

FWQ173/2024/2025

APPOINTMENT OF A TRAVEL AGENCY

CLOSING DATE: 25 APRIL 2025	CLOSING TIME: 12h00
NAME OF BIDDER*	
ADDRESS*	
Abbites	
TELEPHONE NUMBER*	
CELLPHONE NUMBER*	
E-MAIL ADDRESS*	
CENTRAL SUPPLIER DATABASE REGISTRATION NR*	
B-BBEE LEVEL OF CONTRIBUTION*	
LOCALITY	
(Municipal Area/Province where Business is Located) *	
TENDER AMOUNT (VAT included) *	

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Mossel Bay Municipality
PO Box 25
Mossel Bay
6500

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SECTION 1.1: INVITATION TO QUOTE

CLOSING TIME: 12:00 CLOSING DATE: 25 APRIL 2025

FWQ173/2024/2025: APPOINTMENT OF A TRAVEL AGENCY

Annual formal written quotations are hereby invited from service providers for the provision of a travel agency service to Mossel Bay Municipality for the period 01 July 2025 to 30 June 2026.

Annual formal written quotations must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the quote. Enquiries pertaining to the specifications can be addressed to Ms. Rolene Treurnicht at telephone (044) 606-5005 or e-mail at rtreurnicht@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Ms. L du Toit at telephone (044) 606-5199 or e-mail at Idutoit@mosselbay.gov.za.

A set of formal written quotation documents can be obtained at a non-refundable cost of R132.00 per set from Ms. L du Toit who may be contacted at telephone (044) 606-5199 or e-mail at Idutoit@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the formal written quotation document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building**, **101 Marsh Street on the Lower Ground Floor (seaside) or EFT(Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za**), prior to collecting and proof of payment must be provided when collecting the formal written quotation document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed formal written quotation documents must be placed in a sealed envelope and placed in the **tender box** at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 25 April 2025 or be posted to reach the Tender Box, Mossel Bay Municipality before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 45 out of 60 points will be considered as non-responsive:

Functionality criteria and weight:

- 1. Company (or JV) Experience carrying a weight of 30 points
- 2. References Related to that Experience carrying a weight of 30 points

Responsive bids will be evaluated on the 80/20 Preference Points System. A maximum of 20 points (80/20 preference point system) will be allocated for specific goals. 50% of the 20 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late formal written quotations or formal written quotations submitted by e-mail or fax will under no circumstances be accepted.

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

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award formal written quotations to Bidders who are not registered on this Database.

MR C PUREN MUNICIPAL MANAGER

SECTION 1.2: CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/ will be applicable to this formal written quotation as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of quotation documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail. Please ensure that note is taken of the content of the GCC.

1.2.2 Acceptance or Rejection of a Quote

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

1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2.4 Cost of Bid Documents

A set of quotation documents can be obtained at a non-refundable cost of R132.00 per set from Ms. Lizette du Toit who may be contacted at telephone (044) 606-5199 or e-mail at Idutoit@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the bid document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building**, **101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za)**, prior to collecting and proof of payment must be provided when collecting the bid document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

1.2.5 Registration on the Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award quotations to prospective suppliers who are not registered on this Database.

1.2.6 Completion of Bid Documents

- (a) The original bid document must be fully completed <u>and originally signed in black ink</u> and signed by the authorised signatory to validate the quote. <u>Section 5: DECLARATION must be completed and signed</u> by the authorised signatory and returned. Failure to do so will result in the disqualification of the quote and will not be evaluated. NO ELECTRONIC SIGNATURES IS ALLOWED.
- (b) Bid documents may not be retyped. Retyped documents will result in the disqualification of the quotation and will not be evaluated.
- (c) The complete original bid document must be returned. Material pages that are omitted from the tender document may result in the disqualification of the tender and the bidder will not be evaluated. The Municipality reserves the right to request immaterial pages that were omitted.

- (d) No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the quotation automatically. Any ambiguity has to be cleared with contact person for the quotation before the quotation closure.
- (e) The bid document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted bid document by a bidder and the bid quotation document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

- (a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

- (a) When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.
- (b) A bidder will be non-responsive, if the CIDB status of the bidder indicates suspended or inactive or deregistered on the day of evaluation.

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the quotation closure date must accompany the bid documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an

- arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the bid document.
- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the bid document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.
- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
 - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
 - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder and its director's/members, lives outside of South Africa, an affidavit must be submitted.
- (f) If a bidder or its director's/members, lives outside of South Africa, an affidavit must be submitted by the Company.

1.2.9 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified and will not be evaluated.
- (d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are compulsory. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the bid document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher/more or lower/less. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 25 April 2025.

<u>OR</u>

- (b) be posted to reach the **Tender Box**, **Mossel Bay Municipality** before the specified closing date and time.
- (c) <u>Faxed, e-mailed and late tenders will not be accepted.</u> Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

1.2.19 Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed bid document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The Municipality reserves the right to negotiate the extension or expansion of a contract with the successful bidder should additional funds become available. This prescribed process in terms of legislation must be followed prior to any agreement being concluded and the vesting of any rights.

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors, principle shareholders or members have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors, principle shareholders of members influenced or tried to influence any official or councillor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors, principle shareholders or members offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

1.2.26.1 Proof of B-BBEE Status Level of Contributor:

- (a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- **(b)** Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and

reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

- (a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).
- (b) 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.
- (c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4

- (d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
 - (i) Municipal Account of bidder's 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 from the registered owner of the property stating occupancy by the bidder is required.
- (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
- (iv) In instances below R30 000 the address as specified within the Central Supplier Database will be utilized for identification of the specific goal and the points will automatically be added to the preference point system. The Municipality however reserves the right to also request supporting evidence.
- (v) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

1.2.27 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget. These negotiations can be done prior or after the final award.

1.2.29 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms. Rolene Treurnicht at telephone (044) 606-5005 or e-mail at rtreurnicht@mosselbay.gov.za.

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1.3 SPECIAL CONDITIONS

- (a) In the event of Non- or Poor Performance of Service Providers/Suppliers, it will be dealt with in terms of Section 43 of the SCM Policy.
- (b) Penalties services/items will be done will be dealt with in terms of section 22 of the General Conditions of Contract as stated below. Also refer to paragraph 1.1.2, Section 1.2: Conditions and Information.

"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 withing 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."
- (c) A preferred and alternative bidder may be appointed depending on the responsiveness of bidders.
- (d) The successful bidder (preferred bidder) must confirm, in writing, within 24 hours after receipt of the order, that the required quantity per order can be delivered. Failure to respond or to make alternative arrangements with the relevant municipal official will result in cancellation of the order and the first alternative bidder will be used.
- (e) The first alternative bidder must confirm, in writing, within 24 hours after receipt of the order, that the required quantity per order can be delivered. Failure to respond or to make alternative arrangements with the relevant municipal official will result in cancellation of the order and it will be deemed that the items cannot be delivered, and then three (3) guotations and/or other relevant procurement process will be followed.
- (f) Prior to accepting any price increase must be well motivated and written proof must be supplied from all manufacturers. Acceptance of the price increases are subject to the approval of the Director: Corporate Services. This written notification must be provided before the 15th of the month for implementation on the 1st of the following month.
- (g) Payment of services/items will be done will be dealt with in terms of section 16 of the General Conditions of Contract as stated below:

"16. Payment

- The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 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.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated."
- (h) In South Africa, reputable travel agencies must be registered with relevant associations such the South African Tourism Services Association (SATSA) and Association of South African Travel Agents (ASATA) and have a

valid operating license. Only bids from registered travel agencies will be accepted, the valid operating license must be submitted with the submission on the closing date and time. <u>Failure to submit this</u> documentation with the tender document, will be seen as submitting a non-responsive bid.

(i) Quotations for bookings requested must be provided within eight (8) working hours, to the relevant section of Mossel Bay Municipality.

(j) Key Performance indicators

The following key performance indicators will be applicable to the successful bidder/s and will be measured after each order, to assess the performance:

- Supplied in Terms of Specifications

Standard Service delivered complies with specifications as set out in FWQ document.	
Target	100 % achievement.
Proof of evidence	FWQ document.

- Communication with Municipality

Standard Service Provider regularly liaises with the authorised representative of the Munic and promptly returns calls, e-mails etc.	
Target	100 % achievement.
Proof of evidence	Communication audit trail. No issues reported.

Delivery Time Frame

Standard	Standard Quotations for bookings requested must be provided within eight (8) working ho to the relevant section of Mossel Bay Municipality.	
Target	100 % achievement	
Proof of evidence	Quotation	

1.3 Tender Functionality

(a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than 45 out of 60 points for these criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.

- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Company Experience	30	
2	References Related to that Experience	30	
тоти	AL	60	

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

Criterion 1: Company Experience

- (a) A maximum of 30 points will be awarded at the sole discretion of the Municipality based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience and is not a duplication of Criterion 2's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

Experience required: Successfully completed travel agency services	Maximum points	Bidder Score
A minimum 1 year but up to 2 year's total relevant experience.	15	
More than 2 years, but up to 3 years total relevant experience.	20	
More than 3 years total relevant experience of the company.	30	
Total		

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to travel agency services, by means of completion certificates or appointment letters.
- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Tenderers to provide enough experience to score the total points as prescribed e.g. in order to claim 30 points, relevant projects should be listed for projects that was done in the last three (3) years or longer.**

NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

Employer/Client	Nature of work/Scope of work	Value of Work	Start and completion date
	(A full breakdown of the scope	(incl. VAT)	(month and year)
	to be submitted)		Duration
			Start
			Completion
			Duration
			Start
			Completion
			Duration
			Start
			Completion
			Duration
			Start
			Completion
			Duration
			Start
			Completion
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			Completion
			Duration
			Start
			Completion
			Duration
			Start
			Completion
			Duration
			Start
			Completion
			Duration

Criterion 2: References related to Experience

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to travel agency services.

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail must be addressed in the reference letter:

- Has this service provider successfully performed travel agency services for you in the past? (4 points)
- Was the work completed within the contractual time frame. (2 points)
- Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule.
 Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule? (2 points)
- In general were you satisfied with their performance thus would you recommend them for this Bid considering all of above? (2 points)

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see attachment A), which have to be completed and signed by the references.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity *per project experience*. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of 30 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters or questionnaires to which the abovementioned Experience have been provided.
- These references letters or questionnaires must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.

NB: If no reference letters or questionnaires are attached **NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.**

ATTACHMENT A

Quest	tion to Reference	Reference's Response
1.	Has this service provider successfully performed travel agency services for you in the past? (4 points)	Yes
2.	Was the work completed within the contractual time frame? (2 points)	Yes No If No, please state why:
3.	Was the work completed within the agreed Price / Amount /Budget. Meaning did the service provider keep to his budget and Scope of Works and not overspend without provisional approval? (2 points)	Yes No If No, please state why:
4.	In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above? (2 points)	Yes No If No, please state why:

NAME OF REFERENCE	SIGNATURE
CONTACT PERSON & TELEPHONE NUMBER	DATE
STAMP OF REFERENCE	

SECTION 2.1: SPECIFICATIONS

2.1.1 Project Description

Mossel Bay Municipality seek to appoint a suitably qualified and experienced travel agency to administer the travel and accommodation arrangements for a period from 1 July 2025 up to 30 June 2026.

2.1.2 Project Requirements

The service provider shall:

- 2.1.2.1 Facilitate the traveling (flight, car rental and shuttle service) and accommodation bookings and other related requirements for the Mossel Bay Municipality on request for domestic and international travels.
- 2.1.2.2 Accommodate the special needs of the executive team and senior managers of the Mossel Bay Municipality in the arrangement of travelling and accommodation bookings.
- 2.1.2.3 Incur all cost in securing the booking with another service provider after which the service provider must recover the cost. Proof of cost from the other service provider must be attached to the invoice.
- 2.1.2.4 Arrange two types of bookings, namely a normal booking which is defined as an instruction to make arrangements received by the service provider at least seven (7) calendar days prior to the occurrence of the booking and an emergency booking is all other instructions with a shorter lead time.
- 2.1.2.5 The successful bidder must be available to process reservations and accept orders during
 - Weekdays between 08:00 17:00
 - Emergency service and contact details must be available if the need arises to make unexpected changes to the travel arrangements.

2.1.3 Outcomes and Deliverables

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

(a) Air Travel

i. Best fare on the day must be implemented, and in this regard, quotes must be obtained from low cost carriers.

(b) Accommodation

Quotations may be sourced from available service providers.

(c) Car hire

- i. The hiring of vehicles shall be limited to category B (or equivalent) or lower. Should category B (or equivalent) or lower not be available, approval must be obtained from the Mossel Bay Municipality to make reservations under a different category.
- 2.1.3.2 All bookings on behalf of the Municipality must be compliant with the Travelling and subsistence policy of the Municipality. The following types of bookings are allowed:
- 2.1.3.2.1 Economy class flight tickets
- 2.1.3.2.2Car hire Category B vehicles
- 2.1.3.2.3 Accommodation Band 2 rates, 3 star level
- 2.1.3.2.4 Self-catering Band 1 rates 3 star level
- 2.1.3.3 Where the multiple bookings are made per trip, the agent will only be allowed to charge the municipality one (1) administration fee and not for each person.
- 2.1.3.4 All air tickets and travel documentation including vouchers shall be delivered timeously to the correct person of the department at the Mossel Bay Municipality. The travel agent must ensure that all travel and accommodation arrangements have been confirmed with the service provider who will be providing the service.
- 2.1.3.5 The travel agency shall plan, arrange and change bookings only on instruction from the Mossel Bay Municipality representative. The accommodation voucher delivered to the Mossel Bay Municipality must contain but not limited to the following:
 - The details of the official
 - The booking details (including location, room number and contact person).
- 2.1.3.6 All charges to be levied by the travel agency in respect of flight bookings must be in accordance with ASATA/IATA. The successful bidder will be required to utilise applicable discounts received and negotiated when making any travel bookings, although competition and cost effectiveness must remain a key principle.
- 2.1.3.7 The travel agency must ensure that no adverse effect on service delivery is experienced by the Mossel Bay Municipality.
- 2.1.3.8 Each purchase order must be invoiced separately clearly indicating the order number. In case of group bookings such as with conferences, the Mossel Bay Municipality will generate a specific purchase order for which an invoice must be submitted. The invoice must quote the purchase order number.
- 2.1.3.9 Management Reports, as required by the Mossel Bay Municipality must include the detailed expenses incurred per month for each service shall be submitted to the Mossel Bay Municipality within seven days of the following month for monitoring and auditing purposes. The reports must reflect detailed amounts and reflect a breakdown of each service. Report/statement must be sent to the following email address:

- creditors@mosselbay.gov.za
- 2.1.4 Quotations for accommodation etc. must be valid for 12 to 24 hours in order to give enough time for the Municipality to make a decision.
- 2.1.5 The Municipality is not bound to use the travel agency and has the right to make its own arrangements.
- 2.1.6 The successful bidder must be a delegated agent which will be able to handle all the needs of the Mossel Bay Municipality.
- 2.1.7 Penalty: The travel agency must pre-confirm bookings before Municipal officials arrive at a site (hotel/guesthouse, etc). If no prior arrangements were made or booking was not confirmed the Municipality can issue a penalty of R1 000 per booking.

2.1.8 Minimum Specifications

		COMPLY		
Item no	DESCRIPTION		NO	Details of deviations. If not sufficient space, attached annexure of deviations
SERVICE PRO REQUIREMEN	OVIDER MUST INDICATE IF ITS OFFER COMPLIES WITH THE I	FOLLOV	VING MII	NIMUM
2.1.8.1 FLIGH	TS (DOMESTIC AND INTERNATIONAL)			
2.1.8.1.1	The travel agency must be able to obtain at least two comparable quotations from different airlines for domestic and international flights.			
2.1.8.1.2	The travel agency must separately indicate its service/ booking fees on each quotation.			
2.1.8.1.3	The municipality will indicate the preferred travelling times.			
2.1.8.1.4	The travel agency must forward their quotation to the municipality's representative who will make the final selection and inform the travel agency accordingly.			
2.1.8.1.5	After confirmation by way of an official purchase order from the municipality, the travel agency will make the necessary flight arrangements with the preferred airline.			
2.1.8.1.6	The travel agency is required to confirm flight bookings in writing (fax or email) to the municipality's representative and will communicate any post booking changes to flights, telephonically and in writing (fax or email) to the municipality's representative.			

		COMP	COMPLY			
Item no	DESCRIPTION	YES	NO	Details of deviations. If not sufficient space, attached annexure of deviations		
2.1.8.1.7	The travel agency must provide a tax invoice and monthly statements upon which payment will be processed by the municipality.					
2.1.8.1.8	The travel agency is required to be available for all bookings and cancellations of airline tickets.					
2.1.8.1.9	The travel agency must always endeavour to make the most cost effective arrangements and reservations on behalf of the municipality.					
2.1.8.1.10	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.					
2.1.8.1.11	The travel agency must provide regular updates of special offers and other travel related matters which will be of interest to the municipality.					
2.1.8.2 CAR	RENTAL RESERVATIONS					
2.1.8.2.1	The travel agency must be able to obtain at least three comparable quotations from different car rental companies. The type of vehicle requested will depend on the municipality's requirements.					
2.1.8.2.2	The travel agency must separately indicate its service/ booking fees on the quotation.					
2.1.8.2.3	The travel agency must forward their quotation to the municipality's representative who will make the final selection and inform the travel agency accordingly.					
2.1.8.2.4	After confirmation by way of an official purchase order from the municipality, the travel agency will make the necessary arrangements with the car rental company.					
2.1.8.2.5	The travel agency will confirm the car rental booking in writing (email) to the municipality's representative and will communicate any post booking changes to car rental, telephonically and in writing (email) to the municipality's representative.					
2.1.8.2.6	The travel agency is required to be available for all bookings and cancellations of car rentals.					
2.1.8.2.7	The travel agency must provide tax invoices and monthly statements upon which payments will be processed by the municipality.					
2.1.8.2.8	The municipality must be registered as a preferred client of the car rental company in order for officials to travel efficiently and effectively.					

		COMP		
Item no	DESCRIPTION	YES	NO	Details of deviations. If not sufficient space, attached annexure of deviations
2.1.8.2.9	If available at the location, quotations for Uber must be provided to the municipality.			
2.1.8.3 ACCO	MMODATION BOOKINGS			
2.1.8.3.1	Accommodation bookings must be made at hotels and guest houses which have a rating of at least 3 stars.			
2.1.8.3.2	At least three quotations for accommodation must be obtained for every request and must be forwarded to the municipality's representative.			
2.1.8.3.3	It is recommended that accommodation is arranged nearest to the venue at which the event takes place.			
2.1.8.3.4	The municipality may also require the travel agent to make bookings at hotels specifically chosen by the municipality in instances where travel time and cost is to be minimized.			
2.1.8.3.5	The municipality reserves the right to approve a quotation and will communicate same to the travel agency who must thereafter, confirm the booking with the approved supplier.			
2.1.8.3.6	The travel agency must separately indicate its service/ booking fees on each quotation.			

SECTION 2.2: PRICING SCHEDULE

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 their prices.

- 2.2.1 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 and the bidder will not be evaluated. If the price of the specific item is included in another item, it must be indicated as such.
- 2.2.3 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive of prices for the services described under several items. Such prices and rates are to cover all costs and expenses.
- 2.2.5 All prices must be inclusive of VAT.
- 2.2.6 The bid will be evaluated based on the total cost of contract (section A + section B), in other words the rates multiplied by the estimated quantities. The bid will be evaluated based on the cost of contract, excluding the physical cost incurred by the service provider and reimbursed by the Municipality.
- 2.2.7 The rate/service fee quoted by the bidder **excludes** the cost of any 3rd party, for example the physical air ticket purchase price or the accommodation cost or car hire/shuttle service cost. **The rate/service fee is only the administrative cost for making bookings.**
- 2.2.9 The successful bidder may be used for any additional needs that may arise from domestic/international travel.
- 2.2.10 Any additional costs should be included in the service fee. No bill back function will be allowed.

NB: THE ESTIMATE QUANTITIES IS ONLY FOR EVALUATION PURPOSES.

SECTION A

Item No.	Activity/Unit Description	Rate/Service Fee (Incl. VAT)	Estimated Quantity	AMOUNT (Incl. VAT) Rate/Service Fee x Estimated Quantity				
A	В	С	D	E (C x D = E)				
1.	AIR TRAVEL							
1.1	DOMESTIC:							
	Per Booking		7					
1.2.	INTERNATIONAL:							
	Per Booking		1					
2.	CAR HIRE & SHUTTLE SERVICE							
	Per Car Booking		7					

Item No.	Activity/Unit Description	Rate/Service Fee (Incl. VAT)	Estimated Quantity	AMOUNT (Incl. VAT) Rate/Service Fee x Estimated Quantity
	Per Shuttle Service Booking Fee		7	
3.	ACCOMMODATION			
	Per request for Accommodation		90	
Total	cost for section A	R		

<u>SECTION B – ADDITIONAL DISPURSEMENTS</u>

Item No.	Activity/Unit Description	Rate/Service Fee (Incl. VAT)	Estimated Quantity	AMOUNT (Incl. VAT) Rate/Service Fee x Estimated Quantity
A	В	С	D	E (C x D = E)
1.	DOMESTIC: AIR TRAVEL			
	1.1 Straight Refund Admin Fee charges		1	
	1.2 Lost Ticket Indemnity Fee charges		1	
	1.3 Change Booking Fee		3	
	1.4 Cancellation Fee		2	
2.	INTERNATIONAL: AIR TRAVEL			
	2.1 Straight Refund Admin Fee charges		1	
	2.2 Lost Ticket Indemnity Fee charges		1	
	2.3 Change Booking Fee		1	
	2.4 Cancellation Fee		1	
3.	CAR HIRE & SHUTTLE SERVICE			
	3.1 Shuttle Services		1	
	3.2 Emergency Delivery		1	

	3.3 Change Booking Fee	3	
	3.4 Cancellation Fee	2	
4.	ACCOMMODATION		
	4.1 Refund Admin Fee	1	
	4.2 Change Booking Fee	3	
	4.3 Cancellation Fee	1	
5.	OTHER TRAVEL RELATED SERVICES		
	5.1 Visas (per passport)	1	
	5.2 Emergency Visa (per passport)	1	

SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY

PART A – INVITATION TO BID

INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY						
BID NUMBER FWQ173/2024/2025 CLOSING DATE 25 APRIL 2025 CLOSING TIME 12h00						
DESCRIPTION APPOINTMENT OF A TRAVEL AGENCY						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)						

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **POSTED** TO REACH THE TENDER BOX BY CLOSING DATE TO:

The Tender Box Mossel Bay Municipality P O Box 25 MOSSEL BAY 6500

OR

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **<u>DEPOSITED</u>** IN THE TENDER BOX BY CLOSING DATE AT:

The Entrance of the Mossel Bay Municipality's Town Hall 101 Marsh Street MOSSEL BAY

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN	

A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFENCE POINTS FOR B-BBEE)					
B-BBEE STATUS LEVI VERIFICATION CERTIFIC		YES			NO
B-BBEE STATUS LEVI SWORN AFFIDAVIT		YES			NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?			(i	YES/NO if YES, enclose proof)	
ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?			(i	YES/NO f YES, answer Part B)	
TOTAL NUMBER OF ITEMS OFFERED					
TOTAL BID PRICE					
	SIGNATU	JRE OF BIDDER			
		DATE			
CAPACITY U	JNDER V	WHICH THIS BID IS SIGNE	ED		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			ENQUIRIES	S MAY BE DIRECTED TO:	
DEPARTMENT	DEPARTMENT SCM DEPARTM		MENT Corporate Services		
CONTACT PERSON	1	Ms. Lizette du Toit CONTACT Pl		ERSON	Ms. Rolene Treurnicht
TELEPHONE NUMBER	MBER (044) 606-5199 TELEPHONE		NUMBER	(044) 606-5005	
E-MAIL ADDRESS Idutoit@mosselbay.gov.za E-MAIL ADD		DRESS	rtreurnicht@mosselbay.gov.za		

PART B - TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:					
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.					
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE					
1.3.	3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS AND ANY APPROPRIATE MUNICIPAL POLICY. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.					
2.	TAX COMPLIANCE REQUIREMENTS					
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TA	COBLIGATIONS.				
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.					
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.					
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.					
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.					
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SI SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NU		VOLVED; EACH PARTY MUST			
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS RECA CSD NUMBER MUST BE PROVIDED.	GISTERED ON THE CENTRA	L SUPPLIER DATABASE (CSD),			
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIER	S				
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOU	TH AFRICA (RSA)?	☐ YES ☐ NO			
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO			
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHME	NT IN THE RSA?	☐ YES ☐ NO			
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN T	HE RSA?	☐ YES ☐ NO			
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF	TAXATION?	☐ YES ☐ NO			
CON	THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN MPLIANCE STATUS SYSTEM PIN CODE FROM THE SOBISTER AS PER 2.3 ABOVE.	IT IS NOT A REQUIREMEN UTH AFRICAN REVENUE :	NT TO REGISTER FOR A TAX SERVICE (SARS) AND IF NOT			
SIGN	ATURE OF BIDDER:					
CAPA	ACITY UNDER WHICH THIS BID IS SIGNED:					
DATE	2:					

SECTION 4.1: MBD4: 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 favoritism, 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.
- 4. Bidders are required to declare any change in directorship or membership during the term of this tender should it have had an influence on the award of the bid.

4.1	Full Name of Bidder OR his OR her representative			
4.2	Identity Number			
4.3	Position occupied in the Company (director, trustee, shareholder²)			
4.4	Company Registration Number			
4.5	Tax Reference Number			
4.6	VAT Registration Number			
	he names of all directors/trustees/shareholder's oyee numbers must be indicated in number 4, bo		identity numbers and state	
4.8 A	re you presently in service of the state	YES/NO		
4.8.1	If so, furnish particulars			
4.9 H	ave you been in the service of the state for the past	twelve months?	YES/NO	
4.9.1	If so, furnish particulars			
4.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid? YES/NO				
4.10.1 If so, furnish particulars				

4.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES/NO
4.11.1 If so, furnish particulars	
4.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES/NO
4.12.1 If so, furnish particulars	
4.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES/NO
4.13.1 If so, furnish particulars	
4.14 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
4.14.1 If so, furnish particulars	

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

5. Full details of directors/trustees/members/shareholders:

Full Name	Identity Number	State Employee Number	Income Tax Number
Signature	Dat	e	
Position		ne of Bidder	

SECTION 4.2: MBD6.1: 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

- 1.1 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).

1.2 To be completed by the organ of state

- (a) The 90/10 or 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.
- 1.3 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

- 1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of the specific goals. That documentation may be requested by the municipality.
- 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 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

$$Ps = 80\left(1 - rac{Pt - P\,min}{P\,min}
ight)$$
 or $Ps = 90\left(1 - rac{Pt - P\,min}{P\,min}
ight)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- **4.1.** In terms of Mossel Bay Preferential Procurement Policy, 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.

4.3. 50% of the 20 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

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

(a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].

Municipality)

(b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80-point formula for price; and scores 0 points for B-BBEE status level of contributor.

4.3.1	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1				
	B-BBEE Status Level of Contributor :				
	(Only indicate your B-BBEE Status Level of Contributor - the points will be calculated by the				

- 4.4. 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 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.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4

- (c) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
 - (i) Municipal Account of bidder's 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 from the registered owner of the property stating occupancy by the bidder is required.
 - (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
 - (iv) In instances below R30 000 the address as specified within the Central Supplier Database will be utilized for identification of the specific goal and the points will automatically be added to the preference point system. The Municipality however reserves the right to also request supporting evidence.
 - (v) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

4.4.1	LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4				
	Locality (indicate as per table above)		:		
	(The address provided in 4.5 below, will	l be use	ed to determine the locality as per 4.4 above)		
4.5.	MUNICIPAL INFORMATION				
	Municipality where business is situated	:			
	Registered Account Number	:			
	Stand Number	:			

DECLARATION WITH REGARD TO COMPANY/FIRM

DECLA	KATION WITH	REGARD TO COMPANT/FIRM				
4.6.	Name of cor	mpany/firm				
4.7.	Company re	gistration number:				
4.8.	TYPE OF C	OMPANY/ FIRM				
		ership/Joint Venture / Consortium				
		person business/sole propriety				
		e corporation c Company				
		onal Liability Company				
	` • /	Limited				
		Profit Company				
	□ State □	Owned Company ABLE BOX				
4.9.	-	signed, who is duly authorised to do	so on	behalf of the	comp	pany/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:					
		he preference points claimed are in accordance with the General Conditions as indicated in paragraph of this form:				
		contractor may be required to furn	ish doo	cumentary pro	of to	the satisfaction of the organ of
		at the claims are correct; pecific goals have been claimed or o	ohtaine	d on a fraudu	lent h	asis or any of the conditions of
	, .	t have not been fulfilled, the organ of				•
	(-)	Paralliforthan arrange from the atoms.				
	(a) (b)	disqualify the person from the tend- recover costs, losses or damages			suffer	ed as a result of that
	(5)	person's conduct;	, it rido	mount of the	ounon	ou do a rocale or that
	(c)	cancel the contract and claim any				
	(d)	having to make less favourable arrangement that the tenderer or co				
	(4)	the shareholders and directors who				
		obtaining business from any organ				
	(e)	the <i>audi alteram partem</i> (hear the of forward the matter for criminal pros				
	(0)	Torward the matter for eliminal proc	,ooatioi	, 11 40011104 11		
WIT	NESSES					
					SIGN	IATURE(S) OF BIDDERS(S)
1.				DATE		· · · · · · · · · · · · · · · · · · ·
				DATE:		
2.				ADDRESS:		

SECTION 4.3: MUNICIPAL RATES AND TAXES

Names of Directors/Partners/Senior Managers	Physical residential address of the Directors/Partners/Senior Managers	Residential Municipal Account number(s)	Name of Municipality
*Documentation as indicate	d in Section 1.2.8.2 must be	submitted with the tender o	document.
	DECLAR	ATION	
I, THE UNDERSIGNED (NAM	E and SURNAME)		
	MATION FURNISHED ABOVE DECLARATION PROVE TO		HAT THE STATE MAY ACT
Signature		Date	
Position		 Name of Bidder	

SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs
acting in his/her capacity as
of the business trading as
to sign all documentation in connection with FWQ173/2024/2025: APPOINTMENT OF A TRAVEL AGENCY

NAME OF MEMBERS/DIRECTORS	SIGNATURE	DATE

Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.

"If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner"

SECTION 4.5: MBD8: 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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		
	CERTIFICATION		
	E UNDERSIGNED (FULL NAME)CERTIFY THAT DRMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.	THE	
	CEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKE ULD THIS DECLARATION PROVE TO BE FALSE.	N AGAIN	ST ME
	oturo Doto		
•	ature Date		
Posit	tion Name of Bidder		

SECTION 4.6: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
FWQ173/2024/2025: APPOINTMENT OF A TRAVEL AGENCY	
(Bid Number and Description)	
in response to the invitation for the bid made by:	
MOSSEL BAY	
(Name of Municipality / Municipal Entity)	
do hereby make the following statements that I certify to be true and complete in every respect:	
I certify, on behalf of:t	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:

,,	٦ ١	nrinon:		
10	41	01102		
14	41	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.

SECTION 5: DECLARATION

- 1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status Pin;
 - 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,
 - Points claims in terms of specific goals for locality;
 - 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)
- 2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)	
()	WITNESSES
CAPACITY	
	1
SIGNATURE	
	2
NAME OF FIRM	
D. 175	DATE:
DATE	

SECTION 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)

BOTH THE SERVICE PROVIDER/SUPPLIER (PART 1) AND THE PURCHASER/LESSEE (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER/SUPPLIER AND THE PURCHASER/LESSEE WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

- 1. 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 Compliance Status Pin;
 - 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,
 - Points claims in terms of specific goals for locality;
 - 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)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 - 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.
- 3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 4. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)			
	 WITNESSES		
CAPACITY			
SIGNATURE	1		
SIGNATURE	 2		
NAME OF FIRM			
	DATE:		
DATE			

SECTION 6.2: MBD7.2: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE PURCHASER)

	1. 1			my capacity as	Director, Corporate	OCI VICES	
	accept your bid und	er reference number <u>FWQ173/2024/2025</u> dated			for th	for the supply of	
	goods/works indica	ated hereunder and/or f	urther specified	in the annexure	e(s).		
	2. An official order inc	dicating delivery instruct	tions is forthcom	ing.			
		te payment for the good 30 (thirty) days after re					
PRICE				D DDEE			
	ITEM NO	(ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	LOCALITY	
	APPOINTMENT OF A TRAVEL AGENCY	Rates as per appointment letter	n/a				
S	4. I confirm that I am	duly authorized to sign					
N	AME AND SURNAME (PF	RINT)					
S	IGNATURE						
	OFFICIAL STAMP			WITNES	WITNESSES		
				1.			
				2.			
				DATE:			