


Hertzogstraat / Street 24
P/Sak – P/Bag X 3
HARTSWATER
8570



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053 474 1768 
www.phokwane.gov.za



PHOKWANE MUNICIPALITY

PLM/IRM/0203-2025

PROVISION OF INTERMEDIARY SERVICES FOR SHORT TERM INSURANCE AND RISK MANAGEMENT FOR A PERIOD OF 36 MONTHS

CLOSING DATE:	<u>04 APRIL 2025</u>	TIME	12H00
NAME OF TENDERER			
TOTAL AMOUNT (PRICE SCHEDULE)			
CENTRAL SUPPLIER DATABASE NUMBER	MAAA		
TAX COMPLIANCE PIN			
CONTACT PERSON			
CONTACT NUMBER			

TENDER DETAILS						
TENDER NUMBER						
TENDER TITLE	PROVISION OF INTERMEDIARY SERVICES FOR SHORT TERM INSURANCE AND RISK MANAGEMENT FOR A PERIOD OF 36 MONTHS					
CLOSING DATE	04 APRIL 2025	CLOSING TIME		12H00		
BRIEFING MEETING	DATE	N/A	TIME	N/A	COMPULSORY	N/A
SITE MEETING ADDRESS	N/A					
TENDER DOCUMENT FEE	N/A			PREFERENCE POINT SYSTEM	80/20	
BID BOX SITUATED AT	Phokwane Local Municipality Private Bag X3. Hartswater, 8570					
OPERATING HOURS	The bid box is open during office hours, Monday to Thursday from 07h30 to 16h00 and Friday from 07h30 to 15h00.					
OFFER TO BE VALID FOR	90 DAYS FROM THE CLOSING DATE OF TENDER			LOCAL CONTENT	N/A	
PLEASE NOTE:						
<ol style="list-style-type: none"> 1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids) 2. Tenders that are deposited in the incorrect box will not be considered. 3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract. 4. Telegraphic, mailed or faxed tenders will not be accepted. 5. No late bids after closing date and time will be accepted. 6. Bids not clearly marked and unamend will not be accepted. 7. Bids may only be submitted on the bid documentation provided by the municipality. 8. No awards will be made to a person: <ol style="list-style-type: none"> i. Who is in the service of the state, ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state iii. Who is an advisor or consultant contracted with the municipality or municipal entity 						
ENQUIRIES REGARDING PROCEDURES			BID	TECHNICAL ENQUIRIES		
SUPPLY CHAIN MANAGEMENT UNIT				ASSET MANAGEMENT UNIT		

SCM OFFICER: MRS. M. VILJOEN		ASSET MANAGEMENT OFFICE: MR. RZ NDWANYA	
TEL. NUMBER/EMAIL	0534749700 – marinda@phokwane.gov.za	TEL. NUMBER/EMAIL	0534749700 – z.ndwanya@phokwane.gov.za
TENDER ISSUED BY			
Directorate: Finance Supply Chain Management Unit Phokwane Local Municipality Private Bag X3. Hartswater, 8570			

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

1. CHECKLIST

Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document:

DOCUMENT	YES	NO
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		
MBD 2 - Tax Clearance Certificate Is an original or certified copy of a valid Tax Clearance Certificate attached?		
MBD 4 (Declaration of Interest) Is the form duly completed and signed?		
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a certified copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?		
MBD 6.2 (Local Production and Content) Is the form duly completed and signed?	N/A	N/A
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?		
MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?		
Specifications Is the form duly completed and signed?		
Pricing Schedule Is the form duly completed and signed?		
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?		
DATA BASE REGISTRATION Is the form duly completed and signed? Are all the supporting documents attached?		
Declaration of Tenderer Is the form duly completed and signed?		
SIGNATURE		NAME (PRINT)
CAPACITY		DATE
NAME OF FIRM		

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY			
BID NUMBER:	CLOSING DATE:	04 APRIL 2025	CLOSING TIME:
DESCRIPTION	PROVISION OF INTERMEDIARY SERVICES FOR SHORT TERM INSURANCE AND RISK MANAGEMENT FOR A PERIOD OF 36 MONTHS		
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 (STREET ADDRESS)			
PHOKWANE LOCAL MUNICIPALITY			
24 HERTZOG STREET			
HARTSWATER,8570			
(OPERATION HOURS: MON TO THURS- 07h30 UNTIL 16H00 & FRI- 07H30 – 15H00)			
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:		CSD No:
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<i>TOTAL NUMBER OF ITEMS OFFERED</i>		<i>TOTAL BID PRICE</i>	R
<i>SIGNATURE OF BIDDER</i>	<i>DATE</i>	
<i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i>			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance – SCM	DEPARTMENT	Finance – Assets
CONTACT PERSON	M Viljoen	CONTACT PERSON	RZ NDWANYA
TELEPHONE NUMBER	0534749700	TELEPHONE NUMBER	0534749700
E-MAIL ADDRESS	marinda@phokwane.gov.za	E-MAIL ADDRESS	z.ndwanya@phokwane.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PHOKWANE LOCAL MUNICIPALITY

TENDER NO.:

CLOSING DATE: 04 April 2025 AT 12H00

“PROVISION OF INTERMEDIARY SERVICES FOR SHORT TERM INSURANCE AND RISK MANAGEMENT FOR A PERIOD OF 36 MONTHS”

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the provision of intermediary services for short term insurance and risk management for a period of 36 months

Tender documents and specifications are available on the official website of Phokwane Local Municipality.

The closing time for receipt of tenders is **12:00hrs** on **04 April 2025**. No telephonic, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be public.

No Briefing will be held for this tender.

Any technical enquiries relating to the tender document may be directed to the Mr. : Deputy-Director: ASSETS AND REPORTING at xxxxx and e-mail .

Any general enquiries relating to the tender document may be directed to the Mr. : Supply Chain Management unit section at xxxx and e-mail

Fully completed tender documents, clearly marked “**Tender No.:** “PROVISION OF INTERMEDIARY SERVICES FOR SHORT TERM INSURANCE AND RISK MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS” with “NAME of TENDERER” **must be placed in a sealed envelope and placed in the** tender box provided by **PHOKWANE LOCAL MUNICIPALITY on the ground floor**, by no later than 12h00 on **04 APRIL 2025**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on the Ability to execute the project in terms MFMA SCM regulation 28 (1)(b)

A preferential point system shall apply whereby work will be allocated to successful bidders in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Phokwane Local Municipality where 80 points will be allocated in respective of price and 20 points for a specific goal on a competitive basis for successful bidders on this tender. Phokwane Local Municipality Supply Chain Management Policy allocate 20 points to:

- race (6),
- people with disability (4),
- youth (4),
- woman (4) and
- Implementing reconstruction and development programme (2).

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

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

Bidders that do not hear anything after three (3) months from closing date of this tender must consider their bids as unsuccessful.

The following documents must be attached as Annexure (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- **Copy/ printed Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status- Compulsory**
- **Copy of company's current municipal account or all its directors (not older than 3 months) or copy of Lease Agreement (and Landlord's municipal account) – Compulsory**
- **CSD summary report – Compulsory**
- **Proof of Professional Indemnity cover of R300 million – Compulsory**
- **Proof of Registration with Financial Sector Conduct Authority (FSCA) – Compulsory**
- **Proof of Registration with the Institute of Risk Management – South Africa (IRMSA) – Compulsory**
- **Proof of Registration with the Information Regulator – Compulsory**
- **Proof of access to International Market – Compulsory**
- **Proof of Registration with the Insurance Institute of South Africa- IISA – Compulsory**
- **Proof of Registration with Financial Intermediaries Association (FIA) – Compulsory**
- **Provide confirmation letters of three of the highest value claims**
- **ISO 9001: 2015 Provision of Insurance Brokerage Services Certificate – Compulsory**
- **Confirmation Letters of similar work done with municipalities minimum of 3 letters – Compulsory**
- **Proof of Bank Rating with code B and above**

MUNICIPAL MANAGER

PHOKWANE LOCAL MUNICIPALITY
24 HERTZOG STREET
HARTSWATER
8570

AUTHORITY TO SIGN A BID

1. Sole Proprietor (Single Owner Business) and Natural Person

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

OR

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

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

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

2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
			NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. Partnership

We the undersigned partners in the business trading as _____ hereby authorise Mr/Mrs _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above mentioned partnership.

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. Consortium

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

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

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1	Closing Time	Means the date and hour specified in the bidding documents for the receipt of bids.
1.2	Chief Executive Officer	Means the CEO of the organisation or his/her duly authorised representative
1.3	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
1.4	Contract Price	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.5	Corrupt Practice	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.6	Countervailing duties	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
1.7	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.
1.8	Day	means calendar day.
1.9	Delivery	means delivery in compliance of the conditions of the contract or order.
1.10	Delivery ex stock	means immediate delivery directly from stock actually on hand
1.11	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.
1.12	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.
1.13	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.
1.14	Fraudulent Practice	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.15	GCC	Means the General Conditions of Contract
1.16	Goods	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.17	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 subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.18	Letter of Acceptance	Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.

1.19	Local Content	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.20	Manufacture	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.21	Order	means an official written order issued for the supply of goods or works or the rendering of a service.
1.22	Project Site	where applicable, means the place indicated in bidding documents.
1.23	Purchaser	means the organization purchasing the goods.
1.24	Republic	Means the Republic of South Africa
1.25	SCC	Means the Special Conditions of Contract
1.26	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.
1.27	Signature Date	Means the date of the letter or acceptance
1.28	Tender	Means an offer to supply goods/services to the organisation at a price
1.29	Tenderer	Means any person or body corporate offering to supply goods/services to the organisation
1.30	Written or In Writing	means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. STANDARDS

4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
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5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

5.1	The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2	The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1	The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
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6.2	When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality
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7. PERFORMANCE SECURITY

7.1	Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clause 8.2 & 8.3 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.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 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 provider.
8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKAGING

9.1	The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

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

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

13.1	The provider may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. SPARE PARTS

14.1	As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: <ol style="list-style-type: none"> 1. such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
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15. WARRANTY

15.1	The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
15.3	The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. PAYMENT

16.1	The method and conditions of payment to be made to the provider under this contract shall be specified
16.2	The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
16.4	Payment will be made in Rand unless otherwise stipulated.

17. PRICES

17.1	Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
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18. INCREASE / DECREASE OF QUANTITIES

18.1	In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
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19. CONTRACT AMENDMENTS

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

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

21.1	The provider 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 provider from any liability or obligation under the contract.
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22. DELAYS IN THE PROVIDER'S PERFORMANCE

22.1	
22.2	If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
22.3	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
22.4	Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
22.5	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 provider'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 provider.

23. PENALTIES

23.1	Subject to GCC Clause 25, if the provider 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 good 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.
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24. TERMINATION FOR DEFAULT

24.1	<p>The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
24.2	<p>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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p>

25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

25.1	<p>When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the 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.</p>
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26. FORCE MAJEURE

26.1	<p>Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.</p>
26.2	<p>If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p>

27. TERMINATION FOR INSOLVENCY

27.1	<p>The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,</p>
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28. SETTLEMENT OF DISPUTES

28.1	<p>If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p>
28.2	<p>If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider 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.</p>
28.3	<p>Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p>
28.4	<p>Notwithstanding any reference to mediation and / or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract</p>

29. LIMITATION OF LIABILITY

29.1	<p>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the provider 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 provider to pay penalties and / or damages to the purchaser; and</p> <p>(b) the aggregate liability of the provider 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.</p>
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30. GOVERNING LANGUAGE

30.1	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.
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31. APPLICABLE LAW

31.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
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32. NOTICES

32.1	Every written acceptance of a bid shall be posted to the provider 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.
32.2	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.

33. TAXES AND DUTIES

33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
33.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
33.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidders are in order.

34. TRANSFER OF CONTRACTS

34.1	The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
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35. AMENDMENT OF CONTRACTS

35.1	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing
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4. MBD 2 - TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
- 2.6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

6. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative										
3.2.	Identity Number										
3.3.	Position occupied in the Company (director, shareholder etc.)										
3.4.	Company Registration Number										
3.5.	Tax Reference Number										

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

- (a) member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the national Assembly or the national Council of provinces;
- (b) member of the board of directors of any municipal entity;
- (c) official of any municipality or municipal entity;

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

3.6.	VAT Registration Number										
3.7.	Are you presently in the service of the state?									YES	NO
3.7.1	If so, furnish particulars:										
3.8	Have you been in the service of the state for the past twelve months?									YES	NO
3.8.1	If so, furnish particulars										
	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?									YES	NO
3.9.1	If so, furnish particulars:										
3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?									YES	NO
3.10.1	If so, furnish particulars										
3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?									YES	NO

3.11.1	If so, furnish particulars:		
3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars:		

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

PREFERENCE POINT CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals Outlined.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act,

2003 (Act No. 53 of 2003);

(e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) **“proof of B-BBEE status level of contributor”** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

Or

90/10

Ps = 80	Pt – P min 1 - ----- P min	Or	Ps = 90	Pt – P min 1 - ----- P min
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Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:**(80**

The full conversion of B-BBEE level to PPPFA points are as follows:

STEP 1 – Locality of supplier in South Africa

Locality of supplier	Number of Points for Locality (80/20)	Number of Points for Locality (90/10)
Within the boundaries of South Africa	4	2

Where the supplier is not situated within the boundaries of South Africa zero points will be allocated and the following steps 2-3 will not apply.

Step 2- BBEE

If the bidder is situated in South Africa, the points allocated will be further subdivided as follows:

50% of the 20/10 points will be allocated further in terms of the BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

A tenderer must submit proof of its BBEE status level contributor [scorecard].

A tenderer failing to submit proof of BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for BBEE status level of contributor.

Step 3- Locality in the Municipal area and Province

The remainder 50% of the 20/10 points will be allocated to promote locality within the municipal area and the province where the municipality is located.

Points will be allocated as follows.

Locality of supplier	Number of Points for Locality (80/20)	Number of Points for Locality (90/10)
Offices within the Jurisdiction of Phokwane Local Municipality	10	5
Offices within the Jurisdiction of France Baard District Municipality	8	4
Offices within the Northern Cape Province	6	3
Offices within the Republic of South Africa	4	2

The bidder shall submit proof of Locality within the province or municipal area via a municipal account or lease agreement for the bidding entity.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

YES		NO	
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7.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted
- ii. The name of the sub-contractor

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

iv. Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
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v. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulation, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p> <p>DATE:</p>
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9. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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.

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? <i>(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).</i>	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)? <i>(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).</i>	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
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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



10. CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

PHOKWANE LOCAL MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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.

11. MDB 15 – Certificate for Payment of Municipal Services

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

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

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the _____ day of _____, 20_____.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE:		NAME (PRINT):		
CAPACITY:		NAME OF FIRM:		

For office use (comments):

PART B – SPECIFICATIONS, FUNCTIONALITY AND PRICING SCHEDULE

12.1 SPECIFICATIONS

12.1.1 Specifications

Background

The Municipality invites experienced and qualified service providers to tender for the Management of the Short-Term Insurance Portfolio of Phokwane Local Municipality for a contract period of three (3) years.

Current State

The Municipality currently has a contract with a service provider, which has expired on the 12th of December 2024 and it is on an extension period for 6 months.

Project Scope

- (a) The tenderer will be responsible for the overall management of municipality's Short-term Insurance Portfolio, which should include amongst other
- (b) Placement of the municipality's Insurance Portfolio and other Underwriting Administration processes
- (c) Claims administration
- (d) Review and renewal of the municipality's Insurance Portfolio over the term of the tender to ensure losses and/or liabilities are minimised.
- (e) Risk assessments fees included in the final price
- (f) Training of staff / capacity building
- (g) The tenderer must submit a tender for Full Insurance Cover, as per detailed schedules that are provided as part of the tender documents. It should further be noted that the insurance data/values provided, are based on the municipality's Insurance Portfolio as at 1 March 2023, which will be used for evaluation purposes.

Detailed Specifications

Placement of the municipality's Insurance Portfolio and other Underwriting Administration processes

- (a) Assess the municipality's insurance requirements as reflected in the Tender Specifications
- (b) Negotiate with Insurance Underwriters on suitable insurance terms and premiums
- (c) Meet with the municipality's officials whenever required by either party to discuss or advice on the insurance cover.
- (d) Place the municipality's insurance portfolio with insurance underwriters that are reputable, financially stable, meet all the relevant statutory requirements and provide the municipality with written confirmation thereof, together with the insurance cover placed
- (e) Any other processes required to successfully administer the underwriting procedures

Claims Administration

The appointed service provider will be responsible to handle all aspects of the claims processes, as the municipality will not communicate directly to any legal representatives of the service provider, third parties or the Underwriter where the insurance is placed. The appointed service provider will be required to perform at least the following:

- (a) Administer all the municipality's insurance claims, which fall under the various categories of the insurance policies.
- (b) Administer all claims received by the municipality from third party's claiming for personal injury or damage to their property. This includes liaising with the third parties on the municipality's behalf
- (c) Provide a motivation, based on substantive legal grounds, for all claims that were rejected by the insurance company. The municipality reserve the right to reconsider any opinion received, to refer it back to the Broker for another opinion or recommendation. The municipality will under no circumstance communicate directly with the underwriter regarding any aspects of a claim.
- (d) Notifications in respect of a) claims registrations, b) appointment of assessor and c) authorization of repairs must be submitted to the municipality.
- (e) Confirmation of settlements paid to appointed service providers or the insured must be provided to the municipality in order to ensure accuracy and completeness of insurance registers.
- (f) Submit monthly reports in respect of all of the municipality's claims submitted, indicating the status of each claim. The report must provide clear details that can identify the claim, indicating date of incident, date reported to the insurers and details of the progress with an indication of the outstanding information in order to finalise the claim.
- (f) Reports must be provided to the Municipality on a monthly basis in respect of all claims measured against the total premiums paid.
- (g) Regularly meet with the relevant municipal officials to discuss and advise on insurance claims.
- (h) The appointed service provider will remain responsible for the administration and finalisation of all outstanding claims/open claims as at the expiry of this tender (30 June 2028), including claims with a date of loss as at 30 June 2028.
- (i) Public Liability claims are dealt with on a claims-made basis, therefore any such claims received up to the expiration of the current contract/tender, will be dealt with by the current service provider Public Liability claims received on or after the commencement of this tender, will be dealt with the newly appointed service provider, even where the actual date of loss is before the commencement of this tender/contract.

Review and Renewal of municipality's Insurance Portfolio

- (a) Annually, and prior to the renewal date, meet with the relevant municipal official's in order to discuss and advise on any additional insurance cover that may be required to ensure that the municipality's risk is minimised.
- (b) Renew the municipality's insurance portfolio with the insurance underwriters at each renewal date, i.e. 01 July each year.
- (c) Asset additions submitted to the insurer during the year must immediately be added onto the insurance portfolio and confirmed via a confirmation of cover letter. The municipality will not be held accountable for uninsured assets should the portfolio not be updated accordingly

Risk Assessments

Provide annual Risk Assessments to ensure that the municipality has sufficient insurance coverage and that all risks are minimised.

Training of Staff / Capacity Building

- (a) Provide daily assistance and guidance with administration of claims;
- (b) Provide daily assistance and guidance with general queries regarding the insurance policy conditions and wording;
- (c) Provide an annual briefing workshop to the relevant municipal officials regarding insurance policy conditions and wording, on a date agreed upon by both parties;
- (d) Provide training sessions as and when required on insurance related matters.

General

- (a) The Municipality is not bound to accept the lowest or any tender and reserve the right to accept any tender either wholly or a part thereof.
- (b) Unless otherwise specified, it is accepted that, in the case of every type of policy tendered for, the tenderer will be willing to underwrite the individual policy type at the premium tendered, without any other policies being granted to him.
- (c) The tenderer must provide amounts payable per line item, in respect of Excess Payments for each asset, as per the applicable tender schedules.
- (d) Liability for payment of Assessor Fees must be for the account of the tenderer.
- (e) The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the form of tender and the annexures.
- (f) Tenders may only be submitted on the official tender document. The tender documents must be fully completed and signed.
- (g) Tenderers must submit fully completed schedules of items for insurance cover together with each tender submitted, containing the detailed premium calculations for each class of insurance, over the tender period.
- (h) Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.
- (i) All Brokers fees and any other administrative fees that will be payable, must be included in the insurance premiums.
- (j) A detail description of the assets, amounts insured, et cetera, is furnished herewith per **Pricing Schedule**, according to information currently available. However, the Municipality reserves the right to adjust details in respect of final number, description and value of individual items for insurance cover, if necessary, at the final placement of the insurance.
- (k) The Municipality reserves the right to notify the tenderer of any adjustments, additions and or disposals during the period of the contract, for which the appropriate adjustments in premium payable / refund must be effected.
- (l) Bidders must allow the municipality 30 days to pay the monthly invoices and statements in respect of premiums, from receipt thereof. The municipality will not be liable for any financial or any other damages, due to the failure of the bidder to submit the invoices within the specified timeframes
- (m) All payments due by the municipality in terms of claims and other related matters, including excess payments, will be paid over to the appointed service provider. Any payments in respect of the insurer or any other creditor, will have to be transferred from the appointed service providers' account

The tender document includes an Annexure B with details regarding the Claims History Summary for 3 years.

SASRIA

- (a) SASRIA Rates must be included as a line item wherever applicable.
- (b) In addition, Insurance cover need to be provided to all municipal councillor's, for the loss of or damage to a councillor's personal immoveable or moveable property and assets, excluding property used by such councillor for business purposes, as well as life and disability cover, for any loss or damage caused by riot, civil unrest, strike or public disorder.

Appointment of Assessors

- (a) The Service provider will appoint an assessor as recommended by the Insurer within 5 (five) working days to investigate, evaluate, revise and authorize the quotations of vehicles involved in accidents or any other claim, as required by the insurer and/or the municipality
- (b) The Service provider will provide to the appointed assessor the available information, documentation, declared value of the vehicle or any other claim and policy wording upon appointment.
- (c) The Service provider will submit the assessors report and revised quotation within 5 (five) working days after the vehicle was assessed by the assessor or for any other claim to the employees of the Mechanical Maintenance Division and the relevant employee of the Insurance and Insurance Management Section.
- (d) The assessor must recommend that the vehicle be either repaired by the approved panel beater or written off as per the insurance policy wording.
- (e) The Service provider must submit within 1 (one) working day after the assessor's report was received with the recommendation that the vehicle must be written off as per the insurance policy wording a formal letter requesting that the vehicle be deregistered by either the Phokwane Local Municipality or the lease company.
- (f) The Service provider must assist the Phokwane Local Municipality with the obtaining of the original deregistration certificate of the relevant authority at no additional cost to the Phokwane Local Municipality within 6 (six) months after the original deregistration certificate was requested from the Phokwane Local Municipality.
- (g) The Service provider will be responsible for the payment of Assessors to investigate, evaluate, revise and authorize the quotations of vehicles involved in accidents or any other incident which require the services of an Assessor.

12.2 TENDER EVALUATION

Pre-evaluation Schedule

First Stage Supply Chain Management Compliance Evaluation: Failure to submit the below-mentioned document will lead to disqualification of your bid

	Attached	Not Attached
1. Copy/ printed Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status- Compulsory		
2. Certified copies of identity documents of members/ shareholders / directors of the company (original stamp not older than 3 months) - Compulsory		
3. Copy of company's current municipal account or all its directors (not older than 3 months) or copy of Lease Agreement (and Landlord's municipal account) – Compulsory		
4. CSD summary report – Compulsory		
5. BBEE certificate – only the following original BBEE certificates and / or certified copy of BBEE certificates will be accepted and must be attached. IRBA, SANAS or sworn affidavit. (no points will be claimed without BBEE certificate). – Compulsory		
6. Letter of Good Standing (Department of Labor)		
7. Proof of Professional Indemnity cover of R300 million – Compulsory		
8. Proof of Registration with Financial Sector Conduct Authority (FSCA) – Compulsory		
9. Proof of Registration with the Institute of Risk Management – South Africa (IRMSA) – Compulsory		
10. Proof of Registration with the Information Regulator – Compulsory		
11. Proof of Registration with the Insurance Institute of South Africa- IISA – Compulsory		
12. Proof of Registration with Financial Intermediaries Association (FIA) – Compulsory		
13. Provide confirmation letters of three of the highest value claims in – Compulsory.		
14. ISO 9001: 2015 Provision of Insurance Brokerage Services Certificate – Compulsory		
15. Confirmation Letters of similar work done for municipalities with minimum of 3 letters – Compulsory		
16. Proof of Bank Rating with code A		

Second Stage Evaluation of Bidders Ability to execute the project in terms SCM regulation 28 (1)(b). Failure to meet the below mentioned will lead to disqualification of your bid

The following is required:

Company Experience

- Proof of previous work with a min of 10 years' experience must be attached in a form of Appointment Letter and Reference letter which should indicate placing public sector (specifically municipalities) clients with placing assets with a value of R1 billion or above.

Personnel Experience

- Provide proposed organization, staffing and key staff experience:

Personnel	Qualifications	Experience
Project Manager	CV (with years of experience and contactable references) B.com (Risk Management and Insurance) FAIS Accredited (RE 1 & RE 5) Matric Institute of Risk Management South Africa (IRMSA) Certificate Insurance Institute of South Africa (IISA) Certificate	7 years Insurance Experience
Underwriting Official	Programme in Risk Management NQF Level 6 Retail Insurance NQF Level 4 Class of Business: Short-Term Insurance Commercial Lines Certificate FAIS Accredited (RE 5) Matric Certificate	5 Years Commercial Underwriting
Claims Manager	CV (with years of experience and contactable references) Bachelor of Arts, IISA Certificate Advanced Insurance Practice NQF level 6 Risk Management NQF level 6, Short-Term Insurance NQF level5, Diploma in Insurance FAIS Accredited (RE 5) Matric	10 Years Commercial Claims Experience
Insurance Claims Technician	<p>Asset Claims</p> CV (with years of experience and contactable references) Min NQF 5 Short Term Insurance FAIS Accredited (RE 5) Matric	2 Years Commercial Claims Experience
	<p>Liability Claims</p> <ul style="list-style-type: none"> ▪ Bachelor of Laws ▪ Short Term Insurance Level (Current) ▪ Compliance Management Course ▪ FAIS Certificate (RE 5) ▪ Matric 	

NB: The above personnel should submit copies of their CV's and qualifications.

Financial Viability

- Bank Rating Code B and Above
- Most Current Financial Statements

Third Stage Evaluation on 80/20-point system

- 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million.
- 80 points will be allocated for total bid price
- 20 points will be allocated for a specific goal in terms of preference point system as per the completed MBD 6.1.

***NB: Bidders who submit fraudulent documents, will be reported to National Treasury and a case opened against them. Please make sure to submit truthful documents.**

13. PRICING

13.1 Price Requirements

PRICING SCHEDULE

All costs MUST be included in the bid price, for rendering of the service at the prescribed destination.

Documents MUST be completed in non-erasable ink.

For evaluation purposes, the Excess Structure will be incorporated with the Price Evaluation and will contribute a weighting of 10% for calculation purposes.

TYPE OF POLICY	TOTAL INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL ANNUAL PREMIUM
Combined	R958 727 459.26				
Business Interruptions	R8 202 550.00				
All Risks	R9 315 893.44				
Office contents	R19 764 345.73				
Theft	R395 734.15				
Accidental Damage	R403 084 627.00				
Money	R 1 513 700.00				
Fidelity Guarantee	R258 100.00				
Glass	R180 525.50				
Goods in Transit	R341 051.00				
Public Liability	R100 000 000.00				
Employers Liability	R25 000 000.00				
Motor Third-Party Liability	R25 000 000.00				
Group Personal Accident	R10 000 000.00				
Personal Accident – Insured Individuals	19				
Stated Benefits	R 7 876 921.62				
TYPE OF POLICY	TOTAL INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL ANNUAL PREMIUM
Motor Fleet	R 28 590 836.01				

Machinery Breakdown	R 0.00				
Electronic Equipment	R17 421 773.55				
Laptops, Notebooks and Tablets	R1 584 130.45				
Year 2023-24 Total Premium =					
VAT at 15% =					
Total Premium (Inclusive of VAT)					
Total Bid Price (Inclusive of VAT) =					
Excess Structure Calculations =					
Total Bid Price (VAT and Excess Structure Calculations Included) =					

Year 2024-25 Total Premium =					
VAT at 15% =					
Total Premium (Inclusive of VAT)					
Total Bid Price (Inclusive of VAT) =					
Excess Structure Calculations =					
Total Bid Price (VAT and Excess Structure Calculations Included) =					

Year 2025-26 Total Premium =					
VAT at 15% =					
Total Premium (Inclusive of VAT)					
Total Bid Price (Inclusive of VAT) =					
Excess Structure Calculations =					
Total Bid Price (VAT and Excess Structure Calculations Included) =					

BIDDERS EXCESS STRUCTURE (based on 3 years claim history Annexure B)			
Section of Policy	Excess Payments	Number of Incidents	Excess Calculations
Combined			
<u>All Transformers / Electrical / Reticulation claims:</u>			

All other claims(Unless specifically defined)			
Fire directly as result of Arson			
Parked vehicles			
Storm / flood damage			
Theft Property in the Open & Malicious Damage			
Power station			
Buildings at distribution Centres			
Pole transformers, steel lampposts, traffic signs, robots meter & lights			
Unoccupied buildings (first 4 weeks of nonoccupancy) theft malicious damage			
House Owners			
Per Structure			
Malicious Damage			
Unoccupied buildings (first 4 weeks of nonoccupancy) theft malicious damage			
All Risks			
All items as per schedule			
Computer Equipment (excluding laptops, notebooks & tablets)			
Furniture & Office Equipment			
Machinery & Equipment			
Locks and keys			
Office Contents			
Contents			
Personal property Employees			
Locks and keys			
Theft / Burglary			
All other claims			
Theft of cables and electrical conductors			
Theft of goods in the Open			
With burglar bars all windows and safety gates all outside doors			

Section of Policy	Excess Payments	Number of Incidents	Excess Calculations
Without above protection			

Locks and keys			
Money			
All other claims			
Crossed cheques			
Loss or damage to money as a result of dishonest			
Fidelity Guarantee			
Glass			
Goods in Transit			
Public Liability			
All claims			
Potholes			
Motor Third Party Liability - Any other			
Motor Third Party Liability - Private & commercial up to 3500Kg gvm			
Spread of fire			
Damage to underground cable			
Professional indemnity			
Motor Fleet			
Private type vehicles, LDV's (windscreens)			
Special types, Fire Engines & Commercial trucks (windscreens)			
Private type vehicles, LDV's			
Vehicle valued up to R100 000			
Vehicle valued between R100 001 and R500 000			
Vehicle valued above R500 001			
Special types, Fire Engines			
Commercial trucks			
Vehicles valued up to R200 000			
Vehicles valued between R200 000 and R499 000			
Vehicles valued between R500 000 and R1 000 000			
Vehicle valued above R1 000 000			

Section of Policy	Excess Payments	Number of Incidents	Excess Calculations
Special types & Fire engines			
Special types i.e. road making and construction			
Tractors			
Vehicles valued up to R200 000			
Vehicles valued above R200 000			
Trailers			
Loss of keys			
Theft/Hijack			
Group Personal Accident			
Medical Expense			
TTD			
Stated Benefits			
Medical Expense			
TTD			
Electronic Equipment			
Any other loss			
Increase in cost of working			
Reconstruction of data			
Lightning/Power surge			
Laptops, Notebooks & Tablets			
Accounts Receivable			
Directors and Officials			
Total Estimated Excess Payments =			

14. MBD 7.1 – Contract Form – Purchase of Services

NOTE:

- (a) This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
- (b) NO correction fluid/tape may be used.
- (c) In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration

PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **Phokwane Local Municipality** in accordance with the requirements and specifications stipulated in tender no **T 62 Of 2022/23** for a contract period ending 30 June 2023 and the price(s) as per the pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement: Binding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Technical Specification(s)
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2017 (f) Declaration of Interest
 - (g) Special Conditions of Contract; and (h) General Conditions of Contract
3. 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any the person regarding this or any other bid.
6. I confirm that I am duty authorised to sign this contract.

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

CONTRACT FORM – PURCHASE OF SERVICES

PART 2 (To be completed by the PHOKWANE LOCAL MUNICIPALITY)

1. I, _____ in my capacity as _____, accept your bid under reference number _____, dated _____, for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions in forthcoming
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice accompanies by the delivery note.
4. I confirm that I am duty authorised to sign this contract.

TO BE COMPLETED BY THE PHOKWANE LOCAL MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT)		
WITNESS 1		
WITNESS 2		

15. DECLARATION BY TENDERER

I/We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicilium citandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

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

I/We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake (s) regarding price and calculations will be at my / our risk.

I/We furthermore confirm that my / our offer remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

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

16. FORM OF OFFER AND ACCEPTANCE Tender No:

SHORT TERM INSURANCE – December 2024 TO 30 JUNE 2029

Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

T 62/2022/23 - SHORT TERM INSURANCE FOR A PERIOD OF THREE (3) YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

Rand (in words);

R _____ (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

SIGNATURE:		NAME	
		(PRINT):	
CAPACITY:		DATE:	

for the tenderer
(Name and address of organization)

SIGNATURE		NAME	
OF WITNESS:		(PRINT):	
DATE:			

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

SIGNATURE:		NAME	
		(PRINT):	
CAPACITY:		DATE	

DATE:

for the Employer

(Name and address of organization)

SIGNATURE
OF WITNESS:

NAME
(PRINT):

DATE:

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

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

..... *YES / NO
.....

Delete if not applicable

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

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

2.2. If yes, provide particulars.

.....
.....
..... *YES / NO
.....

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

3.1. If yes, furnish particulars

.....

*YES / NO

.....

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

4.1. If yes, furnish particulars

.....

*YES / NO

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder