



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	28 / 2025	CLOSING DATE:	14 MAY 2025	CLOSING TIME:	12H00PM
DESCRIPTION	PROVISION OF SHORT TERM INSURANCE FOR THE PERIOD OF ONE (01) YEAR				
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

POSTAL ADDRESS:
PRIVATE BAG X 2596, MAKHADO, 0920
STREET ADDRESS
CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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	BUDGET AND TREASURY	CONTACT PERSON	MR E LUBISI
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	eunicel@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

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



Liverpool's Mohamed Salah and teammates celebrate after winning the Premier League. /Phil Noble /Reuters

SLOT PAYS TRIBUTE TO KLOPP IN LIVERPOOL LEAGUE TRIUMPH

● ‘Ex-manager helped pave way for success’

England – Moments after the final whistle sounded to confirm Liverpool as Premier League champions in a remarkable debut season for manager Arne Slot, the Dutchman paid tribute to the man who helped pave the way for his success at the Merseyside club. Slot’s post-match salute to the delirious Liverpool fans at Anfield involved leading them in a song about the club’s beloved former manager, Jürgen Klopp.

After his emotional final game with Liverpool last season, Klopp, who won seven major trophies in his nine years on Merseyside, had encouraged the Anfield faithful to sing the same song – *Life is Life* – about the incoming Slot.

“Because of what he [Klopp] did, before I even arrived here,” 46-year-old Slot said, when asked why he paid tribute to the German who guided Liverpool to the 2020 Premier League title.

“He helped me even more with the team he left behind and the culture he left behind – the culture of hard work, not only from players but also from the staff members, had been incredible. For obvious reasons, I thought it was a nice moment to thank him as well.”

Liverpool captain Virgil van Dijk on Sunday said: “To replace Jürgen, it’s a big job, and I think the manager [Slot] did it in his own way, together with his staff. He definitely deserves a lot of credit for that.”

Slot becomes the fifth manager to win a Premier League title in his first season in England, and the first Dutch boss to win one. The enormity of the accomplishment, he said, might take a while to sink in. “To a certain extent, [it is] quite unreal, because you’ve worked so hard for this moment to happen, and when it then does happen, it needs some time for you to truly feel it.

“The only moment I was emotional was when we arrived at the stadium to see what it meant for the fans, what it meant for these people, for us to have a chance of winning. I think everybody inside that bus felt, if the fans are with us like they are, then it’s impossible for us to lose this game of football.”

Slot would not divulge what Liverpool owner John Henry said when they exchanged congratulatory handshakes.

Asked how he would celebrate on Sunday evening and if there would be team training on Monday, Slot said “No” to training, and “Maybe with a glass of beer. Maybe two. Or three.”

Van Dijk said winning the title was “special.

“We got the job done, and we truly deserve to be champions of England. [It’s] the most beautiful club in the world.”

Liverpool last lifted the EPL trophy in their first league title in 30 years during Covid. This time, supporters serenaded players with the club’s anthem *You’ll Never Walk Alone*. – Reuters



MAKHADO MUNICIPALITY

83 Krogh Street, Civic Center • Private Bag X2596, MAKHADO, 0920.

TENDER NOTICE

All suitable service providers are hereby invited to bid for the above-mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable **02 May 2025 at non-refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za.

BID NO:	DESCRIPTION	EVALUATION CRITERIA	TECHNICAL ENQUIRIES
28 of 2025	Provision of Asset short-term insurance for the period of one (01) year for Makhado Local Municipality	80/20 with functionality	Chief Financial Officer: Mr NG Raliphada or Ms E Lubisi at 0155193000

SPECIAL REQUIREMENTS

- ☐ Certified copy of Company Registration with Financial Sector Conduct Authority (FSCA)
- ☐ Certified copy of Company Registration with South African Based Insurance Banking Organisation

REFERENCE AND NOTICE NO.

Ref: 8/3/2/2084
Notice no: 42/2025

COMPULSORY BRIEFING SESSION N/A

CLOSING DATE AND TIME 14 May 2025 at 12:00pm

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. The municipality reserves the right to cancel the contract at any point where it deems necessary. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not older and not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database (CSD) report.

NB:

- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.
- Tenders must be properly deposited in the tender box on or before the closing date at Makhado Local Municipality Civic Centre, 83 Krogh Street, Makhado

All procurement enquiries should be directed to Ms. P Mudau or Mr M Ramabulana at Tel no. (015) 519 3044/3024

MR KM NEMANAME - MUNICIPAL MANAGER

PUBLIC NOTICE

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 2025

**WORLD HERITAGE CONVENTION ACT, 1999
(ACT NO. 49 OF 1999)**

**CALL FOR PROPOSALS OF POTENTIAL SITES FOR INCLUSION IN THE INVENTORY LIST OF SITES
(TENTATIVE LIST) IN TERMS OF SECTION 6(3) OF THE WORLD HERITAGE CONVENTION ACT,1999
(ACT NO. 49 OF 1999)**

The Minister Department of Forestry, Fisheries and the Environment, Dr Dion Goerge, hereby call a notice calling for proposals of potential sites for inclusion in the inventory list in terms of section 6(3) of the World Heritage Convention Act,1999 (Act no. 49 of 1999), which provides, “Any person may submit a proposal in writing to the Department or, if it is in existence, the body referred to in subsection (2), for a place in the Republic to be nominated for inclusion on the World Heritage List.”

South Africa, a signatory to the UNESCO 1972 World Heritage Convention concerning the identification, protection, conservation, presentation and transmission to future generations of cultural and natural heritage of Outstanding Universal Value (OUV), has embarked on a process of establishing a National Tentative List.

National Tentative List is an inventory of sites within a territory of a State Party which are considered suitable for World Heritage Listing. The Tentative list is a first step to getting sites inscribed as World Heritage Sites. Sites contained in the Tentative List are considered for inclusion in the World Heritage List.

The UNESCO World Heritage List comprises of 1223 World Heritage Sites. South Africa, to date, has successfully inscribed twelve (12) sites on the World Heritage List located in 9 provinces across South Africa.

Despite its diverse and rich Cultural and Natural heritage, the Africa region contributes only 8% (108/ 1223) of sites inscribed on the UNESCO World Heritage List. The process of establishing a tentative List is a key driver in addressing this geographical imbalance and underrepresentation.

A World Heritage Site is an area which has been officially recognized by the United Nations Educational, Scientific and Cultural Organization (UNESCO) which are of **Outstanding Universal Value**. **Outstanding Universal Value** means cultural and/or natural significance which is so exceptional as to transcend national boundaries and to be of common importance for present and future generations of all humanity.

Cultural heritage consists of, *monuments, groups of buildings, cultural landscapes (illustrative of the evolution of human society and settlement over time.*

Natural Heritage consists of *physical and biological formations, geological and physiographical formations which constitute the habitat of threatened species of animals and plants from the point of view of science or conservation, natural sites etc. of OUV*

Interested stakeholders and members of the public are requested to submit proposals for cultural and natural heritage sites for consideration by the Department of Forestry, Fisheries and Environment with a goal of considering them for inclusion in the Tentative List within 30 (thirty) days from the date of publication of this notice in the Government Gazette or in the newspaper, whichever date is the last date.

Such proposals shall outline the following:

- Name of the proposed site, location, Type of a site (Cultural or Natural or mixed), Brief description of the site, Preliminary criteria for World Heritage Listing. The potential Outstanding Universal Value; Statement of authenticity and/ integrity; And proposed management and protection systems in place.

Proposals must be sent to any of the following addresses:
BY POST TO: The Director-General: Department of Forestry, Fisheries and Environment
Private Bag X447
Pretoria
0001.

BY HAND AT: Reception, Environment House, 473 Steve Biko Road, Arcadia, **Pretoria**, 0083
By EMAIL TO: UNESCOtentativelisting@dffe.gov.za

Interested stakeholders may source the Tentative List application form using the following link <https://whc.unesco.org/en/tentativelists/>.
Enquiries in connection with the Notice can be directed to: Ms Grace Mayile on Cell: +27 66 156 0210 or Ms Ipfi Todani on Cell: + 27 66 434 7013.



forestry, fisheries
and the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA



 @EnvironmentZA

 Department of Forestry, Fisheries and the Environment

 EnvironmentZA

Call centre: 086 111 2468 | Website:

SPECIFICATION: ASSETS SHORT TERM INSURANCE FOR ONE (01) YEARS CONTRACT

Proposals are hereby invited for all Experienced Service Providers to provide cover all municipal assets, Movable, Immovable assets and Council Vehicles.

Prospective bidders should submit detailed proposals on how the municipal assets will be covered.

Based on proposals and company profiles the functionality will be evaluated as indicated on functionality criteria table.

PROVISION OF SHORT-TERM INSURANCE SHOULD COVER THE FOLLOWING:

- Courtesy car (SUV) for the mayor and speaker in the event of car accident.
- Public liability for certificate for municipal stadiums

COST STRUCTURE:

Section	Sum Insured	Annual Premium 1st Year
TOTAL COMBINED	R 523 603 853.00	
TOTAL BUSINESS INTERRUPTION	R 10 100 000.00	
TOTAL OFFICE CONTENTS	R3 297 225.00	
TOTAL BUSINESS ALL RISKS	R 7 511 794.00	
TOTAL THEFT	R 780 000.00	
TOTAL GLASS	R 150 000.00	
TOTAL MONEY	R 2 020 000.00	
TOTAL FIDELITY GUARANTEE	R 1 050 000.00	
TOTAL ACCIDENTAL DAMAGE	R 10 100 000.00	
TOTAL STATED BENEFITS	R 388 370 111.00	
TOTAL PERSONAL ACCIDENT	75 Councilors	
TOTAL ELECTRONIC EQUIPMENT	R 2 212 565.00	
TOTAL MACHINERY BREAKDOWN	R 170 850 681.00	
TOTAL MACHINERY BREAKDOWN BUSINESS INTERRUPTION	R 10 100 000.00	
TOTAL MOTOR FLEET	235	
TOTAL PUBLIC LIABILITY	R 134 100 000.00	
TOTAL EMPLOYERS LIABILITY	R 25 100 000.00	
TOTAL GOODS IN TRANSIT	R 175 000.00	
TOTAL MOTOR IN EXCESS OF R 500 000	R 46 827 936.52	

TOTAL CONTRACT OR ALL RISK	
TOTAL AERODROME OWNERS	
TOTAL SASRIA (RIOT AND STRIKE AND POLITICAL RIOT) NON-MOTOR	
TOTAL SASRIA MOTOR	
TOTAL AMOUNT	
VAT @15% ONLY IF APPLICABLE	
TOTAL BIDDING PRICE	

NB:

- THE SCHEDULE FOR SUM INSURED IS BASED ON THE CURRENT MUNICIPAL INSURANCE.
- ATTACH EXCESS STRUCTURE DOCUMENTATION

SIGNATURE:..... DATE:.....

FUNCTIONALITY

Item No	Functionality Criteria		Points
1. Relevant Experience	Relevant experience maximum of 05 term contract appointment with completion or referral letter attached. Both public/ or organ of state where you have rendered similar services (10 points per appointment with completion or referral letter)		50 Points
2. Registration certificate (attach certified copy)	Certified copy of Company Registration with Financial Sector Conduct Authority (FSCA)		15 Points
	Certified copy of Company Registration with South African Based Insurance Banking Organisation		20 Points
3. Financial viability (Bank rating) Attach bank stamp confirmation letter from banking stating Bank Rating	Bank Rating A	15 points	15 Points
	Bank Rating B	10 points	
	Bank Rating C	05 points	
	Total		100

NB: Bidders who will not reach 75 score marks, will not be considered for further evaluation.

SPECIFICATION FOR SHORT TERM INSURANCE FOR PERIOD OF ONE YEAR

GENERAL

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. Makhado Municipality reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.

Makhado Municipality reserves the right not to evaluate and / or consider any proposals that does not comply strictly with the requirements as set out in this request

2. In order to be considered for this tender you have to be registered with the Financial Sector Conduct Authority (FSCA) and a South African Financial Services Intermediaries Association recognized by FSCA

DETAILED TENDER SPECIFICATIONS

CLAIMS ADMINISTRATION

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.

2. Scheduling and coordinating of claims meetings.

- The Insurance Broker will schedule and coordinate claims meeting when required (ad-hoc) by the Insurance Section of the Makhado 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 Brokers and to monitor the progress of all insurance claims reported to and authorized by the Insurance Broker.

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 service at an appropriate time to be determined by the Council on a fee to be agreeing 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. Applications only from companies who can attest to and provide the following.

- a) South African based Insurance Broking organization
- b) Provision of latest financial statements include
 - * Income Statement
 - * Balance Sheet
- c) Resources – details of full-time employees being account directors, Technicians, broking and other staff that may be utilized on this account, based in South Africa

COMPULSARY QUESTIONNAIRE:

PLEASE NOTE THAT YOU HAVE TO BE REGISTERED WITH THE FINANCIAL SECTOR CONDUCT AUTHORITY (FSCA) AND A SOUTH AFRICAN FINANCIAL SERVICES INTERMEDIARY ASSOCIATION OF ANY OTHER REPUTABLE ASSOCIATION RECOGNISED BY FSCA TO BE CONSIDERED FOR THIS TENDER. A VALID CERTIFIED COPY OF YOUR REGISTRATION CERTIFICATES AND NUMBERS SHOULD BE ATTACHED TO YOUR TENDER.

IF YOU COMPLY WITH THESE REQUIREMENTS THE FOLLOWING QUESTIONS MUST BE ANSWERED BY THE TENDERER. WHERE A YES IS INDICATED SUBSTANTIATING VALID EVIDENCE MUST BE SUPPLIED.

SPECIFICATION AND CONDITIONS OF TENDER (CONTINUE)

YES / NO

1. Are you a South African based Insurance Broking Organization? (If yes attach valid document)
2. Is your service team to be utilized on this tender FAIS compliant and registered with the Financial Services Conduct Authority?
(If yes attach a valid certified confirmation from the FSCA reflecting the individual Registered)
3. Do you have a Loss Control Resource?
(If yes provide details and particulars of representatives)
4. Do you have a Risk Finance Resource?
(If yes provide details and particulars of representatives)
6. Can you provide formal training services in risk management, risk control and risk financing?
(If yes, provide full details where you have done so and contact persons)
7. Do you have Professional Indemnity cover ?
(If yes must provide a valid certified copy of your Professional Indemnity covers)
8. Do you have Fidelity Guarantee cover to the value ?
(If yes must provide a valid certified copy of your Fidelity Guarantee covers)
9. Do you have a dedicated service team whom will be allocated to Makhado Municipality insurance portfolio?
(If yes must attach an organogram of the service team and their relevant curriculum vitae. Please note that the curriculum vitae will only be considered if the employee has at least 3 (three) years short term insurance experience)

POLICY CLASS	INSURANCE PROPERTY /- INTEREST PERSONS	INSURANCE LIMITS / INDEMNITY LIMIT	DEDUCTIBLES	REMARKS
1.COMBINED	All buildings and erections including fixtures and fittings therein, thereto or thereon, boundary walls, gates, posts and fences belonging thereto and contents contained in any building, structure or erection, including underground fuel storage tanks and their contents and lamp posts. All substations, mini substations, transformers, electrical switchgear including fixtures and fittings related thereto	R 238 635 816 (Building Standard) 2 086 504 (Building thatch) 56 409 406 (Contents standard) R 216 327 078 (Plant, machinery, and equipment) R 6 728 035 Included under item 1 R 10 000		
2.HOUSEOWNERS	Property in the open Excluded property to be included, i.e stadiums, pavilions, tartan tracks etc Reasonable precautions Claims preparation costs 1. ALL BUILDINGS of PRIVATE HOUSES, RESIDENTIAL UNITS, HOSTELS and FLATS including all domestic outbuildings and all fixtures and fitting therein, thereto and thereon, gates, walls and fencing belonging thereto, satellite dishes and antenna being the property of the Insured or for which they are responsible or in which the Insured has an interest as Mortgagee.	R 100 000 R 3 197 014 (Standard) R 10 000 R 100 000		

	2. Reasonable Precautions 3. Claims Preparation Costs			
3. BUSINESS INTERRUPTION	1. Increase in Cost of working (24 months) 2. Claims preparation costs	R 10 000 000 R 100 000		
4. OFFICE CONTENTS	1. Office Contents 2. Loss of Documents 3. Legal Liability (Documents) 4. Locks and Keys 5. Reasonable Precautions 6. Claims Preparations Costs	R 1 177 225 R 1 000 000 R 1 000 000 R 10 000 R 10 000 R 100 000		
5. BUSINESS ALL RISKS	1. Laptops 2. All Other Items 3. Locks and Keys 4. Claims Preparations Costs 5. Increase in Cost of Working	R 738 785 R 6 463 009 R 10 000 R 100 000 R 200 000		
6. THEFT	1. First Loss 2. Property in the Open 3. Locks and Keys 4. Reasonable precautions 5. Malicious Damage	R 250 000 R 250 000 R 10 000 R 20 000 R 250 000		
7. GLASS	1. All Municipal premises 2. Claims Preparation Costs	R 50 000 R 100 000		
8. MONEY	1. In respect of money not contained in a locked safe or strong room (a) in the custody of any authorized employee, Council Member or Principal of	a) R 10 000		

	the Insured while away from the Insured's premises on a business trip anywhere in the world (b) while on the Insured's premises outside the hours during which the business operations of the Insured are conducted 2. In respect of loss of or damage to crossed money or postal orders. 3. In respect of any other loss of or damage to money (seasonal) - specific periods as follows: 8 days every month (salaries/wages payday and cut off date for Municipal Accounts) - at any other time 4. In respect of loss of or damage to receptacles and clothing (as defined) including firearms because of theft of money or any attempt thereat. 1. Reasonable Precautions 2. Claims Preparation Costs Personal Accident - Capital amount - Weekly amount - Medical Expenses - Number of Persons	b) R 10 000 R 1000 000 R 350 000 R 250 000 R 200 000 R 10 000 R 100 000 R 30 000 R 10 000 R 50 000 All employees		

9. FIDELITY GUARANTEE All employees and councillors	1. Limit any one period 2. Recovery cost 3. Claims Preparation Costs	R 800 000 R 150 000 R 100 000		
10. ACCIDENTAL DAMAGE	1. Limit of indemnity 2. Claims Preparation Costs	R 10 000 000 R 100 000		
11. STATED BENEFITS All employees of the insured Salary and Wage Roll R388 370 111 Work related accidental death & work related injury cover	1. Death 2. Permanent Disability 3. Temporary Total Disability 4. Medical Expenses 5. Funeral Costs 6. Repatriation 7. Mobility 8. Relocation 9. Claims Preparation Costs	3x annual salary % of Death Benefit as specified for particular disability 100% of weekly earnings for 104 weeks R 30 000 R 40 000 R 30 000 R 30 000 R 30 000 R 100 000		
12. PERSONAL ACCIDENT 75 Councilors Council activities Salary and Wage Roll R29 989 937	1. Death 2. Permanent Disability 3. Temporary Total Disability 4. Medical Expenses	R 500 000 % of Death Benefit as specified for particular disability R5 200 per week for a maximum period of 104 weeks R 30 000 R 30 000		

	3. Funeral Costs	R 30 000		
	6. Repatriation	R 30 000		
	7. Mobility	R 30 000		
	8. Relocation	R 100 000		
	9. Claims Preparation Costs			
13. ELECTRONIC EQUIPMENT	1. Laptops	R 627 565		
	2. Software /Licenses	R 1 085 000		
	3. Reconstruction of Data	R 200 000		
		R 200 000		
	4. Increase in Cost of Working	R 100 000		
	5. Claims Preparation Costs			
14. MACHINERY BREAKDOWN	1. Specified Property	R 128 560 545		
	2. Damage to surrounding property	R 10 000 000		
		R 32 140 136		
	3. Automatic Additions	R 50 000		
	4. Expediting costs	R 100 000		
	5. Claims Preparations Costs			
15. MACHINERY BREAKDOWN BUSINESS INTERRUPTION	1. Increase in Cost of working	R 10 000 000		
		R 100 000		
	1. Claims Preparation Costs			
16. MOTOR FLEET	i. Private type motor cars and minibuses seating	Number of Units 02		

	ii.	up to 16 persons Commercial Vehicles as follows:	Number of Units 68		
			Number of Units 54		
		a) LDV's	Number of Units 13		
		b) Trucks	Number of Units 03		
		c) Sedan	Number of Units 19		
		d) SUV	Number of Units 0		
		e) Tractors	Number of Units 01		
		f) Emergency vehicles	Number of Units 26		
	iii.	Buses and minibuses seating more than 16 persons	Number of Units 05		
			Number of Units 19		
	iv.	Trailers	Number of units 17		
	v.	Special type vehicles (Front end loader /dozer) construction vehicles	Number of units 01		
			Number of units 07		

			235		
	vi.	Graders and TLB'S			

	vii. Refuse removal truck viii. Compact or dresser ix. Fuel tanker, Compressor, Bomag and pole grapper TOTAL			
	2. ADDITIONAL CONTINGENCIES 2.1. Medical Expenses 2.2. Loss of keys 2.3. Theft or attempted theft of radios / sound equipment 2.4. Theft or attempted theft of telephones (excluding cellular phones) 2.5. Claims Preparation Costs	R 1 000 Per occupant R 5 000 R 5 000 R 5 000 R 100 000		

17 PUBLIC LIABILITY	1. General Liability (unlimited any one period)	R	25 000 000		
	2. Additional Contingencies (any one period)	R	2 250 000		
		R	2 250 000		
	2.1.Wrongful arrest and defamation	R	25 000 000		
			Market value		
	2.2.Errors and omissions				
	2.3.Products liability and defective workmanship	R	NIL		
		R	2 250 000		
	2.4.Pedal cycles (comprehensive)	R	2 250 000		
	2.5.Vibration, Removal or weakening of support	R	24 000 000		
	2.6.Legal Defiance Cost	R	NIL		
	2.7.Professional Liability in respect of Medical Practitioners and / or other Medical Officials	R	25 000 000		
		R	NIL		
	2.8.Spread of Fire	R	25 000 000		
	2.9.Deterioration of carcasses	R	NIL		
		R	100 000		
	3. Third Party Liability (Motor)				
	3.1.Fire and Explosion				
	3.2.Passenger Liability				
	- Fare paying Passenger				
	- Other				
	3.3. Conveyance of explosives				
	4. Claims Preparation Costs				

18. EMPLOYERS LIABILITY	1. Limit of indemnity 2. Claims Preparation Costs	R 25 000 000 R 100 000		
19. GOODS IN TRANSIT	1. Limit per load 2. Removal of debris 3. Reasonable precautions	R 150 000 R 15 000 R 10 000		
20. CONTRACT OR ALL RISK	1. Public Liability 2. Surrounding property 3. Removal of debris	R 5 000 000 R 5 000 000 R 1 000 000		
21. AERODROME OWNERS	1. SECTION 1 Property damage	R 10 000 000		
22. SASRIA (RIOT AND STRIKE AND POLITICAL RIOT) NON-MOTOR	Combined House-owners Office Contents Business All Risks Money Electronic Equipment Contractors all Risks Claims Preparation Costs	As per the Underlying Policy As per the Underlying Policy As per the Underlying Policy As per the Underlying Policy As per the Underlying Policy As per the Underlying Policy		
23. SASRIA MOTOR	Motor Fleet	As per the Underlying Policy		

HIGH VALUED VEHICLES OR VEHICLES MORE THAN R500 000

BARCODE	DESCRIPTION NAME	SERIAL NUMBER	PURCHASE DATE	PURCHASE C	NBV 2023-2024
21054	FORD RANGER	DNF 671 L	2016/09/20	578 743,80	61 574,83
21052	FORD RANGER	DNF 683 L	2016/09/20	578 743,80	70 406,03
22647	ISUZU TRUCK	FNT 191 L	2021/05/07	813 911,17	484 431,14
21350	TRUCK NISSAN UD	DWJ 695 L	2018/01/31	1 259 744,00	128 233,40
22187	EICHER TRUCK	FKH 025 L	2020/03/06	701 076,94	304 774,05
20353	TLB	CND 561 L	2012/07/09	550 000,00	389,56
21146	TLB CAT	DTH 016 L	2017/06/23	997 867,00	18 857,66
20350	GRADER	CND 570 L	2012/07/09	1 864 300,00	588,02
20351	GRADER MITSUBISH CND 552 L	CND 568 L	2012/07/09	1 864 300,00	588,02
20352	GRADER GALLION	CND 552 L	2012/07/09	1 864 300,00	30,95
18931	GRADER	534E	2014/02/14	2 631 100,00	119 703,05
22619	TOYOTA QUANTUM	FMV 221 L	2021/01/25	513 741,80	284 179,30
22695	VW MINI BUS	FPX 976 L	2021/05/06	585 616,10	344 663,69
22646	ISUZU TRUCK	FNT 186 L	2021/05/07	813 911,17	479 312,07
22154	ISUZU FTR TRUCK	CVK 164 L	2019/12/20	888 869,55	362 301,34
22448	EICHER TRUCK	FKN 330 L	2020/06/30	890 225,00	423 423,75
22449	EICHER TRUCK	FKS 299 L	2020/06/30	890 225,00	423 423,75
22447	EICHER TRUCK	FKN 317 L	2020/06/30	890 225,00	423 423,75
22450	EICHER TRUCK	FKN 328 L	2020/06/30	890 225,00	423 423,75
22451	EICHER TRUCK	FKN 311 L	2020/06/30	890 225,00	423 423,75
21876	TRAILER	FDS 604 L	2019/04/30	936 253,53	304 997,84
22622	TRUCK IVECO	FMW 630 L	2021/02/25	940 509,72	530 463,90
21953	ISUZU TRUCK	FGD 528 L	2019/06/28	941 440,01	326 141,33
22499	ISUZU TRUCK	FKS 299 L	2020/09/01	1 151 895,36	578 338,59
21801	VW TOUTAREG	DZZ 112 L	2018/11/10	1 258 725,03	335 045,29
23032	Low Bed Trailer	FRV 703 L	2021/10/18	1 377 015,45	899 079,20
21877	UD TRUCKS	FDS 614 L	2019/04/24	1 404 380,26	454 549,01
21954	ISUZU TRUCK	FGD 531 L	2019/06/28	1 580 810,01	547 637,10
22630	ISUZU TRUCK	FNT 216 L	2021/04/15	1 674 543,01	973 216,63
22628	ISUZU TRUCK	FNT 213 L	2021/04/15	1 674 543,01	973 216,63
22629	ISUZU TRUCK	FNW 205 L	2021/04/15	1 674 543,01	973 216,63
22631	ISUZU TRUCK	FNT 219 L	2021/04/15	1 674 543,01	973 216,63
22632	ISUZU TRUCK	FNT 225 L	2021/04/15	1 674 543,01	973 216,63
22633	UD TRUCKS	FNW 508 L	2021/03/31	1 907 239,00	1 098 423,74
22634	UD TRUCKS	FPN 101 L	2021/03/31	1 907 239,00	1 098 423,74
22635	UD TRUCKS	FNW 538 L	2021/03/31	1 907 239,00	1 098 423,74
22637	UD TRUCKS	FNW 485 L	2021/03/31	1 907 239,00	1 098 423,74
22636	UD TRUCKS	FNW515 L	2021/03/31	1 907 239,00	1 098 423,74
22431	TRUCK NISSAN UD	FKX 636 L	2020/06/17	1 937 321,06	912 573,36
22610	UD TRUCKS	FMB 121 L	2020/10/19	1 954 748,74	1 019 361,80
23448	TOYOTA RAV 4	FXS 463 L	2023/01/05	604 108,80	488 851,43
23442	10 TON DROPSIDE WITH CRANE	HBJ 416 L	2022/11/22	2 770 913,33	2 270 783,39
23443	10 TON DROPSIDE WITH CRANE	HBJ 419 L	2022/11/22	2 491 413,33	2 041 731,13
22675	TRACTOR	FLL 155 L	2021/05/10	504 782,61	111 358,58
21908	TLB	FFB 937 L	2019/05/28	853 741,97	232 884,25
22090	ROAD MARKING MACHINE	246719	2019/09/13	932 400,00	293 386,45
22396	TLB CAT	FJP 179 L	2019/05/29	1 043 134,71	350 065,10
22395	EARTH MOVING MACHINE	CAT00320JDKJ20830	2020/05/29	1 476 651,57	685 675,88
15762	UD TRUCKS	CDS 089 L	2012/06/30	673 500,00	5 462,83
14732	UD TRUCKS	BYZ 051 L	2009/06/30	693 581,58	84 997,82
20189	UD TRUCKS	CPF 852 L	2012/09/10	1 391 186,00	151 801,66
20190	TRUCK NISSAN UD	CPF 843 L	2012/09/10	1 391 186,00	151 801,66
21964	GRADER	FGB 957 L	2019/08/20	2 276 541,13	830 252,89
21965	GRADER	FGB 973 L	2019/08/20	2 276 541,13	830 252,89
21966	GRADER	FGB 966 L	2019/08/20	2 276 541,13	830 252,89
22491	GRADER	FLL 155 L	2020/06/30	2 562 666,31	1 218 898,34
21909	GRADER	FFB 931 L	2019/05/28	2 916 990,71	795 698,48
21910	GRADER	FFB 947 L	2019/05/28	2 916 990,71	795 698,48
22443	BULDOZER	CHSD22AWTK102	2020/03/11	3 763 043,46	1 642 512,33
23167	Rubber Dozer	FSV 291 L	2022/01/24	9 499 000,00	7 420 532,98
24394	KOMATSU GRADER	HDH 594 L	2024/02/13	2 697 071,27	2 605 547,70
23414	TLB	TEP900C2E010776	2022/09/16	919 482,70	684 644,65
20744	TRUCK IVECO	DGZ 709 L	2015/06/15	2 205 884,83	274 869,02
2654	TRACTOR CVK217 L	CVK 217 L	2010/11/11	717 498,49	2 705,87
24467	TLB BACKHOE LOADER	HGD 744 L	2024/06/30	R 983 728,69	R 983 728,69

CLAIM REPORT

See attached document

MBD 3.1

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-------------	----------	-------------	--

- Required by:
- At:
- Brand and model

- Country of origin.....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm
- *Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state* **YES / NO**
 - 3.6.1 If so, furnish particulars.
.....
.....
 - 3.7 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.7.1 If so, furnish particulars.
.....
.....
 - 3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.8.1 If so, furnish particulars.
.....
.....
 - 3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

* 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.

3.9.1 If so, furnish particulars YES / NO

.....
.....

3.10 Are any of the company’s directors, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company’s directors YES / NO

Managers, principle shareholders or stakeholders in service of the state

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified ID copy)	N/A	05	N/A	

Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to Makhado Municipality in accordance with the requirements and task directives / proposals specifications stipulated **Bid no 28 of 2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I **KM NEMANAME** in my capacity as **Municipal Manager** accept your bid under reference number **8/3/2/** datedfor the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
PROVISION FOR SHORT TERM INSURANCE FOR THE PERIOD OF ONE YEARS				N/A

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

SIGNED AT **MAKHADO** ON

NAME (PRINT) **KM NEMANAME**

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

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 <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

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

Client	Claim No.	Claim Referrer	Insurer Claim No.	DOL	Claim Notification	Claim Registered	Description	Claims Status	Event	Cover	Item Handled	Peril	Gross	Assessor's Estimate	Own Damage	Third Party Liability	Paid	Outstanding
Makhado Ltd	KM-00018202		886518	04-Aug-2023	19-Oct-2023	19-Oct-2023 09:29:26	Laptops were stolen	Repudiated	Theft	Theft	Khensani V	Theft	-	-	-	-	-	-
Makhado Ltd	KM-00022367		900106	15-Aug-2024	15-Aug-2024	15-Aug-2024 09:46:37	Laptop stolen	Repudiated	Theft	Business All	Khensani V	Stolen	-	-	-	-	-	-
Makhado Ltd	KM-00016175		879476	01-Jun-2022	14-Jun-2023	14-Jun-2023 22:37:48	Truck overturned	Repudiated	Accident	TruckSure	Mashudu D	Accident	-	-	-	-	-	-
Makhado Ltd	KM-00014902		878095	01-Apr-2022	03-Apr-2023	03-Apr-2023 16:36:22	Stolen laptop	Repudiated	Theft	Business All	Mashudu D	Theft	-	-	-	-	-	-
Makhado Ltd	KM-00023655	FNY 485 L	904028	07-Nov-2024	08-Nov-2024	08-Nov-2024 12:16:39	Isuzu truck	Settled - awaiting	Accident	TruckSure	Khensani V	Accident W	-	-	-	-	-	-
Makhado Ltd	KM-00014023		875199	01-Jun-2022	09-Feb-2023	09-Feb-2023 11:04:33	Cash stolen	Settled – Ex	Burglary	Theft	Mashudu D	Burglary	-	-	-	-	-	-
Makhado Ltd	KM-00015373	FPX976L	879117	01-Apr-2022	05-May-2023	06-May-2023 16:42:00	Driver bumped	Settled, File	Accident	TruckSure	Khensani V	Accident	137 317,96	-	- 0,00	-	124 939,05	- 0,00
Makhado Ltd	KM-00019404	FFK975L	890304	18-Jan-2024	23-Jan-2024	23-Jan-2024 12:37:57	Third party	Settled, File	Accident	TruckSure	Khensani V	Accident W	105 316,70	-	-	-	95 583,04	-
Makhado Ltd	KM-00019174	FJG873L	889652	27-Dec-2023	02-Jan-2024	02-Jan-2024 12:47:15	Municipal vehicle	Settled, File	Accident	TruckSure	Khensani V	Accident W	6 540,30	-	-	-	1 540,30	-
Makhado Ltd	KM-00019937	FYN665L	892284	23-Feb-2024	26-Feb-2024	26-Feb-2024 17:01:08	vehicle involved	Settled, File	Accident	TruckSure	Khensani V	Accidental t	484 279,20	-	-	-	436 059,20	-
Makhado Ltd	KM-00017435	FKN395L	884380	17-Aug-2023	24-Aug-2023	24-Aug-2023 12:26:41	Gate closed	Settled, File	Accidental t	TruckSure	Mashudu D	Accidental t	10 049,49	-	0,00	-	10 049,49	0,00
Makhado Ltd	KM-00020084	FJV439L	892914	02-Feb-2024	07-Mar-2024	07-Mar-2024 12:12:17	Vehicle bumped	Settled, File	Accident	TruckSure	Khensani V	Accidental t	8 350,73	-	-	-	3 350,73	- 0,00
Makhado Ltd	KM-00019009	FKN391L	889170	10-Dec-2023	12-Dec-2023	12-Dec-2023 12:53:11	Toyota hilux	Settled, File	Accidental t	TruckSure	Khensani V	Accidental t	124 916,23	-	-	-	113 868,62	-
Makhado Ltd	KM-00019042	FFL072L	889175	12-Dec-2023	14-Dec-2023	14-Dec-2023 10:39:10	Toyota hilux	Settled, File	Accidental t	TruckSure	Khensani V	Accidental t	41 262,66	-	- 0,00	-	36 262,66	- 0,00
Makhado Ltd	KM-00019591	FFK 945 L	891199	23-Jan-2024	05-Feb-2024	05-Feb-2024 13:12:52	Bumped by	Settled, File	Accident	TruckSure	Khensani V	Accident	6 714,87	-	-	-	1 714,87	-
Makhado Ltd	KM-00016720		882631	19-Jul-2023	24-Jul-2023	24-Jul-2023 11:34:18	Front bump	Settled, File	Accidental t	TruckSure	Mashudu D	Accidental t	28 591,02	-	- 0,00	-	23 591,02	- 0,00
Makhado Ltd	KM-00018572	FMV 221 L	887788	14-Nov-2023	15-Nov-2023	15-Nov-2023 12:33:50	Toyota Qu	Settled, File	Accidental t	TruckSure	Khensani V	Accidental t	27 692,51	-	-	-	22 692,51	-
Makhado Ltd	KM-00020085	CNX644L	892915	14-Feb-2024	07-Mar-2024	07-Mar-2024 12:24:20	headlight ar	Settled, File	Accidental t	TruckSure	Khensani V	Accident W	19 053,23	-	-	-	14 053,23	-
Makhado Ltd	KM-00022766	FXH629L	901390	06-Sep-2024	09-Sep-2024	09-Sep-2024 16:11:12	Vehicle bump	Settled, File	Accident	TruckSure	Khensani V	Accident W	22 964,73	-	- 0,00	-	17 964,73	- 0,00
Makhado Ltd	KM-00022957	CNS 486 L	901917	16-Sep-2024	20-Sep-2024	20-Sep-2024 12:27:07	vehicle hit a	Settled, File	Accident	TruckSure	Khensani V	Accident W	46 853,32	-	- 0,00	-	41 853,32	- 0,00
Makhado Ltd	KM-00022902	FJG 987 L	902641	14-Sep-2024	17-Sep-2024	17-Sep-2024 14:30:30	FJG 987 L ha	Settled, File	Accident	TruckSure	Khensani V	Accident	18 359,47	-	-	-	13 359,47	0,00
Makhado Ltd	KM-00014304	FJG 887 L	875965	01-Jun-2022	26-Feb-2023	26-Feb-2023 12:57:13	Vehicle was	Settled, File	Accident	TruckSure	Mashudu D	Accidental t	41 201,46	-	0,00	-	36 201,46	0,00
Makhado Ltd	KM-00014149		875678	01-Jun-2022	07-Feb-2023	15-Feb-2023 15:03:18	Rear left mo	Settled, File	Damage	TruckSure	Mashudu D	Accidental t	14 074,91	-	-	-	9 074,91	-
Makhado Ltd	KM-00015557		879539	01-Jun-2022	16-May-2023	16-May-2023 12:10:01	damaged by	Settled, File	Accident	TruckSure	Mashudu D	Accident	270 352,75	-	0,00	-	220 352,75	0,00
Makhado Ltd	KM-00008069	Toyota Hilux F	860261	22-Jan-2022	26-Jan-2022	26-Jan-2022 16:28:08	Quantum ta	Settled, File	[None]	Motor Com	Mashudu D	Accidental t	39 230,91	-	-	-	34 230,91	-
Makhado Ltd	KM-00021125	FXH643L	895814	20-Mar-2024	16-May-2024	16-May-2024 10:37:43	Insured was	Settled, File	Accidental t	TruckSure	Khensani V	Accidental t	23 165,17	-	0,00	-	18 165,17	-
Makhado Ltd	KM-00021320	FKN382L	896848	29-May-2024	03-Jun-2024	03-Jun-2024 11:40:10	Toyota hilux	Settled, File	Accident	TruckSure	Khensani V	Accidental t	15 046,24	-	-	-	10 046,24	-
Makhado Ltd	KM-00021041	FFL040L	895813	02-May-2024	08-May-2024	13-May-2024 11:54:39	Driver was i	Settled, File	Accidental t	TruckSure	Khensani V	Accidental t	27 003,82	-	-	-	22 003,82	0,00
Makhado Ltd	KM-00021491	FNW205L	897593	13-Jun-2024	18-Jun-2024	18-Jun-2024 10:42:03	Truck has b	Settled, File	Accidental t	TruckSure	Khensani V	Accident	129 452,43	-	-	-	79 452,43	-
Makhado Ltd	KM-00021122	FFL034L	896170	15-May-2024	15-May-2024	15-May-2024 15:59:12	Vehicle has	Settled, File	Accident	TruckSure	Khensani V	Accidental t	94 189,30	-	-	-	84 902,62	-
Makhado Ltd	KM-00022612		901049	28-Aug-2024	30-Aug-2024	03-Sep-2024 09:03:06	Stolen I PAD	Claim Withd	Theft	Business All	Khensani V	Theft	-	-	-	-	-	-
Makhado Ltd	KM-00019804		891768	27-Apr-2021	20-Feb-2024	20-Feb-2024 11:21:56	Pothole acc	Claim withi	Liability	TruckSure	Khensani V	Accidental	-	-	-	-	-	-
Makhado Ltd	KM-00020104	DGZ709L	892916	07-Mar-2024	08-Mar-2024	08-Mar-2024 11:19:37	Mirror blind	Claim withi	Accidental t	TruckSure	Khensani V	Accidental t	3 306,25	-	-	-	3 306,25	-
Makhado Ltd	00024323	HBJ 416 L	906123	30-Dec-2024	07-Jan-2025	07-Jan-2025 14:52:53	Driver hit p	Claim withi	Water	TruckSure	Takali Ndwa	Accidental t	-	-	-	-	-	-
Makhado Ltd	KM-00022617	FNY 538 L	906357	28-Aug-2024	30-Aug-2024	03-Sep-2024 09:25:58	Municipal V	Claim withi	Warranty	Motor Com	Khensani V	Accident W	-	-	-	-	-	-
Makhado Ltd	00024281	THIRD PARTY	906012	12-Nov-2024	24-Dec-2024	24-Dec-2024 09:58:32	Vehicle dam	Claim withi	Liability	Public Liabil	Takali Ndwa	Liability	-	-	-	-	-	-
Makhado Ltd	KM-00023428	DSX 397L	903639	22-Oct-2024	24-Oct-2024	24-Oct-2024 17:06:31	third party i	Claim withi	Liability	Public Liabil	Khensani V	Liability	-	-	-	-	-	-
Makhado Ltd	00024528		906822	10-Nov-2024	22-Jan-2025	22-Jan-2025 08:50:31	transformer	Claim withi	Liability	Public Liabil	Khensani V	Liability	-	-	-	-	-	-
Makhado Ltd	KM-00015243		874636	01-Apr-2022	25-Apr-2023	27-Apr-2023 11:07:21	Windscreen	Claim withi	Liability	TruckSure	Mashudu D	Accidental t	-	-	-	-	-	-
Makhado Ltd	KM-00014945		877895	01-Jun-2022	05-Apr-2023	05-Apr-2023 16:04:54	Accidental c	Claim withi	Accidental t	TruckSure	Mashudu D	Accidental t	-	-	-	-	-	-
Makhado Ltd	KM-00015059		878582	01-Jun-2022	17-Apr-2023	18-Apr-2023 10:37:17	Electrical ap	Claim withi	Power Surge	Buildings Co	Mashudu D	Impact	-	-	-	-	-	-
Makhado Ltd	KM-00020136		892895	10-Feb-2024	11-Mar-2024	11-Mar-2024 10:50:58	Pothole acc	Claim withi	Liability	Public Liabil	Khensani V	Liability	-	-	-	-	-	-
Makhado Ltd	KM-00020232		893738	05-Feb-2024	18-Mar-2024	18-Mar-2024 15:34:30	Collision, dr	Claim withi	Liability	Public Liabil	Khensani V	Liability	-	-	-	-	-	-
Makhado Ltd	KM-00013883	FMT225L	874960	01-Jun-2022	02-Feb-2023	02-Feb-2023 09:37:58	The accident	Closed - Aw	Accident	TruckSure	Mashudu D	Accident W	-	-	-	-	-	-
Makhado Ltd	KM-00021060	FJG860L		03-May-2024	13-May-2024	14-May-2024 10:08:15	Own vchile	Closed - Aw	Accident	TruckSure	Khensani V	Accident W	-	-	-	-	-	-
Makhado Ltd	KM-00023243	FJH 181 L		11-Oct-2024	16-Oct-2024	16-Oct-2024 10:25:10	TP vehicle n	Closed - No	Accidental t	TruckSure	Khensani V	Accidental t	15 000,00	-	-	15 000,00	-	15 000,00
Makhado Ltd	00024865		907753	03-Dec-2024	07-Feb-2025	07-Feb-2025 15:25:40	Tp vehicle v	Claim withi	Liability	Public Liabil	Takali Ndwa	Liability	5 000,00	-	-	5 000,00	-	5 000,00

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 supplies 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 supplies 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 “Written” or “in writing” means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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 in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 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 (or bid rigging). 34.2 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 the Competition Act No. 89 of 1998.

- 34.3 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.