FEZILE DABI
DISTRICT MUNICIPALITY

BID NO: SCM/BID: 009/2023-24
NOTICE NO: 051/2023-24

REQUEST FOR PROPOSAL FROM INSURANCE BROKERS FOR THE SHORT TERM INSURANCE OF FEZILE DABI DISTRICT MUNICIPALITY.

CLOSING DATE 10 JUNE 2024 @ 12:00PM

PREPARED FOR/BY: FEZILE DABI DISTRICT MUNICIPALITY P.O.BOX 10 SASOLBURG 1947 TEL: (016) 970 8600 FAX: (016) 970 8762 ENQUIRIES: SCM UNIT (016) 970 8600 OR 063 560 9040	

BIDDER: _____

BID AMOUNT (VAT INCL.): _____

Fezile Dabi
District Municipality

REQUEST FOR PROPOSALS/WRITTEN QUOTATIONS

Fezile Dabi District Municipality hereby invites services providers to submit proposal/bids for the below mention project.

Bid Number	Bid Description	Points System	Functionality	Document Price	Closing date	Contact Person
009/2023-24	**Advert:** Request for proposal from Insurance Brokers for the Short Term Insurance of Fezile Dabi District Municipality.	80/20 Preferential points system and functionality	**Part A:** Company Profile & Experience ***20 points.*** **Part B:** Experience/Track record reference letters ***30 points.*** **Part C:** Capacity to deliver/Team ***20 points.*** **Part D:** Methodology ***10 points.*** **NB: Companies should obtain at least 75% for further evaluated.**	R250.00 (Cash or direct deposit with a proof of deposit).	**Monday, 10 June 2024** at 12:00pm Fezile Dabi District Municipality Main Building Sasolburg	SCM Unit (016) 970 8600/Ms. T Letsoenyo 063 560 9040

Requirements: - Valid company tax clearance certificate be attached. Certified ID copy. - Certified copy of the company registration certificate. – Copy of CSD registration report. – Municipal rates and taxes statement or your landlord stamp or lease agreement with landlord municipality rates and taxes or affidavit with landlord municipality rates and taxes. This bid can also be downloaded on e-tender – All compulsory/supplementary forms contained in the bid documents must be completed and signed, (MBD 1,4, 6, 8 &9 amongst others).

Please note: - Sealed bid should clearly indicate the bid in which you bid for.-Bid document will be obtainable as from **Monday, 27 May 2024, from Supply Chain Management Unit, Fezile Dabi Disrict Municipality offices in Sasolburg**.-No bids will be accepted from persons in the service of the state. No telegraphic, telefax and late bids will be accepted.-Municipality is not bound to accept the lowest bid.- Failure to comply with the above mentioned conditions may invalidate your bid.- Bids will remain valid for 90 days. –All quotations will be evaluated in terms of preferential points system as prescribed in the preferential procurement policy regulation of 2022.

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Mr S Thomas

Municipal Manager

TERMS OF REFERENCE

REQUEST FOR PROPOSAL FROM INSURANCE BROKERS FOR THE SHORT TERM INSURANCE OF FEZILE DABI DISTRICT MUNICIPALITY

1. Terms of appointment

The appointment of a Broker shall be for a 3 year period.
It will be expected from the appointed broker to enter into a performance agreement for the period of appointment with Council to achieve this goal. Should the Insurer or broker not perform according to the agreement, Council reserves its right to terminate the agreement.

2. Services required

- Offer insurance options and recommend solutions.
- Ensure stable, economic and continuing under-writing facilities.
- Assist with claims management and administration services/procedures.
- Provide quotations for Council's portfolio.
- Assist with the implementation and roll out of a comprehensive Risk Management.
- Give guidance on Risk Management issues and participate in the discussions to solve risk problems.
- Provide portfolio services.
- Attend quarterly meetings, give guidance on risk issues and participate in the discussions to solve risk problems.
- The underwriting of Council's portfolio.
- Presentation of renewal terms and recommended options;
- Confirmation of placement and 100% cover;
- Confirmation of credit rating of insurance and re-insurance markets;
- Premium allocations on recommended aggregates and service fees;
- Compilation of detailed insurance manual as well as full summary on cover, limits, conditions and exclusions;
- Claims administration and maintenance as set out in detailed specification inclusive of motor, non-motor, COID and legal liability claims

3. Detailed tender specifications

Claims Administration

3.1 Administration of claims reported to the Insurance Broker;

- The Insurance Broker will acknowledge receipt of claims forms and confirm all claims in writing to the client in 7 (seven) days after receipt of the notification of the incident.
- If the claim is accepted by the Insurer an Agreement of Loss will be generated and forwarded to the Insurance Section of the client within 7 (seven) days after receipt of all the applicable documentation and claim has been accepted by the Insurer.
- In cases where no Agreement of Loss is applicable, final invoice will be submitted by the client in reasonable time.
- The Insurance Broker will assist the Insurance Section with the administration of claims in order to finalise all outstanding claims i.e. obtaining of reports, invoices, quotations etc.

- The Insurance Broker will provide statistics on all claims/ declarations made per month not later than the 2nd working day of the following month to the Insurance Section.

3.2 Scheduling and coordinating of claims meetings.

- The Insurance Broker will schedule and coordinate a quarterly claims meeting and meetings when required (ad-hoc) by the Insurance Section of the FEZILE DABI DISTRICT Municipality.

- The purpose of the meeting will be to discuss all claims as per the applicable Insurance Policies reported by the Insurance Section to the Insurance Broker and to monitor the progress of all insurance claims reported to and authorized by the Insurance Broker.

3.3 Electronic claims administration system to administrate occupational injuries and disease claims.

It is expected of the broker to have capacity to provide the following services at an appropriate time to be determined by the Council on a fee to be agreed with Council:

(i) Administration of all claims arising from occupational activities of the employees of the Council pursuant the Compensation for Occupational Injuries and Diseases Act no 130 of 1993 and the Occupational Health and Safety Act.

(ii) Formulation and implementation of Risk Management Strategy in line with the provisions of the Municipal Finance Management Act.

(iii) Management of Occupational Injuries and Disease Act as well as Occupational Health and Safety Act risks related to the implementation of construction contracts by third parties on behalf of the Council.

4. Insured values and claims experience

The enclosed attached present the insured asset values for the period 1 July 2023 up to 30 June 2024 and claims experience from 2021 to 2023. Endorsements if necessary will be done during the year.

5. Guideline for the Tender

A guideline, comprising of a number of sections with the aim to collect pertinent information, is set out in paragraph 2 of this document.

The tender to the Council must be made in accordance with the guidelines as set out in Sections A 1-11 of paragraph 2 below.
Tenderers must name and number their presentation according to Sections A1– 11 and must provide the required information as fully as possible.
If any section or sub-section is not applicable, it must be clearly stated as such.

6. Council's decision
The Council's decision to select a Broker will be final and binding.

7. PRESENTATIONS

7.1 Interested Brokers are invited to submit a tender that will assist the Council to measure the Insurer's capability to render the services as required above.

Brokers are requested to answer all questions in detail under the respective headings and are invited to offer additional material in support of their recommendations.

7.2 Brokers are requested to include VAT in the premiums provided.

Brokers are requested to include a copy of the policy wording.

SECTION A – DETAILS OF BROKERS SHAREHOLDING

(Please refer to section B regarding the Operating Company)

1. **Name**

2. **Physical Address**

3. **Postal Address**

4. **Telephone Number**

5. **Chief Executive**

6. **Shareholders**
(Provide details of shareholders and their percentage holdings.) Please make reference to page number

7. **Directors**
(Provide details of shareholders and their percentage holdings.) Please make reference to page number

8. **Group Structure**
(Provide details of shareholders and their percentage holdings.) Please make reference to page number

8. International Associates

10. Particulars of Professional Indemnity Insurance
(Provide details of shareholders and their percentage holdings.) Please make reference to page number

10.1 Limits

10.2 Insurers

10.3 Deductible structure in respect of claims submitted

11. Audited Financial Statements
Please make reference to page number

12. Similar portfolios presently handled
If you are currently dealing with any similar portfolios, please provide details of the portfolio and names of contactable references for

a) Local municipalities and district municipalities

b) A minimum of five letters of reference.

13. Use of other Brokers/ Insurers
Will you be making use of the services of other Brokers/ Insurers, if so, whom and what is your relationship?

14. Employment Equity
How do you presently address the above issues in your company? *Please make reference to page number*

SECTION B – DETAILS OF OPERATING COMPANY

Indicate, which company, division or branch will be responsible for the handling of the Council's portfolio, if appointed:

1. **Name**

2. **Physical Address**

3. **Postal Address**

4. **Telephone Number**

5. **Chief Executive**

6. **Structure**
   Include an organogram of the structure of this Company/Division/Branch in relation to its handling of our portfolio, should you be appointed

7. **Account Executives**
   Include the following information in respect of the persons who would be directly involved in the handling of our portfolio, should you be appointed:

   7.1 Initials and Surname

   7.2 Title/Position

   7.3 Qualifications

   7.4 Expertise

   Experience

   7.6 Service with your Group

SECTION C – PROPOSED STRATEGY

Describe your proposed strategy and plan of action to render the services required above, based on the information provided, should you be appointed. *(Please make reference to page number on the tender)*

SECTION D – BROKERAGE AND OTHER SERVICES

(See section E for Administration of Claims)

1. Brokerage

1.1 Will you be able to provide Council with the option to pay the insurance premiums annually?

2. Risk Management and Loss Control

Describe fully the services you are able to offer in the field of risk management, risk control, risk financing as well as your remuneration or cost related thereto.

3. Training

Can you provide formal training services in risk management, risk control and risk financing? If so, please provide full details including your remuneration or cost related thereto.

4. Quotations

Could you provide firm quotations for Council's insurance portfolio for the period 1 July 2024 to 30 June 2027?

SECTION E – ADMINISTRATION OF CLAIMS

Would the appointed Broker have a claims settling authority and if so to what extent?
(Please make reference to page number)

SECTION F – ADDITIONAL INFORMATION

Any additional information pertaining to this Tender may be submitted under this heading.
(Please make reference to page number)

SECTION G

1. Points allocation

1.1 80/20 points system will be applicable.

Price	=	80 points
Preference points for specific goals	=	20 points

Locality in Free State = 5 points
HDI = 10 points
Youth = 5 points

1.2 Functionality points (80)

FUNCTIONALITY CRITERIA

Mandatory Requirements	**Comply**	**Not Comply**
The service provider must provide proof of: a. A valid license/membership to transact business as a financial services provider (FSP) as per Financial Advisers & Intermediary Services Act. (FAIS Act) (valid certified copy); b. Written confirmation from the Underwriter that the Broker is authorised to sell their products (valid certified copy, must be less than 6 months old); c. A valid FSB license, clearly showing products the Broker is authorised to trade in (certified copy)		
Failure to provide the above-mentioned documentation will result to the disqualification of your bid response.		

	Technical	Points	Refer to page #
1	**Company Profile & Experience** Service provider experience in the insurance industry and must provide the following: • Company Profile = 2.5 points • Company Audited AFS = 2.5 points • Bidders experience in insurance industry *1-4 years (1 points)* *5- 7 years (3 points)* *8 or more years (5 points)* • FSP Licence = 5 points • Registration with FIA (Financial Intermeiaries Association) = 2.5 points • Registration with RM (Institute of Risk Management) = 2.5 points *Points will be allocated for each area as prescribed failing which the bidder will be allocated zero points (0)*	20	
2	**Experience /Track record Reference letters** The service provider must provide five reference letters from five (5) different municipalities/public entities not older than 2 years. (Please note that the reference letter must indicate the name of municipality/public entity, similar services rendered, date when work was performed and contactable person). • 5 reference letters =15 points • 3-4 reference letters = 10 points • 1-2 reference letter = 5 points • No reference letter = 0 points	15	
3	The bidder must provide written references from the same five (5) current/recent clients listed in 2 above. The ratings must be in the letter head of the company. **The client must rate the bidder's <u>claims settlement performance</u>.** **The client must clearly indicate the rating (eg. average) in the letter.** **The client must rate bidder's performance, where:** ***Excellent = 5 points, Good = 4 points, Average = 3 points, Poor = 2 points***	5	
4	Value of Client's insurance portfolio. Bidders must indicate the size of the portfolio cover as follows: c) Size of referenced portfolio: i) Below R200m = 0 points per letter ii) Above R200m = 1 point per letter Bidder with 5 letters or more of R200 million value of risk portfolio per letter will get maximum of 5 points	5	

5	Number of years the client has been a client of the Bidder; indicating start and end date (if applicable). i) Less than 1 year = 1 points per letter ii) 1 – 4 years = 3 points per letter iii) > 4 years = 5 point per letter	5	
6	**Capacity to deliver/Team** Provide CV of the Account Manager/key personnel to be assigned to FDDM, detailing the experience and expertise including the number of years in compiling and managing similar projects. • 10 or more years' experience = 10 points • 5-9 years' experience = 7 points • 1-4 years' experience = 4 points • No experience = 0 points	10	
6.1	Key Account Manager has passed the Regulatory Exam by submitting exam results or certificate from FCSA or any of the appointed examination body.	5	
6.2	Provide CV's of personnel who will be dealing with claims, detailing the experience and expertise including the number of years in compiling managing similar projects. • More than five years' experience = 5 points • 3-5 years' experience =3 points • Less than 3 years' experience = 1 points	5	
	Methodology • Detailed process plan on how the policy will be managed = 5 points *Points will be allocated for each area as prescribed failing which the bidder will be allocated zero points (0)*	5	
	Do you have fidelity guarantee cover to the value of R 200 Million (please attach proof) = 05 points *Points will be allocated for each area as prescribed failing which the bidder will be allocated zero points (0)*	5	
	Total Points	**80**	

Service provider that fails to achieve a minimum of 75 % on functionality will be disqualified

In order to qualify for points allocated for previous experience the service providers are expected to provide traceable reference letters from the municipalities for similar project undertaken.

SECTION H

H1 - POLICY COVER SUMMARY

		IINFLATIONARY LOADING APPLIED-10%	
		PROPOSED TERMS 2023-24	
	SECTION		SUM INSURED
1.	***Combined***		
	- Standard Constructed Buildings	R	147 456 602
	- Escalation 10%	R	14 745 660
	- Standard Constructed Buildings (Contents)	R	-
	- Sub-stations, mini sub-stations, transformers,etc	R	-
	- **Fezile Dabi Stadium**		
	- All water purification works and pump stations	R	-
	- All sewerage works, pump stations	R	-
	- Generators in the Open	R	6 182 761
	- Escalation (Generators in the Open - 10%)	R	618 276
	Electricity Fencing	R	-
	- Non Standard - Thatch	R	-
	- Non Standard - Thatch (Contents)	R	-
	- Private dwellings, residential units hostels, Flats	R	-
	- Private dwellings, residential units & etc - (Contents)		
	Extensions		
	- Malicious Damage		
	- *Clearance Costs*		
	- Debris Removal		
	- Motor Vehicles whilst parked at Insured		
	- Sum insured	R	5 000 000
	- Riot and Strike (other than RSA and Namibia)		
	- Leakage of oils, chemicals or other fluids		
	- Theft of immovable property		
	- Malicious Damage		
	- Wash basins and Sanitary Ware		
	- Thatch structures unless specifically insured		
	- Reasonable Precautions		
	- Claims Preparation Costs		
	TOTAL BUILDING COMBINED	R	174 003 299,08
2.	**Business Interruption**		
	Indemnity period : 12 months		
	- Income		
	- Gross rentals		
	- Increase in Cost of Working	R	1 185 800
	- Additional Increase in Cost of Working		
	Extensions		
	- Specified suppliers / sub-contractors		Yes
	- Sum insured		R
	- Unspecified suppliers / sub-contractors		Yes
	- Sum insured	R	250 000
	- Specified Customers		Yes
	- Sum insured	R	250 000
	- Public Utilities		Yes
	- Sum insured	R	50 000,00
	- Fines and Penalities	R	-
	- Claims Preparation Costs	R	-
	TOTAL BUSINESS INTERRUPTION	R	1 735 800,00
3.	**Office Contents**		
	- Contents insured property	R	12 183 321

	- Theft (forcible & violent entry or exit)	R	592 900
	- Loss of Rent (up to 25% of sum insured)	R	7 642 481
	- Loss of Documents	R	592 900
	- Legal Liability (Documents)	R	592 900
	Paintings		
	Extensions		
	- Subsidence and Landslip		Yes
	- Sum insured	R	25 000
	- Riot and Strike (other than RSA and Namibia)		No
	- Leakage of Oils, Chemicals or other fluids		No
	- Locks and Keys	R	5 000
	- Malicious Damage	R	10 000
	- Reasonable precautions	R	10 000
	- Claims Preparation Costs	**R**	**100 000**
	TOTAL OFFICE CONTENTS	R	21 754 502,26
4.	**Accounts Receivable**		
	- Outstanding Debit Balances	R	-
	Extensions		
	- Duplicate Records		No
	- Protections		No
	- Riot and Strike (other than RSA and Namibia)		No
	- Claims Preparation Costs	**R**	**100 000**
	TOTAL ACCOUNTS RECEIVABLE	R	100 000,00
5.	**Business All Risks**		
	- All other specified items (excluding nominated below)	R	2 139 103
	- Cellular phones / Iphones	R	71 523
	- Laptops	R	1 649 925
	- 6 x Fire fighting vehicle equipment	R	1 606 759
	- 15 x Samsung R7500 Galaxy/Apple Ipads & Tablets	R	176 684
	GPS		
	Fire arms	R	-
	- Cellphones		
	Extensions		
	- Increase in Cost of Working		
	- Sum insured		
	- Riot and Strike (other than RSA and Namibia)		
	- Locks and Keys		
	- Claims Preparation Costs		
	TOTAL BUSINESS ALL RISKS	R	5 643 994,00
6.	Theft		
	- First Loss Limit	R	400 000
	Extensions		
	- Goods in the open (within securely fenced off area and subject to forcible and violent entry or exit from such area)	R	-
	- Malicious Damage to Buildings	R	-
	- Reasonable Precautions	R	-
	- Locks and Keys	R	-
	- Claims Preparation Costs	**R**	**100 000**
	TOTAL THEFT	R	100 000,00
7	**Glass**		
	- All fixed internal & external glass at the premises	R	47 432

	- Advertising signs, blindsand canopies replacement	R	11 858
	Extensions		
	- Riot and Strike (other than RSA and Namibia)		No
	- Claims Preparation Costs.	**R**	**100 000**
	TOTAL GLASS	R	159 290,00
8.	**Money**		
	- Posession of Councillors/Employees away from insured premises on a business trip	R	7 500
	- On the premises outside business hours in locked safe	R	7 500
	- Loss of or damage to crossed cheques, money or postal	R	1 000 000
	- Loss of or damage to money at any other time	R	5 000
	- Major limit	R	5 500
	- Seasonal		
	- Receptacles as a result of theft of money or attempt	R	22 000
	Extensions		
	- Locks and keys		
	- Reasonable precautions	R	10 000
	- Credit cards		
	- Personal Accident (Assault)		
	Capital Sum		
	Weekly Amount	R	25 000
	Medical Expenses	R	1 000
	- Riot and Strike (other than RSA and Namibia)	R	10 000
	- Electronic Vending machines		Yes
	- Claims Preparation Costs	**R**	**100 000**
	TOTAL MONEY	**R**	**1 193 500,00**
9.	**Fidelity Guarantee**		
	- Limit any one period	R	59 290
	Extensions		
	- Retroactive Cover		01.07.2019
	- Superseded Policy		No
	- Reinstatement Amount		No
	- Cost of Recovery	R	10 000
	- Claims Preparation Costs	**R**	**100 000**
	TOTAL FIDELITY GUARANTEE	**R**	**169 290,00**
10.	**Accidental Damage**		
	- Total value of property	R	-
	- Limit of indemnity	R	-
	Extensions		
	- First Loss Average		No
	- Excluded property (in addition to property excluded in policy)		No
	- Claims Preparation Costs	**R**	**100 000**
	TOTAL ACCIDENTAL DAMAGE	**R**	**100 000,00**
11.	**Goods in Transit**		
	- Load Limit	R	59 290
	Extensions		
	- Removal of Debris	R	25 000
	- Fire, Explosion, Collision and overturning	R	10 000
	- Fire Extinguishing Expense	R	10 000

	- Claims Preparation Costs	R 100 000
	TOTAL GOODS IN TRANSIT	R 204 290,00

12.	**Group Personal Accident - 24 Hours**	
	- Councillors	31
	- Officials	0
	- Temporary staff	0
	Benefits	
	- Death (A & B)	R 250 000
	- Permanent Disability	for particular disability
	- Temporary Total Disablement	week max 104 weeks
	- Medical expenses	R 20 000
	- Additional death benefit	R 10 000
	- Relocation	R 10 000
	- Repatriation	R 10 000
	- Mobility	R 10 000
	Extensions	
	- War Risks	No
	- Claims Preparation Costs	**R 100 000**
	- Maximum Limit Any One Life	R 2 000 000.00
	- Maximum Limit Any One event (Accumulation Limit)	R 10 000 000.00
	TOTAL GROUP PERSONAL ACCIDENT	

13.	**Stated Benefits**	
	- 24 hours (All Employees)	R 99 135 300
	- Business Hours Limitation	R -
	- Business Hours Limitation plus Commuting Limitation	R -
	Benefits	
	- Death	3 x Annual earnings
	- Permanent Disability	for particular disability
	- Temporary Total Disablement	nings max 104 weeks
	- Medical Expenses	R 20 000
	- Additional death benefits	R 10 000
	- Relocation	R 10 000
	- Repatriation	R 10 000
	- Mobility	R 10 000
	Extensions	
	- War Risks	No
	- Claims Preparation Costs	**R 100 000**
	- Maximum Limit Any One Life	R 2 000 000.00
	- Maximum Limit Any One Life - OXL	R 3 000 000.00
	- Maximum Limit Any One event (Accumulation Limit)	R 10 000 000.00
	TOTAL STATED BENEFITS	

14.	Electronic Equipment	
	- All computer and Electronic Equipment	R 7 478 868
	- Leased Equipment	R 1 649 790
	- Laptops	
	- Escalation	R 2 519 362
	Extensions	
	- Prevention of Access	
	- Increase in Cost of Working	
	- Reconstruction of Data	

	- Incompatibility		
	- Telkom access line		
	- Utilities (Failure of supply)		
	- Riot and Strike (other than RSA and Namibia)		
	- Claims Preparation Costs		
	TOTAL ELECTRONIC EQUIPMENT	**R**	**11 648 020,29**
15.	**Machinery Breakdown**		
	- Specified Equipment - Limit	R	5 919 514
	- Expedition costs		
	- Special Foundations		
	Extensions		
	- Express Delivery Costs		
	- Damage to Surrounding Property	R	100 000
	- Expediting Costs	R	50 000
	- Automatic Additions	R	0
	- Special Foundations		
	- Stock Spoilage		R
	- Damage to Surrounding Property	R	-
	- Automatic Additions	R	-
	- Claims Preparation Costs	**R**	**100 000**
	TOTAL MACHINERY BREAKDOWN	**R**	**6 091 827,57**
16.	**Machinery Breakdown Interruption**		
	- Gross revenue		
	- (a) Income	R	-
	- (b)	R	-
	- Increase in Cost of Working	R	1 185 800
	- Additiona Increase in Cost of Working	R	-
	Extensions		
	- Claims Preparation Costs		
	TOTAL MACHINERY BREAKDOWN INTER.	**R**	**1 185 800,00**
17.	**Motorfleet Own Damage - value up to R500 000 - Comprehensive**		
	- Private type motor cars and Minibuses seating up to 16 persons	R	11
	- Commercial vehicles		
	LDVS	R	10
	Trucks	R	-
	Fire Engines		
	Ambulances		
	Tractors		
	Emergency Vehicles/Buses		
	Motor Cycles		
	Trailers	R	3
	Special type vehicles (roadmarking & construction vehicles, machinery, refuse removal, waste compactors etc)		
	High value vehicles (First R 500 000.00)	R	8
	Car Hire	R	3
	- Roadside Assistance	R	25
	Extensions		
	- Wreckage removal		
	- Fire extinguishing expenses		
	- Medical expenses (per occupant)		
	- Loss of keys		
	- Conveyance of explosives		

	- Theft or attempted theft of radios/sound equipment		
	- Theft or attempted theft of telephones		
	(excluding cellphones)		
	- Claims preparation costs		
	TOTAL MOTOR OWN DAMAGE	R	32
	TOTAL ASSETS PREMIUM		
	LIABILITIES		
18.	**Public Liability**		
	- Retroactive Date		
	- Policy Limit	R	100 000 000
	TOTAL Public Liability	R	100 000 000,00
	Sub-limits		
	- Wrongful Arrest and defamation	R	2 250 000
	- Errors & omissions	R	2 250 000
	- Products liability and defective workmanship	R	2 250 000
	- Pedal Cycles		Market value
	- Legal Defense costs	R	2 250 000
	- Professional Liability in respect of Medical Practitioners or other Medical officials	R	2 250 000
	- Spread of fire	R	25 000 000
	- Municipal Police liability	R	2 250 000
	- Sub-limit use of firearms	R	250 000
	- Sub-limit wrongful arrest & defamation	R	1 000 000
	Employers Liability		
	- Limit	R	100 000 000
	TOTAL Employers Liability	R	100 000 000,00
19.	**Motor Third party Liability**		
	- Limit		
	- Number of vehicles		32
	TOTAL Motor Third Party Liability		
	MOTOR OWN DAMAGE OVER R 500 000.00 MOTOR XOL TOTAL SUM INSURED IN EXCESS OF R 500 000.00	R	8 583 201

H2 - FLEET LIST

FEZILE DABI MUNICIPALITY MOTOR FLEET 2023-24							
ASSET #	VEHICLE	Class	VIN	YEAR	REG NO	SUM INSURED	SASRIA
10F000000000259	Mercedes Benz Axor 1823 Fire Truck	HVV	B9525632L487604	2011	DYB828FS	1 697 992,30	M8
10F000000000088	Iveco Fire Truck	HVV	FC65A2105841592	2011	DZB754FS	1 184 287,59	M8
13F000000000239	Mercedes Ateco Fire Truck	HVV	WD89763640884	2014	FMN820FS	1 840 807,18	M8
15F000000000034	Toyota Land Cruiser	HVV	JTB71J504309068	2015	FTK157FS	969 221,68	M2
15F000000000065	Mercedes-Benz Hazmat Vehicle	HVV	WDB9066572S910768	2016	HCW071FS	843 942,59	M8
FEZD10250101091	Venter 2 Wheel 2.4M 1 Ton Trailer	Trailer	ABV1003SN6A2437	2000	BRB190FS	5 000,00	M2
09F000000000036	Thule Open Top Trailer	Trailer	AA223MB9VHP2072	2009	DSC700FS	15 000,00	M2
10F000000000048	1000Lt Diesel Tank Trailer	Trailer	AA911757JBR2450	2011	DSD901FS	15 000,00	M2
09F000000000132	Toyota Land Cruiser Fire Petrol Bakkie	HVV	JTE71J107086574	2010	DVT027FS	634 255,26	M2
12F000000000015	Isuzu Kb240 Le Double Cab Bakkie	LDV	M2RD32BA4579620	2012	FDDM10FS	105 700,00	M2
12F000000000014	Isuzu Kb240 Le Double Cab Bakkie	LDV	M2RD32BA4579622	2012	FDDM11FS	105 700,00	M2
14F000000000136	Mercedes Benz C220D Sedan	Private	W2050042R085474	2015	FDDM12FS	426 604,23	M2
15F000000000048	Toyota Etios 1.4 Professional Sedan	Private	MB29BT100107047	2016	FDDM13FS	134 446,77	M2
15F000000000047	Toyota Etios 1.4 Professional Sedan	Private	MB29BT500105950	2016	FDDM14FS	134 446,77	M2
13F000000000035	Kia K2700 2.7D Truck	LDV	KNCS71LE7773850	2013	FDDM15FS	115 741,15	M2
08F000000000056	Toyota Corolla 1.4 Sedan	Private	AHT58E603021105	2009	FDDM3FS	98 700,00	M2
08F000000000054	Toyota Corolla 1.4 Sedan	Private	AHT58E103022405	2009	FDDM4FS	98 700,00	M2
08F000000000057	Toyota 2.7 Vvti Gl Quantum	Private	JTF23P406062157	2009	FDDM5FS	185 700,00	M2
08F000000000055	Toyota Corolla 1.4 Sedan	Private	AHT58E503022259	2009	FDDM6FS	98 700,00	M2
09F000000000093	Toyota Corolla 1.6 Advanced Sedan	Private	AHT56E303048858	2010	FDDM7FS	105 700,00	M2
16F000000000089	Mercedes Benz Glc 250D	HVV		2017	HBJ359FS	679 138,94	M2
20VEH0000000002	Toyota Corolla Quest	Private		2020	HKW990FS	195 800,00	M2
09F000000000094	Toyota Hilux 2.7 Vvt Double Cab Bakkie	LDV		2010	FDDM8FS	145 800,00	M2
12F000000000016	Chevrolet Aveo 1.4 Ls 5-Door Manual Sedar	LDV	1TJ5C67BB263219	2012	FDDM9FS	85 700,00	M2
13F000000000008	Toyota Etios 1.4 Professional Sedan	LDV	JB29BT600061571	2013	FHN962FS	101 500,00	M2
13F000000000007	Toyota Etios 1.5 Sedan	LDV	JB29BT400058376	2013	FHN965FS	101 500,00	M2
13F000000000006	Toyota Etios 1.4 Professional Sedan	LDV	JB29BT000063879	2013	FHN967FS	101 500,00	M2
13F000000000182	Toyota 3.0 D4D 4X4 Fortuner	LDV	AHT59G908026428	2014	FTZ800FS	344 125,00	M2
05766	Jeep Grand Cherokee	HVV		2019	HJD376FS	733 555,90	M2
20VEH0000000004	Toyota Hiace	LDV		2020	HKW984FS	385 156,51	M2
20VEH0000000001	Toyota Corolla Quest	Private		2020	HKW985FS	202 536,54	M2
05779	Toyota Corolla Quest	Private		2020	HKW988FS	202 536,54	M2

Private	1883870,99	11	M2
LDV	1476681,51	10	M2
Trucks	-	0	M8
Trailers	35000	3	M2

HVV

M2	3016171,78	4
M8	5567029,66	4
	8 583 201,44	**32**

H3 - LAPTOPS LIST

AssetNumber	SAMS Barcode	Make	Sensor Serial No.	Closing Balance 30 June 2023
05689	05689	Hp	CND82407DQ	8 690,00
05690	05690	Hp	CND82407FQ	8 690,00
05691	05691	Hp	CND82407JM	8 690,00
05702	05702	Hp	VNF4808756	2 782,10
05703	05703	Hp	VNF4808765	2 782,10
05704	05704	Hp	VNF4808809	2 782,10
05705	05705	Hp	VNF4808797	2 782,10
05706	05706	HP	VNF4808817	2 782,10
05723	05723	Hp	CND84303VT	12 710,12
05725	05725	Hp	CND84303VZ	12 710,12
05726	05726	HP	CND84303TT	12 710,12
05727	05727	HP	CND84303W5	12 710,12
05730	05730	Hp	CND84303Y7	12 710,12
05731	05731	Hp	CND84303VV	12 710,12
05735	05735	Dell	FM0H1W2	27 542,50
05736	05736	Dell	1C6H1W2	27 542,50
05790	05790	HP	5CD0121Z69	11 553,00
05800	05800	VOSTRO	BPYBX23	11 999,00
05801	05801	Dell	9GLBX23	11 999,00
05802	05802	Dell	5HLBX23	11 999,00
05805	05805	Dell	FGLBX23	11 999,00
10F000000000021	03988	Mecer	251HUQ001A0119	5 768,16
11F000000000117	04654	HP	CNU2123TSF	6 749,12
11F000000000125	04647	HP	CNU2123TT8	6 749,13
12F000000000151	04664	Hp	2CE14229YP	1 758,77
12F000000000206	04784	Toshiba	4C340372R	8 491,00
13F000000000209	05005	Hp	2CE3501D8G	9 405,60
13F000000000215	05011	Hp	2CE3501D81	9 405,60
13F000000000218	05014	HP	2CE3501DF6	9 405,60
14F000000000034	05220	Hp	CND4387L8R	7 894,00
14F000000000070	05229	HP	CND43313GT	8 232,45
14F000000000073	05226	Hp	CND4331343	8 232,46
14F000000000076	05223	HP	CND4331346	8 232,46
14F000000000077	05224	HP	CND43314BP	8 232,46
14F000000000078	05231	HP	CND43313CC	8 232,46
15F000000000003	05312	Acer	A03752301BF6340	9 500,00
15F000000000004	05895	Acer	NXV7VEA0375230	9 500,00
15F000000000005	05314	Acer	A03752302065340	9 500,00
15F000000000007	05316	Acer	A03752301FDA340	9 500,00
15F000000000008	05317	Acer	A03752301AF4340	9 500,00
15F000000000010	05319	Acer	A03752301886340	9 500,00
15F000000000011	05320	Acer	A03752301A7A340	9 500,00
15F000000000014	05323	Acer	NXV7VEA0375230	9 500,00
15F000000000015	05324	Acer	52300628034	9 500,00
15F000000000024	05326	HP	8CG53625TC	26 500,00

16F000000000008	14021103	Hp	5CD806766Z	8 697,38
16F000000000009	05537	Hp	CND6508MNR	9 450,00
16F000000000015	05518	HP		10 407,89
16F000000000030	05545	Hp	CND70517DH	8 538,00
16F000000000031	05542	HP	CND7080H2R	8 538,00
16F000000000036	05552	Lenovo	R90MSAQ8	10 001,00
16F000000000038	05554	Lenovo	SAQVR9N0B7120	10 000,00
16F000000000039	05555	Lenovo	R90MSARV	10 000,00
16F000000000040	05556	Lenovo	R90MS61L	10 000,00
16F000000000041	05557	Lenovo	R90MS5ZL	10 000,00
16F000000000042	05558	Lenovo	R90MSASX	10 000,00
16F000000000043	05559	Levovo	R90MS607	10 000,00
16F000000000078	05547	Hp	CND7078RBC	8 538,00
16F000000000079	05548	HP	CDN7078SPR	8 538,00
16F000000000086	05574	Hp	5CD711882N	11 361,84
16F000000000087	05575	HP	5CD711882W	11 361,84
18ITE0000000001	05612	Dell	21PSPN2	30 358,00
18ITE0000000005	05605	Hp	5CD806766Y	7 773,33
18ITE0000000006	05604	Hp	5CB806766Z	7 773,33
18ITE0000000009	05616	Hp	CND80920VW	7 269,40
18ITE0000000013	05606	Lenovo	PC0STSHM	9 997,00
18ITE0000000014	05607	Lenovo	PC0STSHK	9 997,00
18ITE0000000015	05608	Lenovo	PC0STSKW	9 997,00
18ITE0000000016	05597	HP	CND733728Q	8 890,35
20ITE0000000001	05804	Hp	CND0124H4H	13 000,00
20ITE000000001	05803			13 000,00
21ITE0000000001	05832			20 500,00
21ITE0000000002	05835	Asus	5NNOLP01J69420	20 500,00
21ITE0000000004	05836			14 400,00
21ITE0000000005	05834	Acer	0071211597D3400	14 400,00
21ITE0000000006	05849	Acer	0071101565E3400	14 400,00
21ITE0000000007	05833	Acer	7110156463400	14 400,00
21ITE0000000008	05842	Acer	00712115BA33400	14 400,00
21ITE0000000009	05863	0	0	14 400,00
21ITE0000000010	05841	Acer	00604300ED49600	13 900,00
21ITE0000000011	05840	Acer	00604300EBC9600	13 900,00
21ITE0000005864	04597	Hp	2CE3382XZ2	11 550,00
21ITE0000005865	05613	Hp		11 550,00
21ITE0000005866	05866	HP	5CD1401MKM	11 550,00
21ITE0000005867	05869	HP	CND1416KT2	11 550,00
21ITE0000005868	05867	HP	CND1416K1W	11 550,00
21ITE0000005869	05914	Hp	5CD1401MJO	11 550,00
21ITE0000005870	05918	HP	5CD2131YR3	11 550,00
21ITE0000005871	05729	HP	CND84303XB	11 550,00
21ITE0000005872	05922	ASUS	N1PFCG00S24303	15 030,00
21ITE0000005873	05933	ASUS	N1PFCG00S27403	15 030,00
21ITE0000005874	03451	HP	CNU8375BNB	15 030,00
21ITE0000005875	05911	Asus	M7N0LP01F38928	15 030,00
21ITE0000005876	05551	Lenovo	R90MSAS8	15 030,00

21ITE0000005877	05315	Acer	NXV7VRA037523(	15 030,00
21ITE0000005878	04789	Toshiba	4C340545R	15 030,00
21ITE0000005911	05927	ASUS	N1PFCG00S27903	22 000,00
21ITE0000005912	05615	HP	CDN8090B4C	17 000,00
21ITE0000005913	05912	Hp	5CD1401M11	17 000,00
21ITE0000005914	05543	HP	CND7080H1D	17 000,00
21ITE0000005915	05915	Hp	N/A	14 000,00
21ITE0000005916	05916	HP	N/A	17 000,00
21ITE0000005917	05327	HP	N/A	17 000,00
21ITE0000005918	05724	Hp	CND84303WL	17 000,00
21ITE0000005919	05913	HP	5CD1401MKM	17 000,00
21ITE0000005920	04254	Mecer		16 000,00
21ITE0000005921	05921	ASUS	N1PFCG00S24303	14 000,00
21ITE0000005922	04951	LG	N/A	11 560,87
21ITE0000005923	05923	Samsung	NA	11 560,87
21ITE0000005924	05595	Dell	21486882422	11 560,87
21ITE0000005927	01210	Sahara	N/S	11 560,87
21ITE0000005930	05930	LG	B11291259	11 560,87
21ITE0000005933	05023	Hp	TRF340098F	11 560,87
21ITE0000005936	05936	Mecer	N/A	11 560,87
21ITE0000005939	05939	Mecer		11 560,87
MM.01	05781	Hp	8CG8358ZBi	21 737,39
				1 375 186,20

SECTION I-1

TENDER PREMIUM SUMMARY: PROVISION OF SHORT TERM INSURANCE

Nr	Policy Class	Insurers	Type of policy wording	Premium	VAT	Net Premium	Remarks
1	Combined			R -	R -	R -	
2	Business Interruption			R -	R -	R -	
3	Office Contents			R -	R -	R -	
4	Accounts Receivables			R -	R -	R -	
5	Business All Risks			R -	R -	R -	
6	Theft			R -	R -	R -	
7	Glass			R -	R -	R -	
8	Money			R -	R -	R -	
9	Fidelity Guarantee			R -	R -	R -	
10	Accidental Damage			R -	R -	R -	
11	Goods in Transit			R -	R -	R -	
12	Group Personal Accident - 24 hours			R -	R -	R -	
13	Stated Benefits			R -	R -	R -	
14	Electronic Equipment			R -	R -	R -	
15	Machinery Breakdown			R -	R -	R -	
16	Machinery Breakdown Interruption			R -	R -	R -	
17	Motor Fleet Own damage			R -	R -	R -	
18	Motor Fleet Third Party Liability			R -	R -	R -	
19	General Public Liability			R -	R -	R -	
20	Employers Liability			R -	R -	R -	
21	SASRIA: Non-motor			R -	R -	R -	
22	SASRIA : Motor			R -	R -	R -	
23	SASRIA : Councillor assets & motor			R -	R -	R -	
				R -	R -	R -	
	SUB TOTAL			R -	R -	R -	
	TOTAL TENDER PRICE			R -	R -	R -	

SECTION I-2 (PRICING SCHEDULE)	
TENDER NAME:	PROVISION OF SHORT-TERM INSURANCE BROKERAGE SERVICES
TENDER NUMBER:	
BIDDER'S NAME:	

NOTES:

1. Bidders must note the detailed scope of services as per the Main RFP document and should provide costing accordingly.
2. Bidders are required to propose a Broker fee per annum (Table 1). Note that failure to propose the annual Broker fees for the duration of the contract will render the entire bid as NON-RESPONSIVE and will result in the Bidder scoring ZERO out of 80 points achievable on the price criteria.
3. The successful bidder will be appointed for a period of sixty (60) months,
4. Fees MUST be all inclusive. This means, All direct and indirect related costs must be included.
5. Cost Element breakdown - List all major cost components that make up the service costs to Municipality.
6. All costs are subject to negotiation prior to signing of the Contract.
7. Bidders can provide comments, assumptions and any points of clarification on a separate letter as an Annexure to their pricing submission, and this should be done in their company letterhead. (Comments, assumptions and any points of clarification must be attached to the pricing template)
8. The Bidders proposed Broker fees must be all inclusive and be valid for 180 days from the close of this tender.
9. Bidders MUST NOT change the Pricing Template other than by providing values for "Amount per year excluding VAT" for each year; and Bidders are not allowed to change the format of this pricing schedule and any changes may render the bidder's proposal as non-responsive.
10. After completing the Price Template, Bidders must print the spreadsheet, initial each page, sign and submit in Hardcopy as well as submitting in **electronic (EXCEL) format.**

TABLE 1: Broker Fee

Description	Year 1	Year 2	Year 3	Total
Amount per year excluding VAT				
VAT (15%)	R 0,00	R 0,00	R 0,00	R 0,00
Annual Broker Fee Year	**R 0,00**	**R 0,00**	**R 0,00**	R 0,00
Total Broker Fee				**R 0,00**

Company Representative Name

Role in Company

Signature

Date

SECTION J

3 YEAR CLAIMS SUMMARY for Fezile Dabi District Municipality Tender

Policy	2021	2022	2023
Combined	R 8 980	R -	R -
Office	R -	R -	R -
All Risks section	R 8 000	R 14 385	R 25 000
Motor fleet + 3rd party	R 273 467	R 101 529	R 79 383
	R 290 447	R 115 914	R 104 383

NOTES:

a) these are gross claims
b) 2024 claims is reported claims to 29.02.2024

SECTION K
SUPPLIER COST AND RISK ASSESSMENT QUESTIONNAIRE

Each party to a consortium / joint venture / sub-contractors must complete a separate questionnaire.

A. GENERAL INFORMATION

i. The information provided in this questionnaire will be treated as confidential and will not be disclosed to any third party
ii. The information will be used only for the purpose of assessing your company in terms of our Procurement Policy.
iii. FDDM reserves the right to request additional information or documents, or to perform audit procedures to substantiate or verify any of the answers provided in the question.
iv. A copy of the completed questionnaire must be signed on behalf of your business by a duly authorised signatory.
v. Certified copies of requested documents are to be submitted as part of this information pack
vi. **B1 to be completed only by companies listed on the JSE**

B. Non – Financial Risk Assessment

B1. Indicate with detailed explanations whether your company conforms to the King II recommendations for good Corporate Governance with respect to the following:

1. Application of the Code	
2. Board and Directors	
3. Risk Management	
4. Internal Audit	
5. Integrated Sustainability Reporting	
6. Auditing and Accounting	
7. Relations with Shareowners	
8. Communication	

B2. Indicate your company's top management experience (Tick the relevant box)

AVERAGE YEARS	LESS THAN TWO YEARS	2 – 5 YEARS	5 – 10 YEARS	10 YEARS AND ABOVE
Experience				

B3. Has your Company, Directors or Shareholders ever been restricted from doing business with the Government?

If Yes: What was the period of the restriction?

Reasons for the restriction:

B4. Have any of the contracts awarded to your company ever been terminated / cancelled before period of expiry?

If Yes: What were the reasons?

B5. Does your company have existing, previous or pending legal disputes/issues with FDDM or any other institution?

NATURE OF DISPUTE	ESTIMATED VALUE INVOLVED	YEAR	VERDICT

B6. Indicate the service excellence awards that your company has received in the last three years.

NAME OF AWARDING ORGANISATION/COMPANY	NATURE OF AWARD	YEAR AWARDED	CONTACT PERSON	TEL NO.

B7. Who are your company's five (5) key suppliers?

SUPPLIER NAME	COUNTRY	% PURCHASES AS A PROPORTION OF TOTAL PURCHASES
1.		
2.		
3.		
4.		
5.		

C. Financial Risk Assessment

A COPY OF YOUR FINANCIAL STATEMENT SHOULD BE ATTACHED

C1. Were the Financial statements prepared on a Going Concern Basis?

C2. Indicate percentage (%) annual turnover/ revenue composition

	PAST YEAR	PAST 2 YEARS	PAST 3 YEARS
Public sector (incl. State Owned Enterprises)			
Private sector			

C3. Complete names of your company's five (5) key customers in terms of indicated average business conducted as a percentage of your total debtors' book.

CUSTOMER NAME	0 -20%	21 – 40%	41 – 60%	61 – 80%	80% AND ABOVE
1.					
2.					
3.					
4.					
5.					

C4. What are your company's debtors spread? Complete table below.

	% OF DEBTORS
Current	
30 days	
60 days	
90 days	
120 + days	

C5. What are your company's five key products/services? Indicate their contributions to your company's revenues.

PRODUCT/SERVICE	PAST YEAR % CONTRIBUTION	PAST 2 YEARS % CONTRIBUTION	PAST 3 YEARS %CONTRIBUTION

C6. What are your company's creditors' spread? Complete table below.

	% OF CREDITORS
Current	
30 days	
60 days	
90 days	
120 + days	

C7. Indicate whether there are any major debts/bonds/contingent (guarantees) liabilities falling due or becoming fully payable.

DUE TO WHOM	NATURE OF DEBT	VALUE	DATE PAYABLE
1.			
2.			
3.			

DECLARATION

I _____, hereby declare, in my capacity as _____ and duly authorised thereto, that the information provided in the above questionnaire is to my knowledge factually correct.

Signed at _____ this _____ day of _____ 20_____

_____

Signature

SECTION L

CERTIFICATE OF ACQUAINTANCE WITH DOCUMENTS

I, _____ a REPRESENTATIVE of (Name of Company) _____ hereby confirm that I have read and understand all the documents relating to this tender as indicated in the schedule of documents, including but not limited to, the tender's minimum requirements, method of lodging tenders, tender specification, payment method, schedule of quantities, basis and conditions of award, and the selection criteria and confirm that any signature attached to any such document is proof that the contents thereof were read and understood.

I further confirm that I am familiar with the documents relating to my company's general information, structure, and work experience and confirm that any signature on any such document is proof that such documents were read and understood.

_____ SIGNATURE: BIDDER

_____ DATE

FEZILE DABI DISTRICT MUNICIPALITY

Fezile Dabi
District Municipality

John Vorster Road
SASOLBURG

1947

P O Box 10
SASOLBURG
1947
Tel: 016 970 8600
Fax: 016 970 8762

Enquiries: Supply Chain Management Unit

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

PART A – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services

OR

PART B – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)
Name of the Municipality:
Property Physical Address:
Registered Name:
Official's Name: _____ Municipality Stamp Here Signature : _____ Date: _____ **Please tick whether in arrears or up-to-date** Rates and taxes : Up-to-date / in arrears Water: Up-to-date / in arrears Electricity: Up-to-date / in arrears Refuse : Up-to-date / in arrears Other services: Up-to-date / in arrears
PART B (TO BE COMPLETED BY THE LANDLORD)

Name of the Landlord:
Property Physical Address:
Landlord Signature:

Date: _____

Landlord's business stamp here
Or an Affidavit from SAPS
(in the event the landlord does not have a business stamp)

Please tick whether up-to-date or in arrears

Rental:	Up-to-date	/	in arrears
Municipal services:	Up-to-date	/	in arrears

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FEZILE DABI DISTRICT MUNICIPALITY					
BID NUMBER:	009/2023-24	CLOSING DATE:	10 June 2024	CLOSING TIME:	12:00pm
DESCRIPTION	Request for Proposal from Insurance Brokers for the Short Term Insurance of Fezile Dabi District Municipality				
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Thelma Letsoenyo
CONTACT PERSON		TELEPHONE NUMBER	063 560 9040
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	thelmal@feziledabi.gov.za
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)**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ 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 CERTFICATE 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.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. .....

.....

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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	80
SPECIFIC GOALS	20
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:

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI (Black, Indians and Coloureds)	-	10	-	
Locality within FS Province	-	5	-	
Youth	-	5	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

3. Does any portion of the goods or services offered have any imported content?
(*Tick applicable box*)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names), do hereby declare, in my capacity as .... of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	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**

Js367bW

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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 fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the 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. Anti-dumping 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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