

MHLM/SCM/27/2023/2024

**REQUEST FOR PROPOSAL FOR THE
APPOINTMENT OF INSURANCE BROKER TO
MANAGE THE SHORT-TERM INSURANCE
COVER OF MUNICIPAL ASSETS FOR A
PERIOD OF THREE (3) YEARS**



INVITATION TO TENDER

Tenders are hereby invited from insurance brokers to manage the short-term insurance cover of the Maquassi Hills Local Municipality for a period of **three (3) Years renewable each year as from 1 August 2024 to 30 July 2027.**

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 terms of reference can be addressed to:

Mrs Rosinah Kgobe

Telephone 018 596 1067/8

Mr Jerry Molutsi

Telephone 018 596 1067/8

Tender documents can be obtained at a non-refundable cost of R2000 per set at SCM Office MHLM OR can be downloadable on the e-tender website for free.

CLOSING TIME: 12:00

CLOSING DATE: 15 July 2024

Fully completed tender documents must be placed in a sealed envelope and placed in the tender box at Finance Foyer at 19 Kruger Street Wolmaransstad 2630

The envelopes must be endorsed clearly with the tender number, title and closing date of the tender as above.

Receipts must be attached to the tender documents as proof of purchase. The tender box will be emptied at 12:00 on the closing date as above, hereafter all bids will be opened in public.

Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

Bidders must tender once only, double bidding is collusion and will not be allowed therefore any company found to have submit more than one bid for this same tender using different names or Joint Ventures (JV) with another company/ies will ALL immediately be disqualified.

All Joint Ventures are required (a must) to submit equal returnable for compliance, meaning that if Two (2) companies submit as JV then two (2) FSB Licences, SARS TCC/Pin and others for each company must be submitted failure to submit bid will be disqualified.

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.

It is expected of all Bidders who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

Mrs N.J. Mbonani
MUNICIPAL MANAGER

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</i>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
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*

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		

CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/Not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:

- At:

- Brand and model

- Country of origin

-Does the offer comply with the specification(s)? *YES/NO

-If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V) P_t \left(\frac{R_{1t}}{R_{1o}} + D_2 \frac{R_{2t}}{R_{2o}} + D_3 \frac{R_{3t}}{R_{3o}} + D_4 \frac{R_{4t}}{R_{4o}} \right) + VP_t$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVEMENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT OF FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....

Bid Number:

Closing Time:

Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....

***"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

*Delete if not applicable

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 90 (ninety) days after the tender closure date.

1.2.4 Cost of Tender Documents

Payment must be made at the cashier at Wolmaransstad and these costs are non-refundable.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited 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.

1.2.6 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. 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 or PIN

- (a) A valid original Tax Clearance Certificate **or SARS PIN with CSD copy** must accompany the bid documents. The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.
- (b) In the case of a Consortium/Joint Venture every member or company must submit a separate Tax Clearance Certificates or SARS PIN and any other required certificates with the bid documents.
- (c) If a bid is not supported by a valid original Tax Clearance Certificate or SARS PIN, the bid will be disqualified.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board for each company (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's 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 certified 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

1.2.9 Authorised Signatory

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

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.

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 the Finance Foyer by not later than **12:00 on Monday 15 July 2024.**

- (b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Maquassi Hills 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 notice of the Maquassi Hills Local Municipality, it should do so in writing to the Maquassi Hills Local Municipality. Any effort by the firm to influence the 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 bid will be read out aloud.

- (b) Details of tenders received in time will be recorded in a register which is open to public for 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 2011 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. The signing of contract 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 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr Jerry Molutsi at 018 596 1067/8

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, and 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 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 fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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, 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 judgement 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 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.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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.

SPECIAL CONDITIONS OF CONTRACT

1.4.1 Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.

1.4.2 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.

1.4.3. All premiums must be VAT inclusive.

1.4.4 Brokers fees and any other administrative fees that will be payable, must be shown separately from the insurance premiums.

1.4.5 Reports must be provided to the Municipality on a monthly basis in respect of all claims measured against the total premiums paid

1.4.6 The contract will be [for three years with renewable each year up to a maximum of three years](#).

1.4.7 Bidders must obtain a minimum of two quotations on each of the policies included in this document from the different companies offering insurance to Local Authorities, and must give clear motivation on the quotes recommended and reasons where the cheapest quotes were not recommended in full or for a certain policy type.

1.4.8 All the quotations obtained as per paragraph 1.4.7 must be retained and be available for reference and inspection by officials of the Municipality if necessary. A summary of quotations must be included in the tender document and failure to do so may lead to disqualification.

1.4.9 If the Municipality decides to extend the contract for more than one year, the insurance broker must on date of renewal, follow the same procedures as stated in 1.4.7 and 1.4.8 above.

1.4.10 After the tender is awarded to an Insurance Broker, such broker will be responsible to handle all aspects of the claims as the Municipality will not communicate directly to any legal advisors of the Broker, outside bodies or the Insurance Company where the insurance is placed.

1.4.11 Any claim that is rejected by the insurance company must be supported by a motivation by the Broker based on legal grounds. The Municipality reserves the right to reconsider any opinion received, to refer it back to the broker for another opinion or recommendation. The Municipality will under no circumstances communicate directly with the Insurers regarding any aspects of a claim.

1.4.12 the bidder must be registered as an authorised financial service provider, and must also confirm the name of the service consultant and whether he/she complies with the Financial Advisory and Intermediary Services Act (Act 37 of 2002). A certified copy of the Certificate must be attached to the tender submission.

1.4.13 The bidder must submit Regulation Examination (RE) Certificates for all key staff member who will handle this insurance service.

1.4.14 the bidder must provide the Municipality with certified FSCA Licence copy. More than one copy for all companies in a Joint Ventures.

1.4.15 The bidder must submit a comprehensive profile, including a detailed exposition of experience/ability in respect of insurance for local authorities and a list of client municipalities, and state whether or not it has a specialist section for municipal insurance management. The services provided must be stated clearly.

1.4.16 the tender must indicate the compensation limit in respect of the Broker's professional accountability.

1.4.17 Full particulars must be provided regarding the services that will be delivered to the Municipality of Maquassi Hills Local Municipality

Full details must be provided of personnel (number, position, experience, and etcetera) that will be available to service the Municipality's account.

1.4.18 The escalation per annum must be specified for the purpose of extending the contract in terms of paragraph 1.4.6 above.

TERMS OF REFERENCE

2.1.1 Objectives

The Municipality invites suitably experienced insurance brokers to tender for managing the short-term insurance portfolio of the Maquassi Hills Local Municipality.

2.1.2 Scope of Work

Tender will be for a period of three years, from 1 August 2024 to 30 July 2025 with the option by the Municipality to extend the contract on an annual basis based on performance up to a maximum period of three (3) years.

The main functionality areas, on which the tender will be evaluated, are:

- Profile.
- Ability to handle and settle claims.
- Legal support.
- Risk assessment processes.
- Liquidity of insurer.

2.1.3 Evaluation

Tenders will be evaluated in terms of the under mentioned. Bidders that do not score the minimum of 45 points or more for the functionality criteria will be deemed not responsive and only those bidders who score 45 or more out of 60 points will be evaluated further on the 80/20 preference points system.

2.1.3.1 Functionality criteria:

CRITERIA	MS (Maximum possible score)	(Total Score of proposal)
Profile must at least include: - A detailed exposition of relevant experience and certified copy of company registration with Date when first registered with CIPC: • 0 - Year (0) • 1 - 3 years (2) • 4 - 9 years (5) • 10 - and above (10) - Copy of appointment letter/s as references of similar insurance services supplied at local authorities which are clients of the bidder • 0 - letter (0) • 1 - 5 letters (2) • 5 - 8 letters (5) • 9 - and above letters (10)	20	
Ability of the bidder's infrastructure to handle and settle claims e.g. computers systems, personnel, network office etc.	10	
Liquidity of insurer and underwriting claim settlements capabilities: • Underwriter's Liquidity (10)	10	
Location • Within MHLM and Dr KKDM (20) • Within the North West Province (5) • Outside the Province (1)	20	
TOTAL SCORE	60	

The bidder must supply full details on all the above criteria.

2.1.5 The price schedules and conditions form the basis of insurance cover to be provided to this Municipality and must clearly state the exact premiums and/or other payments applicable to the Municipality. It may not be quoted in any other way than on the enclosed schedules. Any deviations from these schedules must be specified clearly in a separate schedule which only shows the deviations. Bids not meeting the aforementioned requirements will be considered non-responsive and disqualified.

2.1.6 It must be highlighted that the Municipality can, after awarding the tender to the successful bidder, amend the insured amounts with any further information obtained before the start of our next new financial year.

PRICING SCHEDULE

Municipality	MAQUASSI HILLS LOCAL MUNICIPALITY
Contract	3 YEARS SHORT TERM INSURANCE
Period of Insurance	01 AUG.2024-25, 01 AUG.2025-26 AND 01 AUG.2026-27

SECTION	2023	2024	RATE	GROSS PREMIUM
	SUM INSURED	SUM INSURED		
Combined				
- Standard Constructed Buildings (Main Building)	R196 985 000	R210 773 950	R	-
- Property in the open	R200 000	R200 000	R	-
Boundary walls ,gates,posts and fence	R0	R0	R	-
Substations,mini substations,transformers etc (Specific)	R0	R0	R	-
Reservoirs and water Towers	R0	R0	R	-
Underground walls,gates and fences	R0	R0	R	-
Contents:General Contents	R1 000 000	R1 070 000	R	-
- Non Standard - Thatch	R0	R0	R	-
- Non Standard - Thatch (Contents)	R0	R0	R	-
- Private dwellings, residential units hostels, Flats	R2 525 773	R2 702 577	R	-
- Private dwellings, residential units & etc - (Contents)	R0	R0	R	-

- Malicious Damage	R	50 000	R	50 000		R	-
- Debris Removal	R	-	R	-		R	-
- Motor Vehicles whilst parked at Insured	Yes		Yes				
- Sum insured	R	1 000 000	R	1 000 000			
- Riot and Strike (other than RSA and Namibia)	No		No				
- Leakage of oils, chemicals or other fluids	R	100 000	R	100 000			
- Theft of immovable property	R	100 000	R	100 000			
- Malicious Damage	R	100 000	R	100 000			
- Wash basins and Sanitary Ware	Yes		Yes				
- Thatch structures unless specifically insured	R 100 000 Max Annual Li		nR 100 000 Max Annual Limit				

- Reasonable Precautions	R	-	R	-		
- Claims Preparation Costs	R	100 000	R	100 000		
TOTAL BUILDING COMBINED	R	202 160 773	R	216 196 527		R -

Extensions

Business Interruption

Indemnity period : 12 months

- Income	R	1 530 650	R	2 000 000		R -
- Gross rentals	R	-	R	-		R -
- Increase in Cost of Working	R	200 000	R	500 000		R -
- Additional Increase in Cost of Working	R	200 000	R	500 000		R -

Extensions

- Specified suppliers / sub-contractors	No	No		R	-
- Sum insured	R	R		R	-
- Unspecified suppliers / sub-contractors	No	No		R	-
- Sum insured	R	R		R	-
- Specified Customers	No	No		R	-
- Sum insured	R	R		R	-
- Public Utilities	Yes	Yes		R	-
- Sum insured	R	R		R	-
- Fines and Penalties	R	R		R	-
- Claims Preparation Costs	R	R		R	-
TOTAL BUSINESS INTERRUPTION	R	R		R	-

Office Contents

- Contents insured property		R798 600	R854 502		R -
- Theft (forcible & violent entry or exit)		R0	R0		R -
- Loss of Rent (up to 25% of sum insured)		R0	R0		R -
- Loss of Documents		R100 000	R100 000		R -
- Legal Liability (Documents)		R100 000	R100 000		R -
- Increase in Cost of Working		R0	R0		R -

Extensions

- Subsidence and Landslip	Yes	Yes		R	-
- Sum insured	R 25 000	R 50 000		R	-
- Riot and Strike (other than RSA and Namibia)	No	No		R	-
- Leakage of Oils, Chemicals or other fluids	No	No		R	-
- Locks and Keys	R 5 000	R 5 000		R	-
- Malicious Damage	R 10 000	R 10 000		R	-
- Reasonable precautions	R 10 000	R 10 000		R	-
- Claims Preparation Costs	R 100 000	R 100 000		R	-
TOTAL OFFICE CONTENTS	R 1 148 600	R 1 229 502		R	-

Accounts Receivable

- Outstanding Debit Balances	R 4 040 916	R4 323 780		R	-
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Extensions

- Duplicate Records	No	No		R	-
- Protections	No	No		R	-
- Riot and Strike (other than RSA and Namibia)	No	No		R	-
- Claims Preparation Costs	R 100 000	R 100 000		R	-
TOTAL ACCOUNTS RECEIVABLE	R 4 140 916	R 4 423 780		R	-

Business All Risks

- All other specified items (excluding Cellphones & Laptops)	R559 020	R559 020		R	-
- Laptops	R66 550	R66 550		R	-
- Tablets / Ipads	R0	R0		R	-
- Cellphones	R66 550	R66 550		R	-

Extensions

- Increase in Cost of Working	Yes	Yes		R	-
- Sum insured	R 10 000	R 10 000		R	-
- Riot and Strike (other than RSA and Namibia)	No	No		R	-
- Locks and Keys	R 7 500	R 7 500		R	-
- Claims Preparation Costs	R 100 000	R 100 000		R	-

TOTAL BUSINESS ALL RISKS	R	809 620	R	809 620		R	-
Theft							
- First Loss Limit	R	100 000	R	100 000		R	-
Extensions							
- Goods in the open (within securely fenced off area and subject to forcible and violent entry or exit from such area)	R	10 000	R	10 000		R	-
- Malicious Damage to Buildings	R	10 000	R	10 000		R	-
- Reasonable Precautions	R	10 000	R	10 000		R	-
- Locks and Keys	R	5 000	R	5 000		R	-
- Claims Preparation Costs	R	100 000	R	100 000		R	-
TOTAL THEFT	R	235 000	R	235 000		R	-
Glass							
- All fixed internal & external glass at the premises	R	100 000	R	100 000		R	-
Extensions							
- Riot and Strike (other than RSA and Namibia)	No		No			R	-
- Claims Preparation Costs	R	100 000	R	100 000		R	-
TOTAL GLASS	R	200 000	R	200 000		R	-
Money							
- Possession of Councillors/Employees away from insured premises on a business trip	R	-	R	-		R	-
- On the premises outside business hours in locked safe	R	-	R	-		R	-
- Loss of or damage to crossed cheques, money or postal	R	-	R	-		R	-
- Major limit	R	500 000	R	500 000		R	-
- Seasonal	R	-	R	-		R	-
- Receptacles as a result of theft of money or attempt	R	25 000	R	25 000		R	-

Extensions				
- Locks and keys	R	-	R	-
- Reasonable precautions	R	-	R	-
- Credit cards	R	-	R	-
- Personal Accident (Assault)	R	-	R	-
Capital Sum	R	-	R	-
Weekly Amount	R	-	R	-
Medical Expenses	R	-	R	-
- Riot and Strike (other than RSA and Namibia)	No		No	R -
- Electronic Vending machines	Yes		Yes	R -
- Claims Preparation Costs	R	100 000	R	100 000
TOTAL MONEY	R	625 000	R	625 000
Fidelity Guarantee				
- Limit any one period	R	1 000 000	R	1 000 000
Extensions				
- Retroactive Cover	01.07.2019		01.07.2022	R -
- Superseded Policy	No		No	R -
- Reinstatement Amount	No		No	R -
- Cost of Recovery	R	10 000	R	10 000
- Claims Preparation Costs	R	100 000	R	100 000
TOTAL FIDELITY GUARANTEE	R	1 110 000	R	1 110 000
Accidental Damage				
	COVER NOT REQUEST COVER NOT REQUEST			
- Total value of property	R	-	R	-
- Limit of indemnity	R	-	R	-
Extensions				
- First Loss Average	No		No	R -
- Excluded property (in addition to property excluded in policy)	No		No	R -
- Claims Preparation Costs	R	100 000	R	100 000
TOTAL ACCIDENTAL DAMAGE	R	100 000	R	100 000

Goods in Transit	COVER NOT REQUEST		COVER NOT REQUEST	
- Load Limit	R	-	R	-
Extensions				
- Removal of Debris	R	-	R	-
- Fire, Explosion, Collision and overturning	R	-	R	-
- Fire Extinguishing Expense	R	-	R	-
- Claims Preparation Costs	R	-	R	-
TOTAL GOODS IN TRANSIT	R	-	R	-
Group Personal Accident - 24 Hours				
- Councillors Full Time 26		21	21	R -
- Councillors Part Time Sitting 21		0	0	R -
- Temporary staff (EPWP) 104		0	0	R -
- Death (A & B)	R	100 000	R	100 000
- Permanent Disability	% of Death benefit as specified for particular disability			R -
- Temporary Total Disablement	R1000 per week max 104 weeks			R -
- Medical expenses	R	10 000	R	10 000
- Additional death benefit	R	10 000	R	10 000
- Relocation	R	10 000	R	10 000
- Repatriation	R	10 000	R	10 000
- Mobility	R	10 000	R	10 000
Extensions				
- War Risks	No		No	R -
- Claims Preparation Costs	R	100 000	R	100 000
- Maximum Limit Any One Life	R 2 000 000.00		R 2 000 000.00	
- Maximum Limit Any One event (Accumulation Limit)	R 10 000 000.00		R 10 000 000.00	
TOTAL GROUP PERSONAL ACCIDENT				R -
Stated Benefits				

- 24 hours (All Employees)	R	8 954 303	R	8 954 303		R	-
- Business Hours Limitation	R	-	R	-		R	-
- Business Hours Limitation plus Commuting Limitation	R	-	R	-		R	-

Benefits

Benefits

- Death	2 x Annual earnings		2 x Annual earnings		R	-	
- Permanent Disability	% of Death benefit as specified for particular disability				R	-	
- Temporary Total Disablement	100% of average weekly earnings max 104 weeks				R	-	
- Medical Expenses	R	20 000	R	20 000		R	-
- Additional death benefits	R	10 000	R	10 000		R	-
- Relocation	R	10 000	R	10 000		R	-
- Repatriation	R	10 000	R	10 000		R	-
- Mobility	R	10 000	R	10 000		R	-

Extensions

- War Risks	No	No		R	-		
- Claims Preparation Costs	R	100 000	R	100 000		R	-
- Maximum Limit Any One Life	R	2 000 000.00	R	2 000 000.00		R	-
- Maximum Limit Any One event (Accumulation Limit)	R	10 000 000.00	R	10 000 000.00		R	-
TOTAL STATED BENEFITS						R	-

Electronic Equipment

- Specified Equipment	R	3 727 376	R	3 727 376		R	-
- Software & Licence	R	30 000	R	30 000		R	-
- Tablets / Ipads	R	-	R	-		R	-
- Laptops	R	-	R	-		R	-
- Escalation	R	-	R	-			

Extensions

- Prevention of Access	Yes	Yes		R	-	
- Increase in Cost of Working	R	50 000	R	50 000	R	-
- Reconstruction of Data	R	50 000	R	50 000	R	-
- Incompatibility	Yes	Yes		R	-	

- Telkom access line	Yes	Yes		R	-
- Utilities (Failure of supply)	No	No		R	-
- Riot and Strike (other than RSA and Namibia)	No	No		R	-
- Claims Preparation Costs	R	100 000	R	100 000	-
TOTAL ELECTRONIC EQUIPMENT	R	3 957 376	R	3 957 376	-
Machinery Breakdown					
- Specified Equipment - Limit	R	1 357 620,00	R	1 357 620,00	-
- Damage to Surrounding Properties	R	1 331 000,00	R	1 331 000,00	-
- Automatic Additions @ 25 % of Base S / I	R	339 405	R	339 405	-
- Expediting Costs	R	-	R	-	
Extensions					
- Stock Spoilage	R		R		
- Damage to Surrounding Property	R	-	R	-	
- Automatic Additions	R	-	R	-	
- Claims Preparation Costs	R	100 000	R	100 000	
TOTAL MACHINERY BREAKDOWN	R	3 128 025	R	3 128 025	-
Machinery Breakdown Interruption	COVER NOT REQUESTED COVER NOT REQUESTED				
- Gross revenue					
- (a) Income	R	-	R	-	-
- (b)	R	-	R	-	-
- Increase in Cost of Working	R	-	R	-	-
- Additiona Increase in Cost of Working	R	-	R	-	-
Extensions					
- Claims Preparation Costs	R	100 000	R	100 000	-
TOTAL MACHINERY BREAKDOWN INTER.	R	100 000	R	100 000	-
Motorfleet Own Damage - value up to R500 000 – Comprehensive					

- Private type motor cars and Minibuses seating up to 16 persons	8	8		R	-
- Commercial vehicles					
LDVS	6	6		R	-
Trucks	15	15		R	-
Fire Engines	2	2		R	-
Ambulances	0	0		R	-
Tractors	28	28		R	-
Emergency Vehicles/Buses	0	0		R	-
Motor Cycles	0	0		R	-
Trailers	28	28		R	-
Special type vehicles (roadmarking & construction vehicles, machinery, refuse removal, waste compactors etc)	0	0		R	-
High value vehicles (First R 500 000.00)	0	0		R	-
- Fire and Theft	11	11		R	-

Extensions

				R	-
- Wreckage removal	R	10 000	R	10 000	R -
- Fire extinguishing expenses	R	5 000	R	5 000	R -
- Medical expenses (per occupant)	R	5 000	R	5 000	R -
- Loss of keys	R	25 000	R	25 000	R -
- Conveyance of explosives	No		No		R -
- Theft or attempted theft of radios/sound equipment	R	10 000	R	10 000	R -
- Theft or attempted theft of telephones (excluding cellphones)	R	10 000	R	10 000	R -
- Claims preparation costs	R 100 000		R 100 000		R -
TOTAL MOTOR OWN DAMAGE		98		98	R -
TOTAL ASSETS PREMIUM					

LIABILITIES					
Public Liability					
- Retroactive Date	01.07.2019		01.07.2022		
- Policy Limit	R	25 000 000	R	25 000 000	R -
TOTAL Public Liability	R	25 000 000	R	25 000 000	R -
Sub-limits					
- Wrongful Arrest and defamation	R	2 250 000	R	2 250 000	R -
- Errors & omissions	R	2 250 000	R	2 250 000	R -
- Products liability and defective workmanship	R	2 250 000	R	2 250 000	R -
- Pedal Cycles	Market value		Market value		R -
- Legal Defense costs	R	2 250 000	R	2 250 000	R -
- Professional Liability in respect of Medical Practitioners or other Medical officials	R	2 250 000	R	2 250 000	R -
- Spread of fire	R	1 000 000	R	1 000 000	R -
- Municipal Police liability	R	2 250 000	R	2 250 000	R -
- Sub-limit use of firearms	R	250 000	R	250 000	R -
- Sub-limit wrongful arrest & defamation	R	1 000 000	R	1 000 000	R -
Employers Liability					
- Limit	R	10 000 000	R	10 000 000	R -
TOTAL Employers Liability	R	10 000 000	R	10 000 000	R -
Motor Third party Liability					
- Limit	R	2 000 000	R	2 000 000	
- Number of vehicles		98		98	R -
TOTAL Motor Third Party Liability	R	2 000 000	R	2 000 000	R -
TOTAL LIABILITY PREMIUM					R -
GRAND TOTAL					R -
MOTOR OWN DAMAGE OVER R 500 000.00 MOTOR XOL	(Please complete High valued sheet which will automatically pull through the XOL				
TOTAL SUM INSURED IN EXCESS OF R 500 000.00	R	9 023 017	R	9 023 017	R -
GRAND TOTAL				BID PRICE / PREMIUM =	R -

NB. Insurance premium for year two and three are determined among others by claims ratio, market/inflation and assets valu

7. Bid documents available at a non-refundable amount of **R 2 000-00** per bid document at SCM Office MHLM and are also available on the e-tender website for free and can be downloaded and submitted free of charge at MHLM.
8. Bid documents must be in a sealed packaging clearly marked: **"MHLM/SCM/27/2023/24 – Request for Proposal for the Appointment of Insurance Broker to Manage the Short – Term Insurance Cover of Municipal Assets for a period of 36 months"** and must be placed in the bid box in the foyer of the Municipal Finance offices, 19 Kruger Street, Wolmaransstad, MAQUASSI HILLS not later than **15th July 2024 @ 12H00**, where after the bids will be opened in public at the Municipal offices.
9. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), Functionality 45 out of a minimum of 60 points and 80/20 Preference Point System (price = 80 & Specific Goals = 20)**
10. Please note that no bid documents sent through to couriers will be signed for by Maquassi Hills Local Municipality.
11. Please note that no bid documents sent by electronic mail or post will be accepted by Maquassi Hills Local Municipality.
12. Maquassi Hills Local Municipality will not be responsible for bids submitted late.
13. Bids will remain valid for 90 (Ninety) days. Validity period will only be extended once as prescribed in the Maquassi Hills Local Municipality Supply Chain Management Policy
14. All bids will be adjudicated based on the prescribed criterion as stipulated in this document.
15. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
16. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
17. Any objection or complaint must reach the Municipal Manager within a 14-day period after award has been made. Late objections or complaints will not be entertained.
18. All bids must be submitted on the official forms provided.

Municipal Manager

Mrs Nokuthula Mbonani

DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE



NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)



Bidders must be registered on CSD and provide their registration number on the tender/ quotation document.



Bidders **must** submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a **USB** containing the scanned bidding documentation)

COMPLETION OF THE DOCUMENT

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED



The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.

- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed.

In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.



- **MBD 1** must be fully and correctly completed.
- **PRICING SCHEDULE** must be fully completed and signed.
- **MBD 4** -only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, **your answer will be**

where the pen ink is reflecting.

In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.



- **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**

 ***In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*** (complete if applicable)

- **MBD 6.1** – must be fully and correctly completed.
- **MBD 8** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
- **MBD 9** - must be fully and correctly completed.
- **SECTION 38** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully and correctly completed.

 Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached!

- **SIGNATORY AUTHORISATION** – must be fully and correctly completed.

THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip with the unique tender reference number to be attached on the tender document, in case of purchase from MHLM, however Tender Document can be downloaded for free on Etender Portal.
- ✓ Company Registration (CIPC)
- ✓ Certified ID Copies of Directors
- ✓ Tax Clearance Certificate
- ✓ Registration with relevant body

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION AND AFFIDAVITS WHERE APPLICABLE, BIDDERS ARE REQUIRED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s with all critical contractual obligations or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or

- ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!

THE COMPANY ADDRESS WRITTEN ON THE TENDER DOCUMENT, AND STATEMENT SUBMITTED MUST BE THE SAME AS THE ONE REFLECTING ON THE CSD REPORT

- ✓ **FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ **FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ Required CIDB Grading Certificate where applicable.
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed.
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Maquassi Hills Local Municipality.
- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified.

- ✓ Sworn Affidavits will be accepted only if its originals submitted.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed packaging that has the bid number and bid description on the outside. Both the bid number and the bid description must be on the packaging for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the packaging, the bid will not be accepted.
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ .

Submissions made after or during the tender opening will not be considered late and will not be accepted.

ADDITIONAL TENDERING CONDITIONS

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. Bidders must be registered on CSD.
4. Only black pen ink must be used for completing the tender document.
5. Documents must not be completed electronically.
6. Electronic signatures are not allowed.
7. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
8. Bidders must submit both a hard copy document and an electronic tender document in the form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with scanned bid documentation)
9. Maquassi Hills Local Municipality will not accept documents which are not in envelopes and clearly marked with the bid number and description.

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

10. Been convicted of fraud or corruption during the past five years.
11. Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months
12. 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.
13. Failed, during the last five years, to perform satisfactorily on a previous contract with the Maquassi Hills Local Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory.

NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION

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

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

- 1 Are you by law required to prepare annual financial statements for auditing? ☐ *YES ☐ NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ☐ *YES ☐ NO
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.

- 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
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ☐ *YES ☐ NO
- 4.1 If yes, furnish particulars

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

..... **2024**
Date

1.1 CERTIFICATE OF AUTHORITY OF SIGNATORY

A letter to authorize a specific person to sign all documents in connection with the tender and contract for Tender Number **MHLM/SCM/27/2023/24 – Request for Proposal for the Appointment of Insurance Broker to Manage the Short – Term Insurance Cover of Municipal Assets for a period of 36 months**

In the case of a

- i) Company, the letter must be signed by the chairperson of the Board of Directors
- ii) Close corporation by all of the key members upon whom rests the direction of affairs of the close corporation as a whole (including a single member owned company)
- iii) Partnership, by all of the key members upon whom rests the direction of affairs of the partnership as a whole
- iv) Joint venture by the legally authorized signatories of all the partners in the joint venture
- v) Sole proprietor, by the sole owner

NB! If the authority to sign is not attached to the tender document at submission, the tender will be considered as non-responsive and will be rejected by the employer.

1.2 Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number: N/A

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the 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:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

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

Section 7: 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:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ 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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise Name

1.3 DECLARATION OF INTEREST

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1. Full Name:
- 3.2. Identity Number:
- 3.3. Company Registration Number:
- 3.4. Tax Reference Number:
- 3.5. VAT Registration Number:
- 3.6. Are you presently in the service of the state

YES / NO

If so, furnish particulars.

.....
.....

- 3.7. Have you been in the service of the state for the past twelve months?

YES / NO

If so, furnish particulars.

.....
.....

- 3.8. 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

If so, furnish particulars.

.....
.....

3.9. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES/NO

If so, furnish particulars.

.....
.....

3.11 Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

If so, furnish particulars.

.....
.....

CERTIFICATION

I, the undersigned (name)

Certify that the information furnished on this declaration form is correct.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

1.5 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

1.6 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 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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

1.7 Certificate of Independent Bid Determination (MBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I the undersigned, in submitting the accompanying bid:

TENDER 03/2015 TRAINING IN MUNICIPAL FINANCE MANAGEMENT NQF LEVEL 6 in response to the invitation for the bid made by **MAQUASSI HILLS LOCAL 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 Bidding Company)

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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as
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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;

- 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
- 7.6. 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.
- 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
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

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	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

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:

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

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 (80/20 system) (To be completed by the organ of state)	Means of Verification
• Women	05	Identification Document
• Locality (within Maquassi Hills Local Municipal)	05	Statement of Municipal Rates and Taxes of not more than Three Months
• People with disability	05	Medical report confirming disability
• Youth (18 – 35 years of age)	05	Identification document

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:

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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

3.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

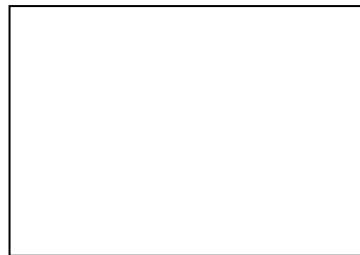
4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

3.

4.

DATE

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)

7. 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.

8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)

9. 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.

10. 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.

11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. 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)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

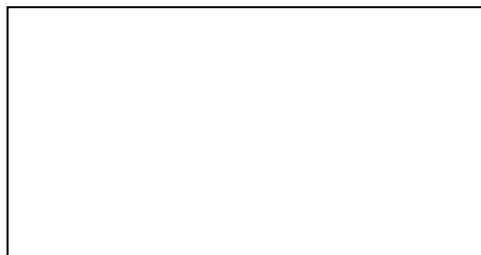
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large, empty rectangular box intended for an official stamp or seal.

WITNESSES

1

2

DATE:

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS¹

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

14. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)

15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

16. 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.

¹ "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. 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 - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

7. I..... in my capacity
as.....
accept your bid under reference numberdated.....for
the leasing of property/ purchase of goods/services indicated hereunder and/or further
specified in the annexure(s).
8. I undertake to make the leased property/ goods/services available in accordance with
the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large, empty rectangular box with a black border, intended for an official stamp.

WITNESSES

1.

2.

DATE

AGREEMENT AND CONTRACT DATA

PART 1
FORM OF OFFER AND ACCEPTANCE

OFFER

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

MHLM/SCM/27/2023/24 – Request for Proposal for the Appointment of Insurance Broker to Manage the Short – Term Insurance Cover of Municipal Assets for a period of 36 months

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

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

THE OFFERED TOTAL OF THE PRICES **EXCLUSIVE OF VALUE ADDED TAX** IS (IF NOT REGISTERED FOR VAT)

.....Rand (in words);

R(in figures)

OR

THE OFFERED TOTAL OF THE PRICES **INCLUSIVE OF VALUE ADDED TAX** IS (IF

REGISTERED FOR VAT). **VAT NUMBER:**

.....Rand (in words);

R(in figures)

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

Signature

Name

Capacity

for the tenderer:

(Name and address of organization)

.....

.....

Witness:

Signature

Name

Date:

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

And drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations to the tenderer. Unless the tenderer (now consultant)) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name Mrs Nokuthula Mbonani

Capacity MUNICIPAL MANAGER

Employer MAQUASSI HILLS LOCAL MUNICIPALITY

Private Bag X 3

WOLMARANSSTAD

2630

Witness:

Signature

Name

Date:

SCHEDULE OF DEVIATIONS

1. Subject _____

Details

2. Subject _____

Details

3. Subject _____

Details

4. Subject _____

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed

signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Employer:

Signature

Name Mrs Nokuthula Mbonani

Capacity Municipal Manager

For the Tenderer:

Signature

Name

Capacity

C1.2 CONTRACT DATA

Conditions of Contract

The General Conditions of Contract for Construction Works (2004), published by the South African Institute of Civil Engineering, is applicable to this contract.

Contract Specific Data

The following contract specific data are applicable to this contract. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Part 1: Data provided by the Employer

Clause	
1.1.14	The name of the Employer is the Maquassi Hills Local Municipality NW404
1.1.15	The Authorised and Designated representative of the Employer is: Name: Mrs Nokuthula Mbonani
1.2.2	The Employer's address for receipt of communications is: Physical address: Municipal Building 19 Kruger street Wolmaransstad Postal address: Private Bag X 3 Wolmaransstad 2630 Telephone: (018) 596 1067 Fax: (018) 596 1555 E-mail: jerrym@maquassihills.org
1.6 & 38	The non-working days are Sundays and public holidays

Part 2: Data provided by the Contractor

Clause	
1.8	The legal name of the Contractor / Supplier is
1.2.2	The Contractor/ Supplier address is: Physical address: Postal address: Telephone: Fax: E-mail:

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

CLOSING DATE: MONDAY 15 JULY 2024 CLOSING TIME: 12:00

DESCRIPTION: TENDER FOR MANAGEMENT OF SHORT-TERM INSURANCE PORTFOLIO

Bid documents, placed in a sealed envelope and clearly marked with the bid number may be Deposited in the tender box situated at the finance foyer, 19 Kruger Street Wolmaransstad

Please note:

- **Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**
- All bids must be submitted on the official forms. Forms may not be retyped.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract included in this tender document.
- The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING NOT BEING ACCEPTED.

.....
NAME OF BIDDER:

.....
..

POSTAL ADDRESS:

.....
.

.....

STREET ADDRESS:

.....
.....

.....

TELEPHONE: AREA CODE:NUMBER.....

FACSIMILE: AREA CODE:NUMBER.....

E-MAIL ADDRESS (IF AVAILABLE):.....

NAME OF CONTACT PERSON:

.....

CELL PHONE NUMBER OF CONTACT PERSON:

.....

Has a valid original tax clearance certificate been submitted

YES / NO

Income Tax Number
Name of taxpayer
Identity number of taxpayer (if applicable)
Employer's PAYE registration number (if applicable)

Company or CC Registration No **YES / NO / NOT APPLICABLE**

Are you the accredited representative in South Africa for the goods / services offered by you? **YES / NO / NOT APPLICABLE**

BANK DETAILS (IF APPLICABLE):

BANK NAME:
BRANCH: BRANCH CODE:
ACCOUNT HOLDER:
ACCOUNT NUMBER:
ACCOUNT TYPE:

OFFICAL STAMP FROM BANK



AUTHORISED BANK OFFICIAL
AUTHORISED SIGNATURE:
NAME:
CAPACITY:
DATE: