



LEJWELEPUTSWA DISTRICT MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SHORT-TERM INSURANCE FOR A PERIOD OF 3 YEARS.

CONTRACT NO: RFP 136/04/2023

TENDER SUBMITTED BY:

Name of Company

Address

Telephone Number

Tender Amount (Including
VAT)

R

ISSUED BY:	PREPARED BY:
LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road Welkom 9460 Postal Address: P.O. Box 2163 Welkom 9460 Telephone: 057 391 8906 Facsimile: 086 547 8092	FINANCE DEPARMENT LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road Welkom 9460 Contact Person : Malemoha Macholo Email: malemoha@lejwe.co.za

CLOSING DATE: 05 MAY 2023
CLOSING TIME: 12:00 pm



**LEJWELEPUTSWA
DISTRICT MUNICIPALITY**

Cnr. Jan Hofmeyer & Tempest Road
P.O. Box 2163
WELKOM
9460
Tel: (057) 391 8906
Fax: (057) 353 3382
E-Mail: malemoha@lejwe.co.za

**INVITATION TO BID
BIDS ARE HEREBY INVITED FROM SUITABLE AND EXPERIENCED SERVICE PROVIDERS**

TENDER NO.	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT	SPECIFIC APPLICABLE TERMS	TECHNICAL ENQUIRIES CONTACT PERSON	CLOSING DATE & TIME
RFP 120/07/2022 RE-ADVERT	EXPRESSION OF INTEREST FOR APPOINTMENT INTO A PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF THREE (03) YEARS AS AND WHEN REQUIRED.	<u>80/20</u> 80 – Price 20 – Specific Goals (BBBEE = 10 Locality = 10) <u>Functionality</u> <u>80% minimum threshold required</u>	N/A	MBD1, MBD4, MBD6.1, MBD8 & MBD9	Mr B Lehlekiso brian@lejwe.co.za	05 May 2023 at 1 2H00
RFP 136/04/2023	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SHORT-TERM INSURANCE FOR A PERIOD OF 3 YEARS.	<u>80/20</u> 80 – Price 20 – Specific Goals (BBBEE = 10 Locality = 10) <u>Functionality</u> <u>80% minimum threshold required</u>	N/A	MBD1, MBD4, MBD6.1, MBD8 & MBD9	Mr M Macholo malemoha@lejwe.co.za	05 May 2023 at 12H00
RFP 137/04/2023	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM (RRAMS) WITHIN LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS.	<u>80/20</u> 80 – Price 20 – Specific Goals (BBBEE = 10 Locality = 10) <u>Functionality</u> <u>80% minimum threshold required</u>	N/A	MBD1, MBD4, MBD6.1, MBD8 & MBD9	Mr B Lehlekiso brian@lejwe.co.za	05 May 2023 at 12H00
RFT 138/04/2023	APPOINTMENT OF A SERVICE PROVIDER FOR TELEPHONE MANAGEMENT AND DATA NETWORK SYSTEM OF LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS.	<u>80/20</u> 80 – Price 20 – Specific Goals (BBBEE = 10 Locality = 10) <u>Functionality</u> 80% minimum threshold required	N/A	MBD1, MBD4, MBD6.1, MBD8 & MBD9 Compulsory Briefing Session 26/04/2023 at 10h00 – LDM Offices.	Mr M Segalo msegalo@lejwe.co.za	05 May 2023 at 12H00
RFT 139/04/2023	APPOINTMENT OF A SERVICE PROVIDER FOR THE RENTAL AND MAINTENANCE OF PHOTOCOPIER	<u>80/20</u> 80 – Price	N/A	MBD1, MBD4, MBD6.1, MBD8 & MBD9	Mr N Matsunyane	05 May 2023 at 12H00

	MACHINES FOR A PERIOD OF 3 YEARS	20 – Specific Goals (BBBEE = 10 Locality = 10) <u>Functionality</u> 80% minimum threshold required			nick@lejwe.co.za	
CONDITIONS For the purpose of the above tenders, specified MBD forms must be scrutinized, completed and submitted together with your proposal. Non-adherence to this request will lead to disqualification. CIPC Company registration certificate, Certified copies of directors Identity Documents. A valid SARS Tax Clearance Certificate and the tax compliance status pin to be submitted. It is the responsibility of the bidder to ensure that the company’s Tax Status remains complaint at ALL times. Bidders MUST be registered on National Treasury Central Supplier Database. In order to claim preference points a valid original or certified B-BBEE status level verification certificate with SANAS accreditation or a sworn affidavit completed on the DTI format must be submitted to validate the claim. Joint ventures must submit a consolidated BBBEE certificate with SANAS accreditation. Proposal must be on an official letterhead of the company. Only firm prices will be accepted.						
DOCUMENTS ARE AVAILABLE FROM:			ALL TENDER DOCUMENTS TO BE SUBMITTED AT:			
Lejweleputswa District Municipality website: www.mylejweleputswa.co.za National Treasury e-Tender portal			LEJWELEPUTSWA DISTRICT MUNICIPALITY OFFICES: CORNER JAN HOFMEYER AND TEMPEST ROAD WELKOM 9459			
ALL SCM RELATED INQUIRIES MUST BE DIRECTED TO: Malemoha Macholo @057 101 0187 or malemoha@lejwe.co.za						

Mr ML MAKHETHA
ACTING DISTRICT MUNICIPAL MANAGER

INVITATION TO BID – MBD 1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEJWELEPUTSWA DISTRICT MUNICIPALITY

BID NUMBER:	136/04/2023	CLOSING DATE:	05 MAY 2023	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SHORT-TERM INSURANCE FOR A PERIOD OF 3 YEARS.				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT **Corner Jan Hofmeyer and Tempest Road, Welkom, 9460**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes ☐ No ☐	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	FINANCE	DEPARTMENT	FINANCE
CONTACT PERSON	Mr. M Macholo	CONTACT PERSON	Mr. M Macholo
E-MAIL ADDRESS	malemoha@lejwe.co.za	E-MAIL ADDRESS	malemoha@lejwe.co.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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

DECLARATION OF INTEREST – MBD 4

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make any offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized 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/ Representative	
3.2	Identity Number	
3.3	Position Held in Company E.g. Director	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	VAT Registration Number	

3.7	The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.		
3.8	Are you presently in the service of the State?	Yes	No
3.8.1	If so, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	Yes	No
3.9.1	If so, furnish particulars		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If so, furnish particulars		

3.11	Are you aware of any relationship (family, friend, other) between bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If so, furnish particulars		
3.12	Are any of the company's director, managers, principle shareholders or stakeholders in service of the state:	Yes	No
3.12.1	If so, furnish particulars		
3.13	Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If so, furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes	No
3.14.1	If so, furnish particulars		

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

Full Name	Identity Number	State Employee Number

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

- (a) A member of –
 - (i) any municipal council:
 - (ii) any provincial legislature: or
 - (iii) the national Assembly or the national Council of provinces:
- (b) a member of the board of directors of any municipal entity
- (c) an official of any municipality or municipal entity
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act 1999 (Act N° 1 of 1999):
- (e) a member of the accounting authority of any national or provincial public entity: or
- (f) An employee of Parliament or a provincial legislature

5. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 is correct.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS – B-BBEE	10
SPECIFIC GOALS – LOCALITY	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE		10		
Locality		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of the 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 an improper conduct in relation to such system;
 - (b) been convicted for fraud or corruption during the past five (5) years;
 - (c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) years, or
 - (d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Item	Question	Response	
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	☐ YES	☐ 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 Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445)	☐ YES	☐ NO
4.2.1	If so, furnish particulars		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five (5) 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 taxed or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity that is in arrears for more than three (3) 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 the State terminated during the past five (5) years on account of failure to perform on or comply with the contract?	☐ YES	☐ NO
4.5.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (Name)

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

9. CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page either:

- 1) Proof that they are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. **Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.**; or
- 2) Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts **together with a letter from the landlord** (not older than three months) stating that no levies are in arrears (*only if applicable*); or

Note:

- Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.
- Statement must not be older than three months from the closing date of this tender.

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 (30 days if the tender price exceeds R10 Million).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson

of the board of,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20...., Mr/Ms

acting in the capacity of, was authorized to sign all documents in connection with this tender for RFP No. 131/02/2023 and any contract resulting from it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorize

Mr/Ms, acting in the capacity of

....., to sign all documents in connection with this tender For RFP NO. 131/02/2023 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract No. 12/2021 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I, , hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

....., hereby authorize Mr/Ms

acting in the capacity of....., to sign all to sign all documents in connection with this tender for RFP NO. 137/04/2023 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

B-BBEE RATING CERTIFICATE

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims,
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 5 or 10 for B-BBEE,
3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate.
4. AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies
 - a. Tenderers other than EMEs
 - i. Verification agencies accredited by SANAS; or
 - b. Tenderers who qualify as EMEs (total revenue of R10 million or less)
 - i. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

Tenderers are to note that copies of certified documents will not be accepted.

Attach a valid BEE Rating Certificate behind this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

RFP No: 136/04/2023 – SHORT-TERM INSURANCE

BANKING DETAILS

It is the policy of the LEJWELEPUTSWA District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	

I/we hereby request and authorize the LEJWELEPUTSWA District Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the LEJWELEPUTSWA District Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated above is correct:	
..... AUTHORIZED SIGNATURE(S)	OFFICIAL DATE STAMP

RFP No: 136/04/2023 – SHORT-TERM INSURANCE

JOINT VENTURE AGREEMENT

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms., authorized signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead Partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

RFP No: 136/04/2023 – SHORT-TERM INSURANCE

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

Service providers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

- Original and valid tax clearance certificate of all parties of the Joint Venture/Consortium;
- An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract and;

- A consolidated valid and original or certified copy of their B-BBEE Status level verification certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
- Bank rating of all parties of the Joint Venture/Consortium or the bank rating of the joint venture bank account– if applicable;
- Letter of “Good standing” from the Entity’s Financial Institution (Bank) of all parties of the Joint Venture/Consortium– if applicable;
- Proof of good standing with municipal accounts of all parties of the Joint Venture/Consortium;
- Declaration of interest of all parties of the Joint Venture/Consortium;
- Declaration of bidder’s past supply chain management practices of all parties of the Joint Venture/Consortium;
- Certificate of independent bid determination of all parties of the Joint Venture/Consortium.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

RFP No: 136/04/2023 – SHORT-TERM INSURANCE

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

No.	PROPOSED SUB-CONTRACTORS	PART OR TYPE OF WORK	ADDRESS OF PROPOSED SUBCONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1					
2					
3					
4					
5					
6					
7					
TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED					R

Bidders are requested to furnish certified copies of the proposed subcontractor's CK Certificate, copy of latest municipal statement, BEE Rating Certificate as well as certified copies of the owners' Identity Documents along with this tender.

SIGNED ON BEHALF OF TENDERER:

EXPERIENCE OF TENDERER

The following is a statement of work of a similar nature (E.g. Short-Term Insurance Services) successfully executed by myself / ourselves within the past 5 years with a minimum value of R 500,000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			

Bidders must have specific experience and submit references letters (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

SIGNATURE:
(of person authorized to sign on behalf of the Tenderer)

DATE:

EXPERIENCE OF TENDERER (Cont.)

The following is a statement of work of a similar nature (E.g. Sort-Term Insurance Services) successfully executed by myself / ourselves within the past 5 years with a minimum value of R 500,000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			

Bidders must have specific experience and submit references letters (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

SIGNATURE:
(of person authorized to sign on behalf of the Tenderer)

DATE:

REFERENCE LETTERS

Note: A service provider must complete the table for Appendix 1, depending on the sub categories of related work or services he or she wants to apply for on page 48, and in doing so must submit references of experience that are applicable to such selected sub categories.

Bidders must have **specific experience** (E.g. Short-Term Insurance Services) and submit recent references (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

Reference Letters must make reference to the nature of the works or services undertaken as well as the total value of the works executed by the bidder.

Reference Letters are to be signed by the referee (either the Director/Manager of the firm/entity or their delegated official) and dated.

Bidders are to note that appointment letters/purchase orders will not be accepted in lieu of reference letters.

Clients may further include on such written references their rating of the Bidder according to any of the following criteria:

- i. Turn-around times
- ii. Quality of feedback
- iii. Accessibility and availability
- iv. Reliability
- v. Customer satisfaction

Attach Letters of Reference to this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

Communications regarding the revision of this tender document can be also be viewed on the following websites: www.etenders.treasury.gov.za or www.mylejweleputswa.co.za under SCM > Tender.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by LEJWELEPUTSWA District Municipality may result in your tender submission being declared non-responsive.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer must be compliant in their tax matters with the South African Revenue Services (SARS).
2. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.
3. The tenderer has not:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to perform on any previous contract and has been given a written notice to this effect.
4. The tenderer is registered on the Central Supplier Database.
5. The tenderer is not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
6. A Joint-Venture Agreement, if applicable, is submitted with tender.
7. Tenderers are required to submit a minimum of three written testimonials from clients to substantiate their ability to undertake the required services, proof in providing Short-Term Insurance Services within the past 5 years with a minimum value of R 500,000-00.
8. The following schedules are fully completed and signed:
 - i. Invitation to bid – MBD 1
 - ii. Declaration of interest – MBD 4
 - iii. Preference points claim form – MBD 6.1
 - iv. Declaration of bidder's past supply chain management practices - MBD 8
 - v. Certificate of independent bid determination – MBD 9
 - vi. Proof of good standing with municipal accounts
 - vii. Authority for signatory
 - viii. Joint venture agreement (if applicable)
 - ix. Record of addenda

COMPULSORY ADMINISTRATIVE COMPLIANCE

Over and above the test for responsiveness as described under Eligible Criteria of the tender conditions and information, failure of the bidder to submit the following will result in immediate disqualification:

- (i) South African based Insurer and Intermediary (attach proof).
- (ii) Certificate of authority for signatory.
- (iii) Professional Indemnity Cover (attach proof).
- (iv) Fidelity Guarantee Cover (attach proof).
- (v) SANAS approved ISO 9001 Certification (Provision of Insurance Brokering and Risk Services).
- (vi) Financial Services Board (FSB) (attach proof).
- (vii) Financial Intermediaries Association (FIA) (attach proof).
- (viii) The Institute of Risk Management – South Africa (IRMSA) (Attach Proof).

FUNCTIONALITY TEST

Service Providers will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price as follows:

Evaluation Criteria	Weight
1. Proven Track Record Bidders must submit appointment letter with reference letter providing similar work.	50
2. Registration with professional Body FSP must submit valid company proof of the South African Based Insurer and Intermediary and professional Indemnity cover.	30
3. Bank Rating Bidders must attach bank rating letter from the bank.	20
Total	100

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 80 points will then be evaluated in terms 80/20 preference point system.

<u>Criteria</u>	<u>Description</u>	<u>Points</u>
<u>Proven track record</u> (MUST attach appointment letter with reference number)	Bidders must submit appointment letter with reference letter providing similar work. At least 2 appointment letters with reference letter for sum insured of assets greater than R 100 000 000 = 50 points At least 1 appointment letter with reference letter for sum insured of assets greater than R 100 000 000 = 25 points No Appointment letter with reference letter attached = 0 points No information or inadequate information submitted to	50

	determine scoring level = 0 points	
<u>Registration with profession body</u> (MUST attach proof of registration)	FSP must submit valid company proof of the SouthAfrican Based Insurer and Intermediary and professional Indemnity cover. FSP must submit a valid company proof of registration of Financial Intermediate Association(FIA) and Financial Service Board (FSB) Proof registration for both = 30 points Proof registration for one = 0 points No proof or inadequate proof attached = 0 points	30
<u>Bank rating</u> (MUST attach bank rating letter from the bank)	Bank rating A = 20 points Bank rating B = 15 points Bank rating C = 10 points Bank rating < C = 0 points No information or inadequate information submitted to determine scoring level = 0 points	20
		100

Note: A bidder/s that scores less than 80 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Proof of Experience in the Industry
- Proof of Locality of Registered Offices
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) – if applicable
- Quality Management Plan (if any)

Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

Attach Company Profile to this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

CENTRAL SUPPLIER DATABASE REGISTRATION

Name of Tenderer	
Supplier Number	

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralizing government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SCOPE OF WORKS

Please see Annexure for Insurance Summary.

1. LEGISLATIVE PROVISIONS

All works to be undertaken under this Contract shall be compliant in accordance with and/or governed by:-

- The Income Tax Act, (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act, (Act No. 89 of 1991)
- The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- The Municipal Supply Chain Management Regulations, 2005
- The Labour Relations Act, (Act No. 3 of 1993)
- The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No.130 of 1993)

2. CONTRACT PERIOD

The contract period for Short Term Insurance Services shall be for three (3) years commencing from the date of engagement.

3. INSURANCES

The successful Service Providers shall be required to have the following Insurances in place:-

4. Professional Indemnity Insurance

- Value : Contract Value plus 10%
- Period : Duration of the contract

5. Public Liability Insurance

- Value : R1,000,000.00 per any single claim
- Period : Duration of the contract

8. ESCALATION

The gazetted tariff of fees shall be applicable to all escalations.

9. PENALTIES

Penalties shall be levied at 0.05% of the contract value per working day for any late completion of the works.

10. COMPLIANCE WITH THIS CONTRACT

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

11. ANY OTHER IMPORTANT INFORMATION

- 12.1 A post award meeting will be held with all successful tenderers. The Council reserves the right to appoint more than one tenderer. The required panel will be formed by the minimum of ten (10) highest scoring tenderers per discipline in terms of the stipulated preference point system for each area of specialization.

12.1 Order of Preference

The intention is to have Short Term Insurance professionals to be engaged on issues that require their type of expertise on a rotational basis from date of engagement for the period of three (3) years.

- 12.2 In essence of capacity building, Consultants will be required to take-on a seconded Municipal official or a candidate student for the skills training development. This is aimed at bridging the skills gap and to promote expertise transfer for profession development.

13. PENALTY FOR INFERIOR WORK OR NON-DELIVERY

In the case of inferior work or non-delivery, Council shall be entitled forthwith to purchase services of the same description and quantity as and in lieu of those specified, or forthwith to cancel the contract by giving the Service Provider one (1) months written notice and to purchase elsewhere such services as may be required to complete the contract and the Service Provider shall bear any difference in price between any services so purchased and the Contract Price.

The amount of such difference shall be paid by the Service Provider to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Service Provider in respect of goods already delivered under this or any other contract.

Nothing contained herein shall prejudice the right of the Council to recover from the Service Provider such other damage or loss it may suffer by reason of the failure of the Service Provider to deliver the service within the completion period and in accordance with the contract.

The service shall not be deemed to be complete until such time that the service is delivered in its entirety and to the satisfaction of the Client.

14. PAYMENT

Payment will be made by the Chief Financial Officer within thirty (30) days on receipt of a certificate of payment issued by the Service Provider and will be made by means of a cheque drawn upon the Council's bankers in Lejweleputswa. No cash payments shall be made.

Where the value of the works exceeds R2 000.00 excluding VAT, the Service Provider must quote the Council's VAT Registration No. (4000791642) on all Tax Invoices for payment purposes.

Where offers of discounts, e.g. for payment within thirty (30) days of rendering accounts, are made by the Contractor, these will be taken into account in the adjudication of tenders.

Service Providers shall be required to have a bank account in the legal name of the Service Provider as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Service Provider fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Service Provider in this regard.

15. ASSIGNMENT AND SUBLETTING

Neither the Service Provider nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Provider shall not sub-let the whole or any part of this contract without the written consent of the Short-Term Insurer and such consent, if given, shall not relieve the Service Provider from any liability or obligation under the contract.

16. COUNCIL'S LIABILITY AND INDEMNITY

16.1 The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

16.2 The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:-

16.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and

16.2.2 a change in a legislative provision applicable to the contract

17. SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of the Service Provider's estate, or if the Service Provider shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or the other of the aforementioned events.

18. SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Service provider reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

19. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Provider in regard to the contract shall be settled in the Republic of South Africa.

20. PATENT RIGHTS

The Service Provider shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

21. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

22. CANCELLATION OF CONTRACT

LEJWELEPUTSWA DISTRICT MUNICIPALITY reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in the provision of the required services by the bidder.

- Breach by the vendors of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.

23. RENEWAL OF CONTRACT:

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

GENERAL CONDITIONS OF TENDER

1. General Conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2015 3rd EDITION and, if applicable, any other Special Conditions of Contract.

2. Submission of Tenders

Sealed tenders, with the "Tender Number and Title" clearly endorsed on the envelope, must be deposited in the tender box indicated at the offices of the LEJWELEPUTSWA District Municipality, Corner Jan Hofmeyer and Tempest Road, Welkom, 9459

All literature must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. The LEJWELEPUTSWA DISTRICT MUNICIPALITY will not be held responsible for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the tender document.

Please note:

- Tenders that are deposited in the incorrect box will not be considered.
- Telegraphic or faxed tenders will not be accepted.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- All prices shall be quoted in South African currency.

3. Quality Assurance

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

4. Brand Name

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
- ii. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the Tenderer, the Municipality may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.
- iii. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
- iv. The samples must be within 30 days of notification. The samples will be discarded if not collected within 30 days and the Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.
- v. If a tenderer wishes to have an equal/similar item considered they must declare it first.

5. Validity Period

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

6. Renewal of Contract

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

7. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

8. Intellectual Property Rights

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to LEJWELEPUTSWA District Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

For this purpose only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of LEJWELEPUTSWA DISTRICT MUNICIPALITY.

9. Disbursements, Travel And Subsistence

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of LEJWELEPUTSWA DISTRICT MUNICIPALITY has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by LEJWELEPUTSWA DISTRICT MUNICIPALITY.

Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the LEJWELEPUTSWA DISTRICT MUNICIPALITY travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by LEJWELEPUTSWA DISTRICT MUNICIPALITY.

10. Certified Copies

The tenderer shall, where required in terms of the tender document submit with the proposal, certified copies of all certificates specified. Failure to do so may render the proposal liable to rejection on the grounds of being incomplete. Copies of certified documents will not be accepted.

11. Bids Exceeding R10 Million

If the tendered value exceeds R10 million (VAT included), bidders are required to furnish:

- i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years;
- ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii. particulars of any contracts awarded to the bidder 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
- iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- v. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

12. Acceptance or Rejection of a Tender

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.

13. Completion of Tender Documents

The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender.

Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

14. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

15. Contact with Municipality after Tender Closure Date

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

16. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection. Faxed, e-mailed and late tenders will not be accepted.

17. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

18. Wrong Information Furnished

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

19. Value-Added Tax

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3, 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is 4000791642.

20. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the LEJWELEPUTSWA District Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

21. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

22. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

- i. Influence or interfere with the work of any LEJWELEPUTSWA DISTRICT MUNICIPALITY officials involved in the tender process in order to inter alia:
 - a. influence the process and/or outcome of a tender;
 - b. incite breach of confidentiality and/or the offering of bribes;
 - c. cause over- or under-invoicing;
 - d. influence the choice of procurement method or technical standards;
 - e. Influence any LEJWELEPUTSWA DISTRICT MUNICIPALITY official in any way which may secure an unfair advantage during or at any stage of the procurement process.
- ii. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as set out in the LEJWELEPUTSWA DISTRICT MUNICIPALITY's SCM Policy.