToR stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms specified.

1.2 I/We agree that –

- a) The offer herein shall remain binding upon me/us and open for acceptance by the Tender Committee during the validity period indicated and calculated from the closing time of the tender;
- b) This tender and its acceptance shall be subject to the terms and conditions within the “invitation to tender” documents, the “tender ToR” and the “general terms and conditions of tender” as contained in the documents received, with which I am/we are fully acquainted;

if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Dannhauser local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and Dannhauser local Municipality and I/we will then pay to Dannhauser local Municipality any additional expense incurred by Dannhauser local Municipality having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender;

- c) Dannhauser local Municipality shall also have the right to recover such additional expenditure by set off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Dannhauser local Municipality may sustain by reason of my/our default;
- d) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi ET executandi in the Republic (full address of this place)

1.3 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

- 1.4 I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- 1.5 I/We hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

ANNEXURE C: SPECIFICATIONS / TERMS OF REFERENCE

1. TITLE

Requirement specification for managing travel related services by an experienced travel management company for Dannhauser local Municipality.

2. BACKGROUND

Dannhauser local Municipality is calling for qualified and experienced Travel Agents or travel Management Company to render travel service in respect of air travel, care hire, hotel accommodation and conference venue arrangement.

(a) The travel and accommodation arrangements will only be for persons traveling for official reasons and in the interest of Dannhauser local Municipality with prior approval.

(b) Where many persons are involved, Dannhauser local Municipality reserves the right to exercise its own travel options and arrangements, taking into consideration any existing contract[s] with suppliers of such services.

(C) The most cost effective and practical means of transport is to be used at all times. The Travel Management Company will clearly have to show a reduction in costs to Dannhauser local Municipality by means of reports taking travel trends into consideration.

3. SCOPE OF WORK

3.1 The appointed Travel Management Company will be required to always assist Dannhauser local Municipality officials concerning travel arrangements. Each requirement must thus be dealt with in such a manner, that the most cost effective travel management is sought to satisfy the stated requirement.

3.2 Dannhauser local Municipality further reserves the right to accept more than one contractor if deemed necessary.

3.3 Overall Requirement.

Dannhauser local Municipality requirement for domestic and/or international travel in line with Dannhauser local Municipality policy covers the following amongst other issues

Air Travel

- I. Planning, arranging, amending and payment for all air travel bookings.
- II. Negotiating discounts on standard tariffs for air travels with all available airline companies.
- III. Negotiating discounts in travel rands or credits, on accumulated expenditure for air travels with all available airline companies.

Vehicle Rental

- I. Booking and payment through [Bill Back System] of vehicles with or without the services of a driver through Dannhauser local Municipality preferred car rental companies and amending any confirmed bookings if necessary.

Accommodation

- II. Planning bookings, amending and paying accommodation through [Bill Back System] with any hotel group, private hotel or other available concern, for example guesthouse or boarding house, where such a requirement is referred to the Travel Management Company and approved by Dannhauser local Municipality.
- III. Negotiating discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels or other concerns.

3.4 Support Services.

In respect of support services Dannhauser local Municipality requirements are as follows:

a) Delivery Services.

All air tickets and travel documentation will be timorously delivered to the tasking official, his or her nominee or the point of delivery/ collection, by branch offices or agencies situated inside or outside South Africa. Only in exceptional cases and as mutually agreed between the Travel Management company and the travel manager may air tickets and travel documentation be collected by officials or nominees of the travel manager from the Travel Management Company or designated collection point.

b) Staff.

The Travel Management Company must allocate a sufficient number of staff to manage this account; this includes consultants, administrative and payment staff as well as overall management with certifications on the relevant online travel management software.

c) 24 Hour Service.

Personnel from the Travel Management Company must be available on a 24hour basis, so that as when required, unexpected changes to a travel plan can be made and attend to emergency bookings.

d) Policy.

Once a tender has been awarded, Dannhauser local Municipality will provide the travel Management Company with a copy of travel policy and procedures

e) Other.

The Travel Management Company must also assist wherever possible with the booking and payment of bus fares, the arrangement of visas, passports, arrangements where special assistance is required, foreign exchange, traveller's cheques, excess baggage, meals etc.

ANNEXURE D: General Conditions of Tender

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 **“Day”** means calendar day.
 - 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
 - 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable, such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, Dannhauser local Municipality – Invitation to bid, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.

- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.
- 1.26 **“Dannhauser local Municipality”** means the Dannhauser local Municipality.

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.

4. Standards

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

5. Patent rights

- 5.1 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. Inspections, tests and analyses

- 6.1 All pre bidding testing will be for the account of the bidder.
- 6.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of Dannhauser local Municipality or an organization acting on behalf of Dannhauser local Municipality.
- 6.3 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.
- 6.4 If the inspections, tests and analyses referred to in clauses 6.2 and 6.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 6.5 Where the supplies or services referred to in clauses 6.2 and 6.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 6.6 Supplies and services which are referred to in clauses 6.2 and 6.3 and which do not comply with the contract requirements may be rejected.
- 6.7 Any contract supplies 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 supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 6.8 The provisions of clauses 6.4 to .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 21 of GCC.

7. Packing

- 7.1 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.

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

8. Delivery and documents

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

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

9. Insurance

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

10. Transportation

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

11. Payment

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

11.2 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.

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

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

12. Prices

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

13. Contract Amendments

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

14. Assignment

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

15. Subcontracts

15.1 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.

16. Delays in the supplier's performance

16.1 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.

16.2 If at any time during performance of the contract, the supplier or its sub Service Provider(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.

16.3 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.

16.4 Except as provided under GCC Clause 22, 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 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of penalties.

16.5 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.

17. Penalties

17.1 Subject to GCC Clause 22, 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 21.

18. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 19.2;
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

18.2 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.

19. Antidumping and countervailing duties and rights

19.1 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 antidumping or countervailing right is increased in respect of any dumped or subsidized import, Dannhauser local Municipality 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 antidumping 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 Service Provider to Dannhauser local Municipality or Dannhauser local Municipality may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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.

20. Force Majeure

20.1 Notwithstanding the provisions of GCC Clauses 20 and 21, 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.

20.2 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.

21. Termination for insolvency

21.1 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.

22. Settlement of Disputes

22.1 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.

22.2 If, after thirty (30) days, the parties have failed to resolve their dispute or differences 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.

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

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

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

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.

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

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

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

23. Governing Language

23.1 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.

24. Applicable Law

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

25. Notices

25.1 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 28.2 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.

26. Taxes and Duties

26.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

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

ANNEXURE E: MUNICIPAL BIDDING DOCUMENTS:

MBD1

MBD3.1

MBD4

MBD6.1

MBD8

MBD9

MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... TENDER NO: DANN/11/05/2026	
Closing Time: 13H00PM	Closing Date: 15/07/2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

PANEL OF TRAVELLING AGENCIES FOR THE PERIOD OF 3 YEARS

DESCRIPTION	RATE YEAR 1	RATE YEAR 2	RATE YEAR 3	TOTAL PRICE
SERVICE FEE DOMESTIC				
Air Travel				
Accommodation				
Car Rentals				
Support Service Bookings				
Visas				
Passports				
Busses				
Foreign Exchange				
Cancellation Fees				

No Show				
Other				

SERVICE FEE INTERNATIONAL	RATE YEAR 1	RATE YEAR 2	RATE YEAR 3	TOTA
Air Travel				
Accommodation				
Car Rentals				
Support Service Bookings				
Visas				
Passports				
Busses				
Foreign Exchange				
Cancellation Fees				
No Show				
Other				
Total before VAT				
VAT				
Total after VAT				

Required by:

Dannhauser Municipality
1 West Street, Dannhauser, 3080

- At:

- Country of Origin

- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)

-

- Period required for delivery

*Delivery: Firm/Not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

4.

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity Name of Bidder

.....
Bidders Name

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

1.1 The following preference point systems is applicable to this invitations to quotation:

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

1.2 To be completed by the Dannhauser Municipality

The applicable preference point system for this tender is the **80/20** preference point system.

a) The **80/20 preference point system** will be applicable in this quotation. The lowest/ highest acceptable quotation will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

1.5 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.

- 1.6 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) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

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

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 Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 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.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this quotation	Number of points claimed (80/20 system) (To be completed by the municipality)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
More than 51% owned by black people = 10 Less than 51% owned by black people = 05	10		Certified ID copies (Directors) / CSD Report / Shareholders Certificate
Enterprise located within: Kwa- Zulu Natal = 10 Enterprise located outside: Kwa- Zulu Natal = 05	10		CSD / proof of municipal accounts/affidavit/proof of residence signed by ward Councillor (for those residing in rural areas) / lease agreement
Total	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- 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]

4.6. 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 TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
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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 <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.7.1	If so, furnish particulars:
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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.**

.....

Date

..... **Signature**

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2

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

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4

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

5

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

1

¹ price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: **Dannhauser Local Municipality**

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

Page

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.**

