

GAMAGARA MUNICIPALITY



GM2024/88

PROPOSAL FOR MANAGEMENT OF SHORT-TERM INSURANCE FOR A PERIOD OF FIVE YEARS

BIDDERS NAME:		
CONTACT NUMBERS	Phone:	Fax:
CSD REGISTRATION NR	MAAA	
BBBEE STATUS LEVEL		
BID AMOUNT:	R _____ (V AT inclusive)	
CLOSING DATE	12 September 2024 10:00	

For Office Use Official 1: Official 2:	OFFICIAL STAMP <div style="border: 1px solid black; height: 150px; width: 100%;"></div>
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SECTION 1.1: INVITATION TO TENDER

GAMAGARA LOCAL MUNICIPALITY



BID NOTICE No: GM2024/88

**PROPOSAL FOR MANAGEMENT OF SHORT-TERM INSURANCE FOR
A PERIOD OF FIVE YEARS**

Tenderers are hereby invited from insurance brokers to manage the short-term insurance portfolio of Gamagara Local Municipality for a period of five (5) years.

A set of tender documents can be obtained on e-tender portal at www.etenders.gov.za.

A compulsory briefing session will be held on **10 September 2024 at 11:00**. The briefing will be held at the Main Office in Kathu in Municipal Boardroom.

Fully completed tender documents must be placed in a sealed envelope endorsed clearly with the number, title and closing date of the tender as marked above, must be deposited in the tender box at Gamagara Local Municipality's Main Building, Cnr. Hendrick Van Eck & Frikkie Meyer Street, Kathu 8446 by not later than **10:00, 15 November 2024**.

Bids will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2022. The **two-stage evaluation process** will be followed in evaluating this tender. Firstly, it will be evaluated on functionality and thereafter on price and preference for bidders that pass the first stage.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr T.P Maamogwe at telephone (053) 723-6000 email maamogwet@gamagara.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Mrs Josephine Nampa at telephone (053) 723-6000 email nampaj@gamagara.gov.za

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.

MR. L. Seetile
MUNICIPAL MANAGER
P.O. BOX 1001
KATHU
8446

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 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 or the tender scoring the highest points.

1.2.3 Validity Period

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

1.2.4 Registration on Central Supplier Database

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

1.2.5 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

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

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

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

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

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

1.2.7.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's (in the name of the company and/or lease agreement) and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.2.7.3 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

1.2.10 Site / Information Meetings

(a) 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.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

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

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher 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.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at Gamagara Local Municipality's Main Building, Cnr. Hendrick Van Eck & Frikkie Meyer Street, Kathu 8446 by not later than 10:00, 12 September 2024.**

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact Gamagara Local 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 attention of Gamagara Local Municipality, it should do so in writing. Any effort by the firm to influence Gamagara Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the 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.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 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.

1.2.19 Contract

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

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of BEE certificates:

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

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

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

(c) If the certificate was issued by registered auditors approved by IRBA

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

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.27 Letter of Good Standing from the Commissioner of Compensation

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

1.2.29 Enquiries

Enquiries in connection with this tender, prior to the tender closing date, may be addressed to Mr T.P Maamogwe at telephone (053) 723-6000.

SECTION 1.3: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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 goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 indicated in the bidding documents.
- 3.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

- 3.3 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, 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 supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (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 supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

(b) in the event of termination of production of the spare parts:

- (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.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid

validity extension, as the case may be.

**18. Variation
Orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the
supplier's
performance**

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Antidumping And Countervailing duties and rights

24.1 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of
Liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing
Language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable
Law**

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and

Duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of

Contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 Bids shall remain valid for 90 days after the tender closure date.
- 1.4.2 Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.
- 1.4.3 If the premiums and excess payments are not shown separately as specified in the Price Schedule, the tender will be deemed non-responsive and will not be considered.
- 1.4.4 All premiums must be **VAT inclusive**.
- 1.4.5 Brokers fees and any other administrative fees must be shown separately from the underwriter insurance premiums.
- 1.4.6 The Bidder must obtain **at least three** written quotations on each of the policies included in this document and must give clear motivation on the quotes recommended.
- 1.4.7 Quotations obtained as per previous paragraph must be retained and be available for reference and inspection by officials of the Municipality if necessary. A summary of all three quotations must be included in the tender document. Failure to submit documentary proof will be considered as submitting a non-responsive bid.
- 1.4.8 For the annual renewal, the insurance broker must on/or before the 15th May of each year, follow the same procedures as stipulated in the previous two paragraphs.
- 1.4.9 The Bidder **must** provide details of their Financial Advisory and Intermediary Services (F.A.I.S.) Act compliancy; i.e. a copy of the FSCA Certificate. An originally certified copy of such certificate must be submitted with the tender. Failure to submit documentary proof will be considered as submitting a non-responsive bid.
- 1.4.10 The Bidder **must** upon appointment have a minimum limit of R10 000 000 (10 million rand) Professional Indemnity insurance. A quotation of such cover must be submitted with the tender. In the case of a Trust, Consortium or Joint venture each member must provide a minimum limit of R10, 000,000 (10 million rand) Professional Indemnity insurance. Failure to submit documentary proof will be considered as submitting a non-responsive bid.
- 1.4.11 Notwithstanding abovementioned the following documentation **must** also be submitted as part of the tender from the underwriter, failure to submit documentary proof will be considered as submitting a non-responsive bid:

- 1.4.11.1 Proof of Insurers Solvency Margin;
- 1.4.11.2 Letter of Authority or support;
- 1.4.11.3 Company Registration Certificate;

1.4.12.4 Ownership Certificate & Change of Name Certificate;

1.4.13 In the case of a Trust, Consortium or Joint venture the following will apply:

1.4.13.1 The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;

1.4.13.2 No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;

1.4.13.3 The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.

1.4.13.4 All members of the Trust, Consortium or Joint venture must submit, with the bid documents:

- a) a valid tax clearance certificate or SARS tax pin, individually;
- a) an agreement that clearly provides clarity of Profit and liability sharing; and
- b) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement as detailed in annexure A (page 99)

1.4.13.5 For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

1.4.14. Bidders might be required to make a presentation during the evaluation process when the need arises.

- Failure to submit certified copies of directors' ID documents will result in a tender deemed non-responsive
- Failure to submit comprehensive JV agreement (where applicable) will result in a tender deemed non-responsive
- Please complete the tender forms e.g. Form of Offer, declaration of interest etc.
- Failure to submit certified BBBEE CERTIFICATE will result to a bidder losing points allocated for BBBEE
- Company profile with proven previous experience must be attached,
- All alterations in prices/proposals must be signed for.
- Bidders must submit together with their bids a company registration document (CK).
- Bidders must submit proof that they do not owe rates and taxes to the municipality, failure to do so will result to bid deemed non – responsive.
- Use of correction fluid is prohibited.
- Bidders must be registered on CSD. Registration can be done at www.csd.gov.za or at your nearest Treasury and Gamagara Municipal Offices.
- Misrepresentation of address of the business with the aim of earning points may lead to disqualification.
-

SECTION 2.1: TERMS OF REFERENCE

1. PURPOSE

To appoint a service provider for provision of reasonable brokering services to the municipal council for short-term insurance cover, that will assist Gamagara Local Municipality in handling and managing various risk exposures. The appointed bidder will be subject to an annual performance review on deliverables.

2. SCOPE OF WORK

The service provider will have the responsibility to ensure that the following risk areas and/or assets of the municipality are covered, including the provision of reliable information thereof:

- Buildings Combined
- Office Contents
- House – Owners
- Stated Benefits
- Business all Risks
- Glass
- Theft
- Money
- Fidelity
- Employers Liability
- Group Personal Accident
- Electronic Equipment
- Public Liability
- Motor Own Damage – Comprehensive cover
- Motor Liabilities – Comprehensive cover
- SASRIA – Non Motor & Motor
- SASRIA – Councillors

3. MUNICIPALITY'S UNDERTAKINGS

- Gamagara Local Municipality undertakes to report all incidents within a period of 30 days, e.g. lost/stolen assets, accidents, etc.;
- Provide information (any changes in relation to the insured values) monthly;
- Ensure timeous payment of monthly premiums as per the signed contract/agreement; and Provide information relating to the disposal and addition of assets on a regular basis.

4. CONTRACT OBJECTIVES, ASSUMPTIONS AND RISKS

Tenders may only be submitted on the official tender format.

- Bidders may approach all Insurers complying with the relevant statutory solvency and other requirements.

- The bidder must be registered with the **FSCA (formerly FSB)** and must attach certificate.
- Bidders' proposals should be accompanied by a detailed summary of the salient features of their recommended insurance structure.
- Support for the bidders' proposals should be evidenced by a signed participation confirmation from Insurers/Reinsurers who will support their recommended structure at the terms, conditions and exceptions proposed by tenderer.
- All premiums are to be rounded off to the next full rand. Where extensions are granted free of charge, please state "free" in the premium column. Where a line of cover or an extension is not tendered for, please state "no tender" in the premium column. All premiums quoted are to INCLUDE VAT. Should a deposit premium apply, it must be shown and a full explanation must be given as to how the deposit premium will operate. Nevertheless only 100% or maximum premiums must be shown in the summary page of insurance cost. If the policy is subject to declarations, please advise how it would affect the premium.
- Bidders' proposals should be accompanied by a detailed premium calculation for each class of insurance submitted.
- The bidder must disclose the insurer or consortium of insurers on each policy type as well as the type of policy wording as indicated in tender documents.
- The bidder (whether broker or insurer) must submit their BEE rating done by an external independent rating agency or Sworn Affidavit
- The bidder (whether broker or insurer) must submit/declare any litigation against any local authority/public sector institution and/or any organ of state for whatever reason in the last 5 years.
- Have the bidder been appointed in the past (3) three years as a short-term insurance broker on an insurance portfolio in excess of R10 million assets. (if yes, must provide the names of these clients)
- Have the bidder been appointed as a short term insurance broker on a government or private portfolio in the past 3 (three) years? (if yes, must provide the names of these clients)
- Does the bidder have an insurance claims handling system?
- This contract will be valid from _____ to _____

5. REPORTING, MONITORING AND EVALUATION

- The successful bidder must provide monthly claims report;
- Hold quarterly progress meetings with the relevant municipal officials, or as and when required;
- The successful bidder will be subjected to annual performance reviews;
- The successful bidder will have 14 working days turn-around time upon receiving claims for the outcome;
- The successful service provider will update the municipality regularly on the following matters:
 - i. Financial viability;
 - ii. Human resource capability;

- iii. Portfolio changes; and
- iv. Any other important matters affecting the service provider.

6. CLAIMS

- All successful claims must be settled/resolved within 30 working days upon receipt of all relevant documentations.

7. EXPECTED OUTPUTS AND OUTCOMES

The successful tenderer needs to provide the council with full coverage on all asset classes as per risk management, deductibles, policy wording and insurers as mentioned in the schedules provided for a period of 12 months.

8. VALIDITY

- The contract will be valid for a period of 60 months, subject to an annual performance review and the general conditions of the contract.

9. INTELLECTUAL PROPERTY

- The information of the tenderer will be treated as confidential and remain the property of the bidder.

10. REPRESENTATIVE

- The bidder must have a dedicated representative to handle the insurance portfolio of the municipality.

11. PRICING

- Pricing will be based on the insured value. Any future premium adjustments and/or escalations must be based on a pre-determined formula which must be included in the tender quote. The bidders must also provide a scenario of how they have arrived at this formula through examples.

12. EVALUATION CRITERIA

The following evaluation method will be used:

After the closing date of the bid invitation, an appointed evaluation committee of the Municipal Officials will evaluate the proposals of the bidders.

The Committee will evaluate each of the bid proposals received against the appointed criteria as provided for in the Preferential Procurement Policy Framework Act 2022. Bids will be evaluated on an 80/20-point system as outlined in the PPPFA.

Responsive Bids will be evaluated based on the following criteria:

Stage 1 – Functionality

Stage 2 – Price and BBBEE Points

Only bidders who score a minimum of **80 points out of 100** in functionality who will be evaluated further, a detailed breakdown of functionality is included in the report.

FUNCTIONALITY	POINTS
Experience	40
Experience of key team members	10
Track record of clientele	30
Claims administration system	10
Risk Management	10
Total	100
BBBEE	20
Price and Functionality	80

Bidders will be evaluated based on functionality in terms of the evaluation criteria. The minimum threshold to qualify to the next phase is 80. Bidders who fail to meet the minimum threshold will be disqualified and will not be evaluated further for Price and B-BBEE Statues level of contribution.

Criteria for functionality	Rating	Weight
Experience in the industry. (Signed reference letters must be provided)	<u>Years in the industry:</u> 0-3 years = 15 4-7 years = 30 Over 8 years = 40	40
Experience of key team members (Curriculum Vitae of at least two members to be attached) Provide RE (Regulatory Examination) certificates	<u>Years in the field:</u> 1 year = 2 2 years = 4 3 years = 6 4 years = 8 5 years = 10	10
Track record of clientele (Assets insured) (Bidders must attach confirmation from at least two clients)	<u>Contract value:</u> 0 – 2 mil = 10 2mil – 5mil = 15 6mil – 10mil = 25 Greater than 10mil = 30	30
Claims administration system (Claims procedures to be documented clearly and relevant form to be attached)	<u>Effective and efficient claims administration:</u> Poor = 2 Average = 4 Good = 6 Very good = 8 Excellent = 10	10

Risk Management (Bidders should submit proof on relevant experience)	Understanding of risk management strategy aligned to the business and objectives of the municipality: Poor = 2 Average = 4 Good = 6 Very good = 8 Excellent = 10	10
Total		100
Threshold		80

GAMAGARA MUNICIPALITY

PREMIUMS FOR THE PERIOD 1/7/2024 – 30/6/2025

SECTION 2.2: PRICING SCHEDULE

SECTION	Insured Amount	Tariff excl. broker fee	Premium	SASRIA	Total Annual Premium
• Combined	R732 161 869				
• House – Owners	R16 954 126				
• All Risks	R12 038 641				
• Theft	R500 000				
• Money	R200 000				
• Fidelity	R300 000				
• Employers Liability	R5 000 000				
• Group Personal Accident	R5 000 000				
• Electronic Equipment	R6 052 422				
• Public Liability	R163 787 632				
• Motor Own Damage	R29 221 418				
• Motor Liabilities	R2 867 900				
• SASRIA – Non Motor	R29 250 000				
• SASRIA – Councillors - Motor	R7 500 000				
PREMIUM (VAT included) Total annual premium charges included)					

		BUILDINGS COMBINED SECTION				
		Property Insured				
Detail		Sum Insured Limit of Indemnity/ Compensation	Tariff excl. broker fee	Premium	SASRIA	Total Annual Premium
PREMISES ITEM 1 - All buildings; structures and erections including fixtures and fittings therein; thereto or thereone; boundary Walls; gates; posts and fences belonging thereto and all Contents contained in any building; structure or erection; Including underground fuel tanks and their contents; Traffic signs; traffic lights; parking meters and lamp posts		R166 507 815				
ITEM 2 - All substations; mini substations; transformers; Electricity cables; electrical switchgear and reticulation Including fixtures and fittings relating thereto		R291 430 920				
ITEM 3 - All water purification works and pump stations; Reservoirs; water towers; swimming baths and property Relating thereto		R145 912 151				
ITEM 4 - All sewerage works; pump stations and property Relating thereto		R32 777 196				
ITEM 5 - Vehicles whilst parked		R29 113 534				
ITEM 6- All other property		R64 420 253				
ITEM 7- Non Standard Construction		R2 000 000				
PROPERTY EXCLUDED – See Attached						

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PROPERTY EXCLUDED

- Transmission and Distribution Lines including their supporting structures unless specified.
- Water-piping as well as Storm water piping including their supporting structures unless specified.
- Sewerage piping including their supporting structures unless specified.
- Driveways, pavements, outdoor parking surfaces.
- Roads, Road and Rail, Bridges, Road and Rail Tunnels, Manhole Covers.
- Aircraft Runways and aprons.
- Jewellery other than Mayor Regalia.
- Land, Topsoil, Backfill, Drainage or Culverts.
- Piers, Jetties, Wharves, Viaducts, Docks.
- Property or structures in course of construction, erection, dismantling or testing or supplies in connection therewith.
- Property damaged as a result of its undergoing any process of manufacture, conversion or treatment.
- Accounts receivable.
- Shares, Saving Certificates and the like.
- Property in possession of customers.
- Trees, Shrubs, Plants.
- Graves and Tombstones.
- Growing Timber, Growing Crops, Livestock.
- Aircraft, Watercraft.
- Property more specifically insured under any other section of this policy except for the excess beyond the amount payable under such specific insurance.
- Property which at the time of any loss or damage is insured by or would but for the existence of this policy be insured by any Marine policy or policies except in respect of any excess beyond the amount which would have been payable under such Marine policy or policies had this insurance not been effected.

3. ADDITIONAL CONTINGENCIES AND COVER

Subsidence and Landslip	-	Not Included
Motor Vehicles whilst parked	-	Included
Day One Average basis	-	Not Included

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

4.1 CLAIMS PREPARATION COSTS

FIRST AMOUNT PAYABLE

Must be included

5. CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024
NIL	NIL	NIL

HOUSEOWNERS

1. PROPERTY INSURED

All *BUILDINGS* of *PRIVATE HOUSES*, *RESIDENTIAL UNITS*, *HOSTELS* and *FLATS* including all domestic outbuildings and all fixtures and fittings therein, thereto and thereon, gates, walls and fencing belonging thereto being the property of the Insured or for which they are responsible or in which the Insured has an interest as mortgagee including radio and television antennae, masts or satellite dishes/receivers.

2. TOTAL SUM INSURED

Section	Sum Insured A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
Property Insured	16 954 126				

3. ADDITIONAL CONTINGENCIES AND COVER

3.1 Subsidence and Landslip

Not included

Premises

Not included

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

4.1 CLAIMS PREPARATION COSTS

4.2 FIRST AMOUNT PAYABLE

If a building is unoccupied for a period longer than 4 weeks cover for theft and malicious damage will automatically be cancelled.

CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024
NIL	NIL	NIL

ALL RISKS

1. PROPERTY INSURED

ITEM	DESCRIPTION OF INSURED PROPERTY	SUM INSURED A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
	GENERAL SPECIFIED ITEMS	R12 038 641				
TOTAL SUM INSURED		R12 038 641				

2. ADDITIONAL CONTINGENCIES AND COVER

2.1 INCREASE IN COST OF WORKING

Limit of Indemnity

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

3.1 CLAIMS PREPARATION COSTS

3.2 FIRST AMOUNT PAYABLE

All loss or damage to the insured property being electronic equipment and arising through the power source from lightning strikes will be subjected to a first amount payable

3.2.1 However, should such insured property be fully protected against electrical supply variations with safeguards approved by the SABS (or similar authority), then this amount will be waived.

4. CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024
NIL	NIL	NIL

THEFT

1. PROPERTY INSURED

The contents being the property of the Insured or for which they are responsible contained in any building used by the Insured including fuel in the above and/or underground tanks.

Section	Sum Insured A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
Property Insured	R500 000				

2. ADDITIONAL CONTINGENCIES AND COVER INCLUDED

3.1 PROPERTY IN THE OPEN	Included
3.2 FULL THEFT COVER	Included
3.3 LOCKS AND KEYS	Included
3.4 REASONABLE PRECAUTIONS	Included

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

- 4.1 Goods in the open to be within secured fenced area.
- 4.2 Stock to be stored at least 5 metres from fence.
- 4.3 Guard/Watchman to be employed on 24 hour basis in respect of goods in the open.
- 4.4 Claims to be reported to Insurers within 48 hours.
- 3.5** Portable goods that can be stored in a building (tools, wheelbarrows, forks, spades etc.) must be stored therein - failing which no theft cover will apply. All theft must be accompanied by forcible and violent entry to or exit from the premises.
- 4.6 CLAIMS PREPARATION COSTS
- 4.7 FIRST AMOUNT PAYABLE

4. CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024
NIL	NIL	NIL

MONEY

1. LIMITS OF INDEMNITY

ITEM	PROPERTY INSURED	Sum Insured A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
1.	In respect of loss of or damage to clothing (as defined) including firearms as a result of theft of money or any attempt thereof.	R200 000				

Being the property of the Insured or for which they are responsible while anywhere in the world.

2. ADDITIONAL CONTINGENCIES AND COVER

2.1 PERSONAL ACCIDENT (ASSAULT)

Included

PER CAPITA

Capital Amount R 25 000

Medical Expenses R 50 000

Funeral Expenses R 100 000

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

3.1 Direct transit between Insured's premises and Insured's bank shall be uninterrupted and direct.

3.2 Transit in excess of R15 000 to be conveyed by at least two armed guards/personnel.

3.3 Specialised courier transit over R50 000.

3.4 The vehicle must never be left unguarded. Theft from unattended vehicles excluded.

3.5 Transit warranty excludes movement of money in the same building.

3.6 CLAIMS PREPARATION COSTS

3.7 FIRST AMOUNT PAYABLE

4. CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024
NIL	NIL	NIL

FIDELITY

1. INSURED PERSONS

All employees of the Insured.

2. SUM INSURED

R 300 000

Section	Sum Insured A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
Fidelity	R300 000				

3. ADDITIONAL CONTINGENCIES AND COVER

- | | | |
|-----|---|-----------------|
| 3.1 | Retroactive cover | Included |
| 3.2 | Reinstatement of insured amount | Included (once) |
| 3.3 | Costs of recovery | Included |
| 3.4 | Losses discovered more than 24 months after being committed but not more than 36 months thereafter | Included |
| 3.5 | Cover extended on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed | Included |
| 3.6 | Computer losses | Included |

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

4.1 CLAIMS PREPARATION COSTS

4.2 FIRST AMOUNT PAYABLE

CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024
NIL	NIL	NIL

GROUP PERSONAL ACCIDENT

1. INSURED PERSONS 1 X MAYOR, 1 X SPEAKER, 13 X COUNCILLORS, 1 X MUNICIPAL MANAGER,
5 X DIRECTORS AND ALL OTHER EMPLOYEES

(COVER TO BE FOR 24 HOURS WHILST BUSY WITH COUNCIL ACTIVITIES)

Circumstance	Sum Insured A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
1. Death					
1.1 Mayor	R1 000 000				
1.2 Councillors	R1 000 000				
1.3 Senior Officials	R1 000 000				
1.4 All Other Employees	R1 000 000				
2. Permanent Disability:	% per point 1 above for the particular disability				
3. Temporary Total Disability	R750 per week for a period not longer than 104 weeks				
4. Medical Expense	R200 000				
5. Funeral Costs	R100 000				
6. Repatriation	R100 000				
7. Mobility	R100 000				
8. Relocation	R100 000				

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS ADDITIONAL TERMS AND CONDITIONS INCLUDED

- 3.1 BUSINESS HOURS LIMITATION Included
3.2 CLAIMS PREPARATION COSTS Included
7 day franchise in respect of temporary total disability

4. CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024
NIL	NIL	NIL

ELECTRONIC EQUIPMENT

1. MATERIAL DAMAGE

SUM INSURED

Section	Sum Insured A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
1. Material Damage:					
1.1 Property Insured	R4 142 592				
1.2 Laptops	R1 509 830				
2. Consequential Loss:					
Additional increased cost of working	R100 000				
Reconstruction of Data	R300 000				

3. INDEMNITY PERIOD

A maximum of 3 months.

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENT, ADDITIONAL TERMS AND CONDITIONS.

4.1 TELKOM ACCESS LINE EXTENSION	Included
4.2 UTILITIES EXTENSION (FAILURE OF SUPPLY)	Included
4.3 CLAIMS PREPARATION COSTS	R 50 000-00

5. FIRST AMOUNT PAYABLE

Time Excess : **72 HOURS**
Must be included

6. CLAIMS

2021-2022	2022-2023	2023-2024
NIL	NIL	NIL

PUBLIC LIABILITY

LIMITS OF INDEMNITY

Any one event or series of events with one original cause or source.

ITEM	PROPERTY INSURED	Sum Insured A	Tariff Excl. broker fee B	Premium (A x B) C	SASRIA D	Total Annual Premium E
1.	General	R15 000 000				
2.	Additional Contingencies and Cover					
2.1	Wrongful arrest and defamation	R1 000 000				
2.2	Errors & Omissions	R1 000 000				
2.3	Products Liability and Defective Workmanship	R0				
2.4	Comprehensive insurance of pedal cycles	Included				
2.5	Vibration, removal or weakening of support	Nil				
2.6	Legal Defence Costs	R2 000 000				
2.7	Professional Liability	R1 000 000				
2.8	Spread of Fire	R2 000 000				
2.9	First Aid Treatment	R500 000				
2.10	Tenants Liability	R2 000 000				
2.11	Employers Liability	R2 000 000				
2.12	Wages and Salaries	R137 787 632				
Grand Total (To be added on page 25)						

1. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

3.1 CLAIMS PREPARATION COSTS

3.2 FIRST AMOUNT PAYABLE – must be included

2. CLAIMS

2021 - 2022	2022 - 2023	2023 - 2024

ENDORSEMENT: SPREAD OF FIRE

The insured will maintain a strip of no less than 100 meters free of all vegetation trees or any refuse around any municipal refuse or other dumping area, failing to do so will render the insured responsible for the first R 50 000 of each and every claim resulting from the spread of fire.

1. DESCRIPTION OF VEHICLES :

DESCRIPTION	ESTIMATED NUMBER OF VEHICLES			LIMIT OF INDEMNITY
	COMP	TPF + T	TP	
i. Private type motor cars, minibuses seating up to 16 persons and LDV's	4			
II. Commercial Vehicles				
a) Trucks	29			
b) Fire Engines				
c) Ambulances/Emergency	3			
d) Tractors	5			
e) Trailers				
iii. Subsidised Vehicles – Please see the values / Above R500 000	9			
iv. Must include CAR HIRE – as per attached				
iv. Compactors, compressors and implements				
v. Buses and minibuses seating more than 16 persons				
vi. Special type vehicles i.e. road-making and construction machinery/vehicles, refuse removal, caravans etc.	6			
vii. 6 X High Value Vehicles				
TOTAL	56			

[illegible]

2. ADDITIONAL CONTINGENCIES AND COVER

<u>Contingencies</u>		<u>Limit</u>
2.1	Loss of Keys	R 10 000
2.2	Theft or attempted theft of cell phones	R50 000

3. DESCRIPTION OF VEHICLE

Any vehicle, the property of the Insured rented out to other Local Authorities, borrowed, used and/or leased.

2021 - 2022	2022 - 2023	2023 - 2024

MOTOR FLEET LIABILITIES

1. DESCRIPTION OF VEHICLES

DESCRIPTION	ESTIMATED NUMBER
i. Private type of motor cars, minibuses seating up to 16 persons and LDV's.....	4
ii Commercial Vehicles	
a) Trucks	29
b) Fire Engines	0
c) Ambulances	0
d) Tractors	3
e) Trailers	5
iii Motor Cycles.....	
iv. Compactors and compressors.....	
v Special type vehicles i.e. road-making and construction Machinery/vehicles, refuse removal, caravans etc.	
vi Subsidized Vehicles	9
vii High Value vehicles / included in Commercial vehicles	6

2. FIRST AMOUNT PAYABLE

Basic :

3. LIMITS OF INDEMNITY

<i>Contingencies</i>	<i>Limit of Indemnity</i>
a) Unlimited Third Party liability with Fire and explosion	
Limited to	R 5 000 000
b) Passenger Liability	
i Farepaying Passengers	R 5 000 000
ii Other	R 5 000 000
b) Any other event and the aggregate of (a) and (b)	R 5 000 000

4. ADDITIONAL CONTINGENCIES AND COVER

4.1 Claims Preparations Costs

SUBSIDIZED VEHICLES

ITEM	DESCRIPTION	VALUE	VALUE	VALUE	VALUE
	MOTORFLEET				
1	Volkswagen Polo 1.6 Trendline 5DR (2006)	56 100			
2	BMW X1 sDRIVE20d A/T (F48) (2019)	379 100			
3	Opel GRANDLAND X 1.6T ENJOY A/T (2018)	282 800			
4	BMW GRAN TURISMO 530d (2014)	219 900			
5	Ford Ranger 2.0D Bi-Turbo Wildtrak 4X4 A/T P/U	500 000			
6	BMW	780 000			
7	Toyota pickup Bakkie	150 000			
8	2.5D Toyota Hilux 2012 Double Cab SRX 4X4	200 000			
9	Ford Ranger Model 2.2 XL P/U D/C	300 000			

SASRIA - COUNCILLORS - GAMAGARA MUNICIPALITY

NO	INITIALS AND SURNAME	ID NO	STREET ADDRESS	VALUE OF BUILDING	VALUE OF CONTENTS
1				Building on municipal policy	R 1 630 487.00
2				R 1 500 000.00	R 450 000.00
3				R 1 500 000.00	R 450 000.00
4				R 1 500 000.00	R 450 000.00
5				R 1 500 000.00	R 450 000.00
6				R 1 500 000.00	R 450 000.00
7				R 1 500 000.00	R 450 000.00
8				R 1 500 000.00	R 450 000.00
9				R 1 500 000.00	R 450 000.00
10				R 1 500 000.00	R 450 000.00
11				R 1 500 000.00	R 450 000.00
12				R 1 500 000.00	R 450 000.00
13				R 1 500 000.00	R 450 000.00
14				R 1 500 000.00	R 450 000.00
15				R 1 500 000.00	R 450 000.00

SASRIA COUNCILLORS

NO	INITIALS AND SURNAME	YEAR OF VEHICLE	DISCRIPTION	REG NO	MARKET VALUE
1					R500 000
2					R500 000
3					R500 000
4					R500 000
5					R500 000
6					R500 000
7					R500 000
8					R500 000
9					R500 000
10					R500 000
11					R500 000
12					R500 000
13					R500 000
14					R500 000
15					R500 000

**SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF GAMAGARA LOCAL
MUNICIPALITY**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAMAGARA LOCAL MUNICIPALITY					
BID NUMBER:	GM2024/88	CLOSING DATE:	12 September 2024	CLOSING TIME:	10:00
DESCRIPTION	PROPOSAL FOR MANAGEMENT OF SHORT-TERM INSURANCE FOR A PERIOD OF FIVE 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
(STREET ADDRESS

GAMAGARA LOCAL MUNICIPALITY					
CNR HENDRICK VAN ECK AND FRIKKIE MEYER ROAD					
KATHU					
8446					
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:		
CONTACT PERSON	Josephine Nampa		CONTACT PERSON	Aobakwe Makoku	
TELEPHONE NUMBER	053 723 6000		TELEPHONE NUMBER	053 723 6000	
E-MAIL ADDRESS	josephine@gamagara.gov.za		E-MAIL ADDRESS	makokua@gamagara.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:

SECTION 4.1: MBD4: 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.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.1 Full Name of bidder or his or her representative:

.....

1.2 Identity Number:

.....

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

.....

1.4 Company Registration Number:

.....

1.5 Tax Reference Number:

.....

1.6 VAT Registration Number:

.....

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

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars.

.....

.....

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

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

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

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

3.9.1 If yes, furnish particulars

Section 3.9.1: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SECTION 4.2: MBD 5: Declaration for procurement above R10 million

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

- Are you by law required to prepare annual financial statements
1. for auditing? **YES/NO**
1. If yes, submit audited annual financial statements for the past three years or since
1 the date of establishment
during the past three years.
-
-
-
2. Do you have any outstanding undisputed commitments for municipal services
towards a municipality or any **YES/NO**
other service provider in respect of which payment is overdue for
more than 30 days?
- If no, this serves to certify that the bidder has no undisputed commitments for
- 2.1 municipal services towards a
municipality or other service provider in respect of which payment is overdue for
more than 30 days.
-
-
-
- 2.2 If yes, provide particulars:
-
-
-
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? **YES/NO**
- 3.1 If yes, furnish particulars.
-
-
-
-
-
-
4. Will any portion of goods or services to be sourced from outside the Republic and,
if so, what portion and whether any portion of payment from the municipality entity
is expected to be transferred out of the
Republic?

YES/N

O

4.1 If yes, furnish particulars.

.....
.....
.....
.....
.....
.....

SECTION 4.3: MDB 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. 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.

1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

- 1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

- 1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

- 1.3.4 For B-BBEE points the below table shall apply:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

- 1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.
- 1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
- 1.3.7 B-BBEE status level contributor certificate must be original or certified.
- 1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
- 1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.

1.3.10 Locality points shall be allocated as follows:

Locality	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
 - i. Municipal Account in the bidder's name.
 - ii. Proof of residence in the bidder's name.
 - iii. Bank statement with the bidder's address.
- iv. Lease agreement indicating a local address, where the lessee is the bidder.
 - e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and SPECIFIC GOALS	100

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

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)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		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:

8.7 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

.....

SECTION 4.4: MUNICIPAL RATES AND SERVICES

NB: Please attach copy/copies of Municipal Account(s) of the bidder and that of its directors and/lease agreement

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.5: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

SECTION 4.6: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.7 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

.....
Signature

.....
Date

.....
Position

Name of Bidder

.....

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

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

SECTION 6: MBD 7.2 CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as..... accept your bid under reference number
.....dated.....for the rendering of services indicated hereunder and/or
further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of
the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

**BOTH THE SERVICE PROVIDER (PART 1) AND THE LESSEE (PART 2) MUST FILL THIS FORM IN
DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER**

AND THE LESSEE WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
4. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
3.
DATE:	

ANNEXURE A

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Gamagara Local Municipality in respect of the following:

TENDER 76-18/19: MANAGEMENT OF SHORT-TERM INSURANCE PORTFOLIO

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with Gamagara Local Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with Gamagara Local Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF CONSORTIUM OR JOINT VENTURE

NAME		ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				

5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

15

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	

(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if any:	
<hr/>	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

ANNEXURE B

POLICY TYPE or SECTION	Annual Premium	Number of Claims for the month	Claim amount for the month	Number of Claims Year to date	Claim amount Year to date	Claim ratio (Measured year to date against Annual Premium)
	R		R		R	%
Combined						
Business Interruption						
Office Contents						
Theft						
Glass						
Money						
Fidelity Guarantee						
Goods in Transit						
Group Personal Accident						
Stated Benefits						
Electronic Equipment						
<i>LIABILITIES</i> :						
Public Liability						
Employers Liability						
Motor Third Party Liability						
Event liability						
Director & Officers Liability						
Network Security (CYBER) liability						
Claims ratio total						
SASRIA						
Self-insurance portfolio:						
Business All Risks	N/A					N/A

Motor fleet own damage	N/A					N/A
------------------------	-----	--	--	--	--	-----

GAMAGARA LOCAL MUNICIPALITY

COMPULSORY DOCUMENTATION/CHECKLIST TO TENDER DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: (Failure to submit this documentation will result in the tender being non-responsive). **(To be completed and signed by the Bidder):**

Nr	Description	YES	NO
1.	Valid tax clearance certificate and PIN		
2.	Valid original OR valid copy of B-BBEE certificate or sworn affidavit as per legislation		
3.	Valid letter OR valid copy of Letter of Good Standing from the Compensation Commissioner	N/A	N/A
4.	Copy of the latest (month prior to tender closure) Municipal Accounts of the following: _____		
	- Business		
	-Directors/Members/Owners of the Business		
	OR		
	Copy of the Lease Agreements or Rental Statement of the following:		
	- Business		
	-Directors/Members/Owners of the Business		
5.	Copy of CIDB registration (if applicable)	N/A	N/A
6.	MBD 1 – Is the form duly completed and signed?		
7.	MBD 4 – Is the form duly completed?		
8.	MBD 5 – Declaration for procurement above R10 million		
9.	MBD 6.1 – Is the form duly completed and signed?		
10.	Authorised Signatory – Is the form completed OR resolution attached?		
11.	All required sections completed and signed by the Authorised Signatory? _____		
12.	MBD 8 – Is the form duly completed and signed?		
13.	MBD 9 – Is the form duly completed and signed?		

14.	Declaration - Is the form duly completed and signed?		
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15.	Contract form - Is the form duly completed and signed?		
ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER			
16.	Quotations as per section 1.4.7		
17.	Original certified copy of F.A.I.S certificate as per section 1.4.9		
18.	Original certified copy of insurance policy schedule as per section 1.4.10		
19.	Documentation as per section 1.4.11		
20.	Trust, consortium or joint venture agreement, if applicable, as per section 1.4.13		
21.	Supporting documents relating to functionality, as per section 2.1.4.1.1		

I, confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

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Signature

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Date

