

# MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



## **SUPPLY AND DELIVERY OF SERVICES REGARDING** **SHORT TERM INSURANCE : 2024/07/01 – 2025/06/30**

<b>Name of bidder</b>	
<b>Contact details</b>	<b>Telephone Number:</b> <hr/> <b>Cellphone Number:</b> <hr/>
<b>Email address</b>	
<b>CSD Registration Nr</b>	<b>MAAA</b>
<b>B-BBEE Status Level</b>	
<b>Locality (where the business is located)</b>	
<b>TOTAL BID AMOUNT:</b>	<b>R</b> <hr/> <b>(Inclusive of VAT)</b>

**DAWID KRUIPER MUNICIPALITY**

**SUPPLY AND DELIVERY OF SERVICES REGARDING**  
**SHORT TERM INSURANCE : 2024/07/01 – 2025/06/30**

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# DAWID KRUIPER MUNICIPALITY

Republic of South Africa



**DAWID KRUIPER MUNICIPALITY PROCUREMENT:**

**GENERAL CONDITIONS OF CONTRACT**

**SUPPLY AND DELIVERY OF SERVICES REGARDING**

**SHORT TERM INSURANCE : 2024/07/01 – 2025/06/30**

**DAWID KRUIPER MUNICIPALITY****SECTION "A"****GENERAL CONDITIONS OF QUOTATION****TABLE OF CLAUSES**

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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

### 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.

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- 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.

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- 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.
  - 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
  - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
  - 3.2 Invitations to bid are usually published in locally distributed news media and on Dawid Kruiper municipality's 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.

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- 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 Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality.
- 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.

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- 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.

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- 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.

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- 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.

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| <b>16. Payment</b>                              | 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.  |
| <b>17. Prices</b>                               | 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.  |
| <b>18. Variation Orders</b>                     | 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.  |
| <b>19. Assignment</b>                           | 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.  |
| <b>20. Subcontracts</b>                         | 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.  |
| <b>21. Delays in the supplier's performance</b> | 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. |

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- 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.

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- 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

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- 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 favourable 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.

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<b>28. Limitation of Liability</b>	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.
<b>29. Governing Language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.

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| <b>33. Transfer of contracts</b>                | 33.1 | The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser  |
| <b>34. Amendment of contracts</b>               | 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.   |
| <b>35. Prohibition of restrictive practices</b> | 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. |

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

## **DAWID KUIPER MUNICIPALITY**

### **SPECIFICATION**

#### **1. SCOPE OF BID**

The Directorate of Finance at Dawid Kuiper Municipality requires the services of professional Short term Insurance brokers that can review the following aspects as **per attached schedule on page 20 to 35**:

- Insurance of Property, Plant and Equipment and Heritage Assets
- Insurance of public liability.

#### **2. CLOSING DATE AND COMPULSORY SITE MEETING**

Sealed bids clearly marked “**TN015/2024: SUPPLY AND DELIVERY OF SERVICES REGARDING SHORT TERM INSURANCE : 2024/07/01 – 2025/06/30**” must be placed in the Municipal tender Box **before or at 14:00 on Friday, 21 June 2024** and will be opened directly thereafter in the Councillor Chambers at the Municipal Offices.

#### **3. GENERAL REQUIREMENTS**

- 3.1. This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2. The lowest or only bid will not necessarily be accepted.
- 3.3. Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 3.4. The following forms, Summary of items and bid price, MBD 1, MBD 4, MBD 6.1, MDB 7.2, MBD 8 and MBD 9, must be completed.
- 3.5. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.
- 3.6. Bidders must be registered at National Treasury’s Central Suppliers Data Base (CSD) and proof must be submitted.
- 3.7. A copy of the tax clearance certificate issued and/or the document issued by SARS indicating the tax clearance PIN. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order daily.

##### **3.8 B-BBEE points would be allocated if:**

- 3.8.1 A certified copy of B-BBEE verification certificate accredited South National Accreditation System (SANAS) or
- 3.8.2 An original Sworn Affidavit fully completed with black ink, must be attached to the bid document or
- 3.8.3 A copy of a DTI BBEE certificate must be attached to the bid document.

#### **4. COMPULSORY DOCUMENTATION**

These documents **must be attached** to the bid form. **Bids not containing these documents will be deemed as Non-Responsive**

- 4.1 A copy of the Municipal account not older than 3 months and not in arrears for more than 90 days, on date of submission.
- 4.2 If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a valid Lease Agreement indicating such must be provided.

#### **5. BID PRICING**

- 5.1. Bidders are required to quote prices according to the price schedules and specifications.
- 5.2. Price(s) quoted must be valid for at least 120 days from bid closing date
- 5.3. Price(s) quoted must be firm and must be inclusive of VAT.
- 5.4. All prices must include delivery cost, accommodation and travel cost.

#### **6. METHOD OF DELIVERY AND ADDRESS**

Goods and services must be delivered as a whole.  
Delivery must be made to

Dawid Kruiper Municipality  
Corner of Scott & Mutual Street  
Uppington  
Northern Cape

#### **7. PROFESSIONAL REQUIREMENTS**

- 7.1. Must be an Authorised Financial Service Provider.
- 7.2. Must be registered at the Financial Service Board (FSB).
- 7.3. Proof of certified copies of 7.1 and 7.2 above must be submitted with the tender. If no proof is submitted the tender will be deemed as non-responsive, and will be disqualified.

## **8. SPECIFIC REQUIREMENTS**

8.1. Bidders must submit a full company profile, which will include, but will not be limited to the following:

- Registration date of company
- Addresses of registered offices in RSA
- Full particulars of person nominated to be in charge
- Experience of nominated person
- What other relevant skills are available within the company
- Proof of registration as a registered Underwriter
- Proof signed letter from the Insurance Company (Authority)
- How many years company has been in business

## **9. SKILLS TRANSFER / CAPACITY BUILDING**

9.1 Provide daily assistance and guidance with administration of claims

9.2 Provide daily assistance and guidance with general enquiries regarding insurance policy conditions.

9.3 Provide a briefing workshop to relevant municipal officials regarding the insurance policy conditions.

9.4 Provide training sessions as and when required on insurance matters

9.5 Submit monthly updates reports in respect of all of the Municipality's claims submitted, indicating the status of each claim.

## 10. Detail of Cover Required and Claims History

### MATERIAL DAMAGE

<b><i>Combined Assets</i></b>	<b><i>Replacement Cost</i></b>
- Standard Constructed Buildings	R 330 880 794
- Sub-stations, mini sub-stations, transformers, etc.	R 816 608 787
- Property in the open	R 39 583 855
- Water purification works and pump stations	R 1 242 337 340
- Sewerage Works and Pumps Station	R 543 034 849
- Property More Specifically Insured	R 239 044 981
- Reservoirs & Dams	R 254 241 981
- Non Standard Constructed Buildings	R 78 497 540
- Private dwellings, residential units hostels, Flats	R 20 973 896
- 15% Provision for escalation, inflation, professional fees, site clearings etc	R 595 531 537
- Capital Additions	R 140 000 000
<b>TOTAL MATERIAL DAMAGE</b>	<b>R 4 577 946 649</b>

### ***Property more Specifically Insured***

- Subsidence and Landslip	R 1 000 000
- Motor Vehicles whilst parked at Insured	R 1 000 000
- Riot and Strike (other than RSA and Namibia)	No
- Leakage of oils, chemicals or other fluids	Yes
- Wash basins and Sanitary Ware	Yes
- Theft of immovable property	R 5 000 000
- Locks and Keys	R 10 000
- Reasonable Precautions	R 10 000
- Claims Preparation Costs	R 100 000

<b>GRANT TOTAL MATERIAL DAMAGE</b>	<b>R 4 585 066 649</b>
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## 2. 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.
- Jewelry 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	-	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 R 100 000-00

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED**

### 5. CLAIMS

2021/2022	2022/2023	2023/2024
R 1 617 834.57	R 207 273.23	None

### BUSINESS INTERRUPTION

#### 1. PROPERTY INSURED

ITEM	DESCRIPTION OF INSURED PROPERTY	SUM INSURED
1	Prevention of Access	R 250 000
2	Increase of Cost of working	R 250 000
3	Additional Increase of Cost of working	R 250 000
4	Fines and Penalties	R 250 000
<b>TOTAL SUM INSURED</b>		<b>R 1 000 000</b>

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

2.1 CLAIMS PREPARATION COSTS R 100 000-00

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED**

**3. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None

**OFFICE CONTENTS****1. PROPERTY INSURED**

General Content (All other perils)	R 32 431 837
Theft @ 25% of the sums insured	R 8 107 959
Loss of rent @ 25% of the sums insured	R 8 107 959
Receptacles	R 895 000
Increase in Cost of Working	R 100 000
Loss of Documents	R 100 000
Legal Liability	R 1 000 000
Reasonables Costs	R 10 000
Locks and Keys	R 10 000
<b>TOTAL OFFICE CONTENTS</b>	<b>R 50 762 755</b>

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

2.1 CLAIMS PREPARATION COSTS

R 100 000-00

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED****3. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None

**LOSS OF REVENUE****1. DEFINED EVENTS**

Loss in revenue and/or increase in cost of working, following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment have been made or liability admitted under:

- (i) the combined section of this policy
- (ii) The house owners section of this policy
- (iii) The office contents section of this policy
- (iv) The electronic equipment section of this policy
- (v) Any other material damage insurance covering the interest of the insured, but only in respect of perils insured under the sections mentioned in (i) (ii) and (iii) above (hereinafter termed Damage).

**2. LIMIT OF INDEMNITY**

Electricity Reticulation	R 376 459 400
Die Eiland	R 0.00
Increase Cost of Working	R 100 000

**INDEMNITY PERIOD****12 MONTHS****3. EXTENTIONS AND CLAUSES**

Accountants Clause  
 Accumulated stock clause  
 Departmental clause

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED****4. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None

**ACCOUNTS RECEIVABLE****1. INTERESTS INSURED**

All outstanding debt balances.

**2. DEFINED EVENTS**

Loss or damage as a result of accident or misfortune (hereinafter termed damage) to the insured's books of account or other business books or records at the premises or at the residence of any director or partner, employee or the premises of any accountant of the insured in consequence whereof the insured are unable to trace or establish the outstanding debit balances in whole or part due to them.

**3. SUM INSURED**

R 320 000 000

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED****4. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None



**ALL RISKS****1. PROPERTY INSURED**

ITEM	DESCRIPTION OF INSURED PROPERTY	SUM INSURED
1	General All Risk	R 20 633 625
2	Cellular Cellphones	R 234 075
3	Laptops, Desktops and Meter reading handhelds devices	R 3 245 479
<b>TOTAL SUM INSURED</b>		<b>R 24 113 179</b>

**2. ADDITIONAL CONTINGENCIES AND COVER****2.1 INCREASE IN COST OF WORKING**

Limit of Indemnity

R 10 000-00

**3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS****3.1 CLAIMS PREPARATION COSTS**

R 100 000-00

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED****4. CLAIMS**

2021/2022	2022/2023	2023/2024
None	R 75 000.00	R 12 499.00

**GOODS IN TRANSIT****1. PROPERTY INSURED**

All property belonging to the insured or for which they are responsible conveyed by or on behalf of the insured (including ropes; tarpaulins and packing) materials in connection with the transit.

**2. TOTAL SUM INSURED**

R 300 000 (First lost)

**3. EXTENSIONS AND CLAUSES**

3.1 Removal of Debris	R 10 000
3.2 Riot and Strike	Included
3.3 Fire; explosion; collusion; derailment and overturning limitation	R 10 000
3.4 All Risk Cover	Included
3.5 Fire extinguishing charges	R 10 000
3.6 Increased fire extinguishing charges	Not included
CLAIMS PREPARATION COSTS	R 100 000-00

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED****4. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None

**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.

<b>2. SUM INSURED</b>	<b>R 500 000</b>
Malicious Damage to Buildings	R 100 000
Property in the open	R 150 000
Personal effects of Employees used for work	R 2 000

**3. 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

**4. 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 meters 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.
- 4.5 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 R 100 000

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED****5. CLAIMS**

2021/2022	2022/2023	2023/2024
R 602 211.00	None	R1 091 554.00

**GLASS****1. PROPERTY INSURED**

Internal and External glass including mirrors, signwriting and treatment thereon being the property of the Insured or for which they are responsible.

ITEM	THE PREMISES	SUM INSURED
1.	All premises of the Insured	R100 000
<b>TOTAL SUM INSURED</b>		<b>R100 000</b>

**2. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS, CONDITIONS AD LIMITS**

2.1 CLAIMS PREPARATION COSTS

R 100 000-00

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED**

**3. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None

**MONEY****1. LIMITS OF INDEMNITY**

ITEM	PROPERTY INSURED	
1. 1	In respect of Money not contained in a locked safe or strongroom	
	a) in the custody of any authorised employee, council member or principal of the Insured while away from the Insured's premises on a business trip anywhere in the world.	R 5 000
	b) while on the Insured's premises outside the hours during which the business operations of the Insured are conducted.	R 5 000
2.	In respect of loss of or damage to clothing (as defined) including firearms as a result of theft of money or any attempt thereat.	R 2 000
3.	In respect of Receptacles	R 50 000

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/Not Included

PER CAPITA

Capital Amount .....	R 25 000
Medical Expenses .....	R 5 000
Funeral Expenses .....	R 1 000

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

- 3.1 The vehicle must never be left unguarded. Theft from unattended vehicles excluded.  
 3.2 Transit warranty excludes movement of money in the same building.

3.3 CLAIMS PREPARATION COSTS R 100 000-00

#### FIRST AMOUNT PAYABLE – MUST BE INCLUDED

### 4. CLAIMS

2020/2021	2021/2022	2022/2023
None	None	None

### FIDELITY

#### 1. INSURED PERSONS

All employees of the Insured.

#### 2. SUM INSURED

R 545 000

#### 3. ADDITIONAL CONTINGENCIES AND COVER

3.1	Retroactive cover	Included
3.2	Reinstatement of insured amount	Included (once)
3.3	Costs of recovery - R10 000	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 R 100 000-00

#### FIRST AMOUNT PAYABLE – MUST BE INCLUDED

2021/2022	2022/2023	2023/2024
None	None	None

**PUBLIC LIABILITY**

LIMITS OF INDEMNITY  
Any one event or series of  
events with one original  
cause or source

1. **GENERAL** R100 000 000

2. **ADDITIONAL CONTINGENCIES AND COVER**

2.1 Wrongful arrest .....	R2 250 000
2.2 Defamation .....	R2 250 000
2.3 Errors & Omissions .....	R2 250 000
2.4 Products Liability .....	R2 250 000
2.5 Defective Workmanship .....	R2 250 000
2.6 Comprehensive insurance of pedal cycles .....	INCLUDED
2.7 Legal Defense Costs .....	R2 250 000
2.8 Professional Liability in respect of Medical Practitioners or other Medical Officials .....	R2 250 000
2.9 Spread of Fire .....	R1 000 000
2.10 Tenants Liability .....	R175 000 000
2.11 Employers Liability .....	R25 000 000

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

3.1 CLAIMS PREPARATION COSTS R 50 000-00

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED**

4. SALARIES AND WAGES R 371 628 564

5. CLAIMS

2021/2022	2022/2023	2023/2024
R 427 449.00	None	R 82 397.15

**GROUP PERSONAL ACCIDENT**

1. INSURED PERSONS

- a. 1 X Mayor
- b. 1 x Speaker
- c. 31 Councillors

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

2. CIRCUMSTANCES	COMPENSATION
a) Death	a. R800 000 b. R700 000 c. R500 000
b) Permanent Disability	Such percentage of (a) as specified for the particular disability
c) Temporary Total Disability	a. R 750 per week for a period not longer than 104 weeks b. R750 per week for a period not longer than 104 weeks c. R750 per week for a period not longer than 104 weeks
d) Medical Expenses	R 20 000
e) Bereavement Costs	R 10 000
f) Repatriation	R 10 000
g) Mobility	R 10 000
h) Relocation	R 10 000

### 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
None	None	None

### STATED BENEFITS

1. INSURED PERSONS	ALL EMPLOYEES (COVER TO BE FOR 24 HOURS WHILST BUSY WITH COUNCIL ACTIVITIES)
2. Total earnings	R 371 628 564
CIRCUMSTANCES	COMPENSATION
a) Death	2 Times annual earnings
b) Permanent Disability	Such % of (a) as specified for the particular disability
c) Temporary Total Disability	100% monthly up to 104 weeks
d) Medical Expenses	R 20 000
e) Additional Death Costs	R 15 000
f) Repatriation	R 10 000
g) Mobility	R 10 000
h) Relocation	R 10 000
i) Maximum limit any one life	R 5 000 000
j) Maximum limit any one event	R 20 000 000

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

3.3 BUSINESS HOURS LIMITATION	Included
3.4 CLAIMS PREPARATION COSTS	R 100 000

7-day Franchise in respect of temporary total disability

**4. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None

**ELECTRONIC EQUIPMENT**

**1. MATERIAL DAMAGE**

**SUM INSURED**

Property Insured (excluding laptops & tablets)	R 26 084 901
LED Screen	R 963 115
Laptops & Tablets	R 3 245 479

**2. CONSEQUENTIAL LOSS**

1) Additional increased cost of working	R 120 000
2) Reconstruction of Data	R 120 000

**3. INDEMNITY PERIOD**

A maximum of 3 months.

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

4.1 INTERNET ACCESS LINE EXTENSION	Included
4.2 UTILITIES EXTENSION (FAILURE OF SUPPLY)	Included
4.3 CLAIMS PREPARATION COSTS	R100 000

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED**

**5. CLAIMS**

2021/2022	2022/2023	2023/2024
None	R 415 879.01	None

**MACHINERY BREAKDOWN**

**DEFINED EVENTS**

Sudden unforeseen and physical damage of loss because of an accident to machinery or equipment as a result of mechanical or electronic breakdown whilst in operation, dormant, whilst moving or during re-installation.

**1. PROPERTY INSURED**

<u>Item Payable</u>	<u>Description of Property</u>	<u>Sum Insured</u>	<u>First Amount</u>
1.	As per schedule	R 102 528 230	Must be included

**2. ADDITIONAL CONTINGENCIES AND COVER**Contingencies

Damage to surrounding property	Not Included
Automatic additions	Not Included

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

3.1 CLAIMS PREPARATION COSTS	R100 000-00
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**4. CLAIMS**

2021/2022	2022/2023	2023/2024
None	None	None

**MOTOR FLEET - OWN DAMAGE****1. DESCRIPTION OF VEHICLES:****1.1. OWN DAMAGE**

DESCRIPTION	ESTIMATED NUMBER OF VEHICLES			LIMIT OF INDEMNITY
I. Private type motor cars, minibuses seating up to 16 persons and	COMP			
II. LDV's	37			
III. Commercial Vehicles	77			
a) Trucks	31			
b) Special Type	12			
c) Tractors	17			
d) Trailers & Caravans	46			
e) Fire Engines	1			
f) Loaders & Forklifts	1			
g) Motor Cycles	1			
iv. High Value Vehicles count	60			
v. Implements move to BAR				
<b>TOTAL</b>	283			

**FIRST AMOUNT PAYABLE – MUST BE INCLUDED**



## 2. ADDITIONAL CONTINGENCIES AND COVER

<u>Contingencies</u>	<u>Limit</u>
2.1 Wreckge Removal	R 10 000
2.2 Fire Extinguishing Costs	R 10 000
2.3 Medical Expenses (per occupant)	R 5 000
2.4 Loss of Keys	R 5 000
2.5 Theft or attempted theft of telephones	(Nil)

## 3. DESCRIPTION OF VEHICLE

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

## 4. CLAIMS

2021/2022	2022/2023	2023/2024
R 793 029.07	R 286 827.68	R 305 520.38

### VEHICLES ABOVE R500 000

ITEM	YEAR MODEL	DESCRIPTION	REGISTRATION	VALUE
1	2019	FORD RANGER ARMORED VEHICLE	CST442NC	531 827.64
2	2018	UD P9218 Croner Truck with 6000L Vacuum Tanker	CSZ166NC	718 755.73
3	2018	Bell BC463 RB Refuse Compactor	TBA	3 556 266.70
4	2019	MAN 4X4 FIRE TRUCK	CVC253NC	3 132 070.55
5	2012	NISSAN G300 COMPACTOR	CFL438NC	548 015.19
6	2021	ISUZU NMR CREW CAB AMT	CXJ491NC	554 842.35
7	2021	ISUZU NMR CREW CAB AMT	CXJ488NC	554 842.35
8	2021	UD CWE 330 QUESTER	JPCZXYOD8MS813709	2 029 890.29
9	2021	UD CWE 330 QUESTER	JPCZXYOD3MS813511	2 029 890.29
10	2021	UD UL42R	JPCYAV0A8MS813621	1 002 480.31
11	2021	UD UL42R	JPCYAV0A4MS813678	1 002 480.31
12	2021	UD CRONER	JPCYAV0A9MS813840	1 033 735.46
13	2021	UD CRONER	JPCYAV0A5MS813835	1 033 735.46
14	2021	UD 6 CUBE CRONER	JPCYx22A6MS814258	950 820.08
15	2021	UD 6 CUBE CRONER	JPCYx22A6MS814318	950 820.08
16	2021	UD LKE 210 Compactor	JPCYAVOAOMS814293	1 471 326.26
17	2019	KOMATSU WA150-5	CSD745NC	1 109 660.36
18	2021	CASE 570 TW4WD BACKHOE LOADER	CXD460NC	1 124 262.16
19	2021	CASE 570 TW4WD BACKHOE LOADER	CXD458NC	1 124 262.16
20	2011	KOMATSO BULLDOZER ENG NO 660569	TBA	875 748.52
21	2022	FRONT END LOADER	CZK 061 NC	1 022 985.17
22	2022	TOYOTA FORTUNER 2.8 GD-6	087 DKM NC	742 762 37
23	2023	NISSAN UD90 PKE250	DCD 655 NC	1 932 018.25
24	2023	NISSAN UD90 PKE250	DCC 471 NC	1 932 018.25
25	2022	UD QUESTER CWE330, VACUUM TENKER, 12000L	DBM158NC	1 744 741.13

**SASRIA COUNCILLORS - DAWID KRUIPER**

	Name & Surname	ID No	Street Address	Erf nr	Huis Waarde
1	Cllr. Solly Abel	870519 5212 085	04 Duiwelskop Street; Rosedale	13156	260 000.00
2	Cllr. Elton Groenewald	880626 5153 082	32 Howley Street; M/ Glory	9844	275 000.00
3	Cllr. Felicity Olifant	800928 0075 089	44 Dahlia Singel; Progress	6264	500 000.00
4	Cllr. Nico Joodt	700512 5231 086	N/A	N/A	N/A
5	Cllr. Godfrey George	840416 5254 083	11 Pinnocio Street; L/Weg	2204	200 000.00
6	Cllr. Teddy Links	840821 5365 088	N/A	N/A	N/A
7	Cllr. Suzan Komazi	650531 0570 082	03 Hill Street; Paballelo	10242	340 000.00
8	Cllr. Philippus Van Der Steen	641019 5097 089	34 Potgieter Street; Die Rand	1185	780 000.00
9	Cllr. Jan Hendrik Opperman	620212 5175 089	25 Bergman Street; Oosterville	5662	1 610 000.00
10	Cllr. Zaida Maasdorp	760402 0227 080	92 Johnny Goeieman Street; Rosedale	15351	470 000.00
11	Cllr. Melissa September	830318 0233 082	57 Druwe Street; Kalksloot	1510	463 000.00
12	Cllr. Adam Visser	770819 5384 087	03 Radys Street; Raaswater	36	206 000.00
13	Cllr. Family Kefu	710712 0560 087	15 Bellona Street; Paballelo	12127	240 000.00
14	Cllr. Franklin Basson	791228 5291 083	Perseel 341; Leerkrans	341	206 000.00
15	Cllr. German Gewers	850502 5220 088	04 Hakkiesboom Street; Rosedale	23123	200 000.00
16	Cllr. Jacobus George	800808 5012 081	204 Agter Street; Askham	204	200 000.00
17	Cllr. Sandra Beukes	730927 0384 082	585 Renoster Street; Rietfontein	585	230 000.00
18	Cllr. Michael Segede	681111 5890 083	792 School Street; Paballelo	11057	250 000.00
19	Cllr. Melanie Dodds	831010 0184 089	44 Madibaweg; Groot Mier	44	206 000.00
20	Cllr. Marychen Andreas	810108 0213 083	08 Waterside Street; Jurgenskamp	25013	200 000.00
21	Cllr. Elize Mnyaka	660204 0533 082	21 Wapadberg Street; Rosedale	7824	500 000.00
22	Cllr. Albie Van Zyl	810924 5267 084	281 Vooruitsig Street; Bellvue	4944	700 000.00
23	Cllr. Jan Assegai	770723 5195 086	39 Daniel Jansen Street; M/ Glory	9718	330 000.00
24	Cllr. Hendrik Paulus Roux	771019 5179 087	68 Wildebees Street; Rand	3666	1 280 000.00
25	Cllr. Sam Sandlana	710315 5855 088	35 Laurance Deholo Street; Paballelo	19032	206 000.00
26	Cllr. William Peterson	700902 5244 082	08 Emerald Street; Rosedale	18465	206 000.00
27	Cllr. Nondayithini Skei	710804 0638 086	09 Junglebook Street; Kalksloot	1972	252 000.00
28	Cllr. Denise Visagie	590518 0126 083	11 Varkoor Singel; Progress	6972	450 000.00
29	Cllr. Jayson Esau	920805 5233 084	22 Tandjiesberg Street; Rosedale	7959	330 000.00
30	Cllr. Magrietha Eiman	681217 0065 082	629 Springbok Street; Rietfontein	629	230 000.00
31	Cllr. Erika Strauss	820701 0181 082	Plot 367; Ses Brugge	349	612 500.00
32	Cllr. Mageret Titus	620917 0259 080	123 Keimoes Road; Progress	12756	600 000.00
33	Cllr. Rudolph Saal	440910 5058 084	15 Hoop Street; Extension	2786	940 000.00

Name & Surname	Model	Registrasie Nr	Waarde
Cllr. Solly Abel	2008 VW Polo Vivo	CMW 108 NC	64 000.00
Cllr. Elton Groenewald	2020 VW Polo TSI	CYD 636 NC	405 000.00
Cllr. Felicity Olifant	2011 Chevrolet Cruze 1.6	CGD 838 NC	60 000.00

Cllr. Godfrey George	2021 Toyota Corolla Quest	CYM 927 NC	320 000.00
Cllr. Suzan Komazi	Nissan QashQai 2.0	CWW 309 NC	160 000.00
Cllr. Philippus Van Der Steen	2011 Mercedes Bens Vito	CAY 1685 NC	200 000.00
Cllr. Jan Hendrik Opperman	2016 VW Toureg	CAY 26 NC	485 000.00
Cllr. Zaida Maasdorp	2022 VW Polo Vivo 1.4	CZC 201 NC	243 600.00
Cllr. Adam Visser	2013 Toyota Auris 1.6	CYL 313 NC	130 000.00
Cllr. Family Kefy	2013 KIA Sportage	CSM 875 NC	206 000.00
Cllr. Franklin Basson	2004 Audi A4 1.8T	BDX 803 NC	52 000.00
Cllr. Jacobus George	2005 BMW 530i Saden	CVV 069 NC	60 000.00
Cllr. Sandra Beukes	2019 Toyota Hilux D/C 4x4	CZH 618 NC	565 000.00
Cllr. Melanie Dodds	2021 Toyota Hilux 2.8	CZB 580 NC	620 000.00
Cllr. Elize Mnyaka	2016 Mahindra 1.2TD KB	CYS 552 NC	130 000.00
Cllr. Albie Van Zyl	Toyota Etos	CLG 638 NC	90 000.00
Cllr. Jan Assegaai	1980 Toyota Lorrie	BKF 376 NC	60 000.00
Cllr. Hendrik Paulus Roux	2010 Mitsubishi ASX	CGY 464 NC	170 000.00
Cllr. Sam Sandlana	2016 Toyota Corolla Quest	CNS 831 NC	180 000.00
Cllr. William Peterson	2014 BMW X3	DBS 026 NC	300 000.00
Cllr. Denise Visagie	2011 Toyota Yaris	DLR 019 L	100 000.00
Cllr. Jayson Esau	2021 Audi Q2	CYJ 983 NC	600 000.00
Cllr. Magrietha Eiman	2023 Foton		340 000.00
Cllr. Erika Strauss	2015 Mercedes Bens B200	CXL 201 NC	280 000.00
Cllr. Mageret Titus	2012 Toyota Fortuner	CVM 769 NC	290 000.00
Cllr. Rudolph Saal	2010 Nissan Navara	CFT 201 NC	200 000.00

**DAWID KRUIPER MUNICIPALITY****SECTION "C"**

To: The Municipal Manager  
Private Bag X6003  
UPINGTON  
8800

Sir

In response to the official notice calling for the supply and delivery of the services listed I/we, the undersigned, carrying on a business under the name of:

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel nr: \_\_\_\_\_

do hereby quote to supply the services in accordance with the General Conditions of Quotation and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our quotation. Quotation prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this Quotation shall remain open for acceptance for a period of **120 (one hundred and twenty) )** days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

**Bid price (all taxes included):** R\_\_\_\_\_

Amount in words:

\_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

Signed by, or on behalf of the bidder, in the presence of the undersigned witnesses.

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

## **DAWID KRUIPER MUNICIPALITY**

### **SECTION “D”**

### **SUMMARY OF ITEMS AND BID PRICES**

All prices quoted must be VAT inclusive

#### **DAWID KRUIPER MUNICIPALITY**

#### **PREMIUM FOR THE PERIOD 2024/2025**

<b>SECTION</b>	<b>Monthly premium</b>	<b>Annual Premium</b>
• Combined		
• Business Interruption (Loss of Income)		
• Office Contents		
• Loss of Revenue		
• Accounts Receivable		
• Business All Risks		
• Goods in Transit		
• Theft		
• Glass		
• Money		
• Fidelity		
• Public Liability		
• Motor Third Party Liability		
• Group Personal Accident		
• Stated Benefits		

• Employers Liability		
• Electronic Equipment		
• Machinery Breakdown		
• Motor		
• SASRIA – General & Motor		
• SASRIA – Councilors – as per attached schedule		
<b>PREMIUM (VAT included)</b>		
<b>Total premium – All charges included</b>		

**NB :** Completion of this page is compulsory and the total must be entered as the bid price in the MBD 1 form below and section C above.

**Signature of Bidder** .....

Witnesses:                   1.....

2.....

**DAWID KRUIPER MUNICIPALITY**

**SECTION “E”**

**FORMS TO BE COMPLETED**

MBD, 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY</b>					
BID NUMBER:	TN015/2024	CLOSING DATE:	21 June 2024	CLOSING TIME:	14H00
DESCRIPTION	<b>SUPPLY AND DELIVERY OF SERVICES REGARDING SHORT TERM INSURANCE : 2024/07/01 – 2025/06/30</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

<b>DAWID KRUIPER MUNICIPALITY</b>					
<b>CIVIC CENTRE</b>					
<b>MUTUAL STREET</b>					
<b>UPINGTON</b>					
<b>8800</b>					
<b>SUPPLIER INFORMATION</b>					
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:	
<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</u>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b><u>TOTAL NUMBER OF ITEMS OFFERED</u></b>			<b><u>TOTAL BID PRICE</u></b>		<b>R</b>
<b><u>SIGNATURE OF BIDDER</u></b>	.....		<b><u>DATE</u></b>		
<b><u>CAPACITY UNDER WHICH THIS BID IS SIGNED</u></b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Management	Chain	CONTACT PERSON	Mitchell Andries	
CONTACT PERSON	Mary Marabi		TELEPHONE NUMBER	067 448 2412	
TELEPHONE NUMBER	054-338-7436		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		



E-MAIL ADDRESS	mary.marabi@dkm.gov.za	mitchell.andries@dkm.gov.za
----------------	------------------------	-----------------------------

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....



MBD 4

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars.
 

.....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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.

**MBD 4**

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

3.9.1 If yes, furnish particulars

.....  
 .....

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

3.10.1 If yes, furnish particulars.

.....  
 .....

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

3.11.1 If yes, furnish particulars

.....  
 .....

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

3.12.1 If yes, furnish particulars.

.....  
 .....

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

3.13.1 If yes, furnish particulars.

.....  
 .....

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

3.14.1 If yes, furnish particulars:

.....  
 .....

**MBD 4**

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**MBD 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.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender



**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

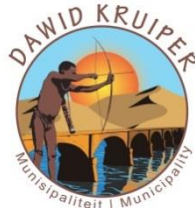
**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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





## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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:		

MBD 8

### 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**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**NOTICE**

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**SUPPLY AND DELIVERY OF SERVICES REGARDING SHORT TERM  
INSURANCE : 2024/07/01 – 2025/06/30**

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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

I certify, on behalf of: \_\_\_\_\_  
that:

(Name of Bidder)

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

<sup>3</sup> 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.

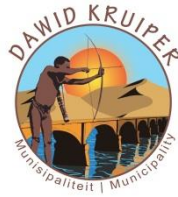
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors 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



## 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 remains 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.

<i>DESCRIPTION OF SERVICE</i>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP
----------------

WITNESSES
1. ....
2. ....



**DAWID KRUIPER MUNICIPALITY****SECTION "F"**

## Annexures

Attach all annexures and documents to this page

1. Tax Clearance certificate
2. CSD registration
3. Certified B-BBEE Certificate or Original Sworn Affidavit or DTI BBEE certificate
4. Municipal account / Valid Lease Agreement / Original Sworn Affidavit if no municipal account, reasons to why municipal account cannot be submitted
5. Proof as per Professional Requirement
6. Proof as per Specific Requirement

3.1 Choose an item.80/20