



**MARULENG LOCAL MUNICIPALITY**

**TENDER NO : MLM/SCM/27/2021**

**TENDER DESCRIPTION: PROVISION OF SHORT-TERM INSURANCE  
BROKERAGE SERVICES FOR A PERIOD OF THREE (3) YEARS**

**JUNE 2022**

ISSUED BY:

SUPPLY CHAIN MANAGEMENT OFFICE  
MARULENG MUNICIPALITY  
P O BOX 627  
HOEDSPRUIT  
1380

**Ms. SN HOAEANE**  
**ACTING MUNICIPAL MANAGER**

<b>NAME OF TENDERER</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>CSD NUMBER</b>	
<b>TOTAL BID PRICE</b>	

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**PLEASE NOTE:**

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the Tenderer.
- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

**(1) DETAILS OF BIDDER**

FULL NAMES	
COMPANY/ENTERPRISE REGISTRATION NO. OR ID NO.	
POSTAL ADDRESS	
PHYSICAL ADDRESS	
TELEPHONE NO.	
CELL NO. OF CONTACT PERSON	
FAX NO.	
E-MAIL ADDRESS	
CONTACT PERSON	
VAT REGISTRATION NO.	



**(2) ADVERT**

**TENDER DESCRIPTION: PROVISION OF SHORT-TERM INSURANCE BROKERAGE SERVICES FOR A PERIOD OF THREE (3) YEARS**

**BID NUMBER: MLM/SCM/27/2021**

Tenders are hereby invited from suitably qualified service providers for the Provision Of Short Term Insurance Brokerage Services For A Period Of Three (3) Years. Tender documents containing conditions of tender will be available from **24<sup>th</sup> June 2022** at Maruleng Local Municipality, Finance Department, 65 Springbok Street, and Hoedspruit. A non-refundable of **R500.00** will be charged for each set of documents issued. All payments and deposits are to be made in the currency of Republic of South Africa. Cash or Bank guaranteed cheque made out to Maruleng Local Municipality will be accepted. **A proof of payment must accompany the submission.**

Complete tender documents, fully completed in BLACK INK, priced and signed, must be sealed in an envelope clearly marked "**Tender No and Name of the Project**" must be deposited in the Tender Box at No. 64 Springbok Street, Hoedspruit, the Finance Department at the above physical address, by no later than **11:00** on the **10<sup>th</sup> August 2022**.

Maruleng Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, at it may deem expedient. No late, faxed or telephonic tenders will be accepted.

All prospective tenderers will be screened in accordance with the National Treasury's Defaulters Data Base. No bids will be considered from persons in the services of any organ of state.

Tenders will be evaluated in accordance with the Maruleng Municipality Supply Chain Management Policy; Municipal Supply Chain Management Regulations Gazette No. 27636, 30 MAY 2005, 2005; Preferential Procurement Policy Framework Act, 5/2000 and preferential procurement regulation of 2017.

Enquiries related to this tender must be addressed to **Ms Sekgobela N** of Maruleng Local Municipality at Tel: (015) 793 2409.

**Ms. SN HOAEANE  
ACTING MUNICIPAL MANAGER**

**(3) FORM OF TENDER AND DECLARATION**

**TENDER NO: MLM/SCM/27/2021**

**PROVISION OF SHORT-TERM INSURANCE BROKERAGE SERVICES FOR A PERIOD OF THREE (3) YEARS**

DECLARATION:

To: The Municipal Manager  
MARULENG MUNICIPALITY  
PO BOX 627  
HOEDSPRUIT  
1380

Sir

I/We, the undersigned:

- a) Tender to supply to Maruleng Municipality all of the services described both in this and the other forms and schedules to this tender.
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution.
- c) Confirm that this tender may only be accepted by the MARULENG Municipality by way of a duly authorized Letter of Acceptance.
- d) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto
- f) Declare that, each page of the tender document and amendments thereto will be initialed by the relevant authorized person in order for the document to constitute a proper contract between Maruleng and the undersigned, on acceptance of the tender by Maruleng Municipality.

Signed at ..... on this ..... day of ..... 2022

Signature of Tenderer .....

Name of Tender .....

As Witnesses:

1. Signature ..... Name in full .....

I.D. No .....

2. Signature..... Name in full .....

I.D. No .....

Where the Tenderer is a Company, Corporation or Firm a duly authorized resolution must accompany the tender

## **(4) EVALUATION CRITERIA**

This tender will be evaluated in three stages, namely checking of administrative compliance (e.g. completeness of tender document, submission of all required documents); functionality; and preference point system prescribed in the Preferential Procurement Policy Framework Act, 5/2000 and preferential procurement regulation of 2017.

### **Compulsory submissions:**

1. Bidders must submit together with their bids a copy of **Company Registration Document (CK)**.
2. Bidder must be registered in the national treasury **Recent Central Supplier Database (CSD)** and attach CSD which is valid and not **older than 3 months**.
3. Failure to submit **Valid SARS Tax Compliance Status pin or Tax Clearance**, may result in a tender deemed non-responsive.
4. Bidders must submit **Certified ID copies of Director's not older than 6 months**, failure to do that tender will be deemed nonresponsive.
5. Failure to submit **Valid BBEE Status Level Verification CERTIFICATE** will result to a bidder losing points allocated for BBEE.
6. Failure to submit comprehensive **Joint Venture Agreement** (where applicable) will result in a tender deemed non responsive.
7. Failure to complete the tender forms e.g. Form of Offer, declaration of interest, will result in a tender deemed non-responsive.
8. Failure to submit **Statement of municipal account (rates & taxes) for both Company and Director** which is not older than **three (3) months or lease agreement or letter from Traditional Authorities** stating that the bidder is subject of their royal authority and he/she is not obliged to pay Municipal rates and taxes, will result in a tender deemed non-responsive furthermore **ownership of property will be subject to be checked through deeds Office**.
9. Bidders to ensure that their tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.
10. **Company Profile** with proven previous experience must be attached, failure to do so will result to your bid deemed non-responsive.
11. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed nonresponsive.
12. Usage of tipex is prohibited and the bidder will be deemed non-responsive during the evaluation of the tender.
13. If the bidder have not heard from the municipality within 90 days from the closing date of tender, company must consider itself unsuccessful.
14. The Maruleng Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
15. Bidders must provide the municipality with three years reviewed/audited Annual Financial Statements.
16. **Bidders must attach the proof of payment for the tender document issued or downloaded.**

Bids will be evaluated based on the following criteria for Functionality

ITEM	EVALUATION CRITERIA FOR QUALITY	
	CRITERIA	WEIGHTING
<b>1</b>	<b>Quality of the proposal =(15 points)</b>	<b>15</b>
	Bidders are requested to supply a comprehensive proposal including a proposed risk management processes.	
<b>2</b>	<b>Company track record and experience</b>	<b>40</b>
2.1	Reputable track record in carrying out assignments of the nature described or implied in this document at other municipalities. <ul style="list-style-type: none"> <li>• 1 appointment letter = (05 points)</li> <li>• 2 appointment letters =(10 points)</li> <li>• 3 appointment letters =(15 points)</li> <li>• 4 or more appointment letters =(25 points)</li> </ul> Attach appointment and reference letters to claim points.	
2.2	Experience in rendering services or performing work described in the document. <ul style="list-style-type: none"> <li>• 1 year experience =(03 points)</li> <li>• 2 years' experience= (09 points)</li> <li>• 3 or more years' experience =(15 points)</li> </ul>	
<b>3</b>	<b>Liquidity of insurance broker</b>	<b>25</b>
3.1	Bidders must provide the municipality with three years reviewed/audited Financial Statements =(15 points)	
3.2	A tenderer to submit proof of bank rating not older than three (3) months. <ul style="list-style-type: none"> <li>• Bank Rating = A, B, C (10 points)</li> <li>• Bank Rating = D (08 points)</li> <li>• Bank Rating = E (02 points)</li> <li>• Bank Rating = F to G(0)</li> </ul>	
<b>4</b>	<b>Ability to handle and settle claims =(20 points)</b>	<b>20</b>
	Claim procedures to be clearly documented and relevant forms to be attached.	
	<b>Totals</b>	<b>100</b>

**NB: The minimum qualifying score required for functionality is 60% to be further evaluated in terms of the preference point systems prescribed in the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and preferential procurement regulation of 2017**

## **(5) TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1(one) year from the date of approval.
- The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
- In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit separate Tax Clearance Certificate.
- Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
- Applications for the Tax Clearance Certificates 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](http://www.sars.gov).



**(6) CONTRACT FORM**

**SECTION 1 (TO BE FILLED IN BY THE BIDDER)**

Company/Entity Registered Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

**AND WHO IS** represented herein by: (full names of signatory) \_\_\_\_\_

duly authorised to act on behalf of the Tender in his capacity as:(title) \_\_\_\_\_

**HEREBY AGREES THAT** by signing the Contract Form, the Bidder:

1. confirms that it has examined the documents listed in the Index and has accepted all the Conditions of Tender;

2. confirms that it has satisfied itself as to the correctness and validity of the tender; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

3. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to Maruleng Municipality in accordance with the:

3.1 terms and conditions stipulated in this tender document;

3.2 specifications stipulated in this tender document; and

3.3 at the price reflected in the tender document

4. agrees that the following documents shall form the Contract between the parties in the event that the Tenderer is successful:

4.1 Price Schedule- (Not applicable)

4.2 Specification

4.3 All Declarations

4.4 General Conditions of Contract; and

4.5 Special Conditions of Contract

5. accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on it in terms of this Contract.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Print name(s):  
On behalf of the Bidder (duly authorised)

<b>WITNESSES</b>	
1	.....
2.	.....
<b>DATE:</b>	

**SECTION 2 (TO BE FILLED IN BY MARULENG MUNICIPALITY)**

By signing this Contract Form Maruleng Municipality (also referred to as the 'Purchaser'):

- 1. accepts the offer submitted by ....., thereby concluding a contract with the tenderer to provide insurance services
- 2. undertakes to make payment for the services delivered in accordance with the terms and conditions of this Contract.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Print name(s):  
(Municipal Manager)

\_\_\_\_\_  
Date

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p> <p><b>DATE</b></p>
--

## **(7) SPECIFICATION**

### **1. Background**

In the normal course of business the municipality encounters numerous risks. The municipality in mitigating its risks wishes to cost effectively transfer some of it by taking out short term insurance. The MUNICIPALITY requires the services of a reputable, capable and effective bidder that is registered member of the Financial Services Board (FSB), to provide insurance broking services and claims services in all aspects of the municipality's business. The municipality invites tenders for the following: PROVISION OF SHORT TERM INSUARANCE BROKERAGE SERVICES FOR A PERIOD OF THREE (3) YEARS.

### **2. Purpose of the project**

The municipality needs to secure the services of a South African insurance broker with experience, expertise and capacity to act as an intermediary between Maruleng Municipality and the insurance market.

### **3. Scope of work**

- The bidders should be able to provide the following general insurance actions in terms of Placement, maintenance and administration of the insurance portfolio:
- Claim administration and maintenance:
- Day to day correspondence and queries:
- Monitor premium payments and refunds in accordance with accounts and statements;
- Keep the latest amendments to the legislation on insurance through workshops

### **4. Technical specification**

To cover on all municipal assets, business risks, public liability, third party liability, employer's liability, SASRIA, etc

# **SPECIFICATION FOR INSURANCE**

## **1. Background**

In the normal course of business the municipality encounters numerous risks. The municipality in mitigating its risks wishes to cost effectively transfer some of it by taking out short term insurance. The MUNICIPALITY requires the services of a reputable, capable and effective bidder that is registered member of the Financial Services Board (FSB), to provide insurance broking services and claims services in all aspects of the municipality's business. The municipality invites tenders for the following: PROVISION OF SHORT TERM INSUARANCE BROKERAGE SERVICES FOR A PERIOD OF THREE (3) YEARS.

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## **4. Technical specification**

To cover on all municipal assets, business risks, public liability, third party liability, employer's liability, SASRIA, etc

## SPECIFICATION

ASSETS TO BE INSURED		COST AS PER REGISTER	SUM INSURED
<b>Section</b>			
<b>BUILDINGS</b>			
Standard Constructed Buildings including Thatch buildings		230,042,097.68	
Graveyard and Parks			
Standard Constructed Buildings ( Contents: fire extinguishers and Air-conditioner )		902 000 000	
High mast lights, Transformers & Street lights		10,732,274.00	
Investment Properties		8,950,000.00	
<b>OFFICE CONTENTS</b>			
Furniture and Office Equipment		5,047,532.72	
Computer Equipment (Printers, servers, Laptops, keyboards, Cpu, Microphones & Speakers. Controllers , DVD, Media Switchers, Mobile digital recorder, external Hard Drive ,Network Switch, Hubs, Saver switcher etc)		9,543,906.59	
Machinery and Equipment		5,300,842.00	
Transport Assets		16,882,458.90	
Library Books (Other Assets)		103,625.41	
Intangible assets		1,084,088.80	
-Theft (Forcible & violent entry or exit)		Included	
- Loss of Rent ( up to 25% of sum insured)		Included	
- Loss of Documents		Included	
- Legal Liability (Documents)		Included	
- Increase in Cost of Working		Included	
<b>Extensions</b>			
- Riot and Strike (other than RSA and Namibia)		No	
- Leakage of Oils, Chemicals or other fluids		No	
- Reasonable Precautions		Yes	
- Locks and Keys		Yes	
<b>BUSINESS ALL RISKS</b>			
Plant and Equipment's (Compactor, Grader , TLB			

➤ Mayors Chain & Stature			
➤ Speed Cameras			
➤ Guns			
➤ Laptops			
<i>Extensions</i>			
- Increase in Cost of Working		No	
- Sum insured			
- Riot and Strike (other than RSA and Namibia)		No	
- Locks and Keys			
<i>Extensions</i>			
- Property in the open (within securely fenced off area and subject to forcible and violent entry or exit from such area)		Yes	
- Locks and Keys			
Claims preparation costs		Yes	
<b>Section B: Business Interruption</b>			
Prevention of access		No	
Increase in cost of working		Yes	
Indemnity period		6 months	
Reconstruction of data		Yes	
<b>Clauses and Extensions</b>			
Incompatibility Cover		Yes	
Telecommunications access lines		Yes	
Replacement value condition		Yes	
Riot and strikes		Yes	
Claims preparation cost		Yes	
<b>MONEY SECTION</b>			
<b>Specific Limitations</b>			
1. Money not contained in a locked safe or strong room: > in the custody of an authorized employee, Council member or principal of the insured while away from the insured Premises on a business trip anywhere in the world		Yes	
➤ While on the insured premises outside the hours during which the commercial operations of the insured are conducted		Yes	

2. In respect of loss of crossed cheque or crossed money orders crossed postal orders.		No	
3. In respect of other loss of or damage to money:			
3.1 Specific periods as follows;			
3.2 At any other time			
4. Major limit (555 000)		Yes	
5. In respect of any loss or damage to receptacles and clothing (as defined) including firearms as a result of theft of money or any attempt threat.			
<b>Extensions</b>		<b>Include</b>	
Locks and keys		Yes	
Credit Cards		No	
Vending machines		No	
<b>Personal accident (assault)</b>			
> Capital sum		Yes	
> Weekly sum		Yes	
> Medical expenses		Yes	
Riot and strikes		No	
Reasonable precaution		Yes	
Claims preparation costs		Yes	
<b>Fidelity Section</b>			
Limit any one loss		<b>Yes</b>	
Insured Persons: All employees (220)			
<b>Extensions</b>		<b>Include</b>	
Retroactive cover		Yes	
Superseded Insurance		No	
Reduction / Reinstatement of insured amount		No	
Cost of recovery (Where loss exceeds sum insured)		Yes	
Claims preparation costs		Yes	
<b>Accidental Damage</b>			
<b>- Total value of property</b>		<b>Yes</b>	
<b>- Limit of indemnity</b>			

<b>Extensions</b>			
- Claims Preparation Costs		Yes	
<b>STATED BENEFITS</b>			
<b>Details</b>			<b>Salary/ wage Roll</b>
<b>Person Insured</b>		Yes	
<b>Description of persons Insured Number of Persons (Councillors and Officials ) :</b>			
Basis of Cover: Blanket			
Cover Type: 24 Hours			
Total Annual Earnings			
<b>Circumstances</b>			
> Death - 2 times annual earnings			
> Permanent disability - such percentage of 2 times annual earnings as is specified for the particular disability		Yes	
> Temporary total disability - 100 % of average weekly earnings for period longer than 1 weeks but not longer than 104 weeks		Yes	
> Medical expenses		Yes	
<b>Maximum Limit and one event (accumulation limit)</b>			
<b>Maximum Limit and one Insured Person</b>			
<b>Extensions / Limitations</b>		<b>Include</b>	
Additional Death Benefit		Yes	
Repatriation Death Benefit		Yes	
Mobility		Yes	
Relocation		Yes	
War Risks		Yes	
24 Hours		Yes	
Business Hours Limitation		No	
Business Hours Plus Commuting Limitation		No	
Claims preparation costs		Yes	
<b>PUBLIC LIABILITY</b>			
<b>Details</b>			<b>Limit of Indemnity</b>



1. General and tenants		Yes	
2. Spread of Fire		Yes	
<b>Additional contingencies and extensions</b>		<b>Include</b>	
Wrongful arrest and defamation		Yes	
Errors and Omissions		Yes	
Products Liability and Defective Workmanship		Yes	
Comprehensive insurance on pedal cycles		Yes	
Vibration, removal and weakening of support		No	
Legal Defense cost		Yes	
Professional Liability in respect of Medical Practitioners			
Sub-limit use of firearms			
Sub-limit wrongful arrest & defamation or other Medical Officers		Yes	
Claims preparation costs		Yes	
<b>EMPLOYERS LIABILITY</b>			
<b>Details</b>			<b>Limit of Indemnity</b>
Limit	Yes		
<b>Additional contingencies and extensions</b>	<b>Include</b>		
Extended reporting - months	No		
Claims preparation costs	Yes		
<b>MUNICIPAL POLICE LIABILITY</b>			
<b>Details</b>			<b>Limit of Indemnity</b>
Limit	Yes		
<b>Additional Contingencies and Extensions</b>	<b>Include</b>		
Extended reporting - months	No		
Wrongful arrest and defamation	Yes		
Liability arising out of use of firearms	Yes		
Claims preparation costs	Yes		
<b>MOTOR THIRD PARTY LIABILITY</b>			

Limit			
Motor fleet - value up to R500 000 Comprehensive			
High value vehicles - above R500 000			
Challenger	DCY 621 L	117,920.00	
Truck Isuzu	DCT 308 L	397,220.00	
Yellow Easy Lift Machine	0	145,000.00	
UD (NISSAN DIESEL)	BZZ584L	777,500.00	
Griller	DFF 841 L	2,734,859.65	
Totota Hilux SC 2.4 GD6R RB SRX MT (White)	FFG 814 L	396,577.50	
Totota Hilux 2.0 VVTI 5MT A/C (White)	FFG 809 L	333,960.00	
Totota Hilux 2.0 VVTI 5MT A/C (White)	FFG 812 L	333,960.00	
Totota Hilux 2.0 VVTI 5MT A/C (White) & RAILS	FFK 207 L	344,957.85	
Totota Hilux 2.0 VVTI 5MT A/C (White)	FFK 208 L	333,960.00	
Totota Hilux 2.0 VVTI 5MT A/C (White)	FFG 813 L	333,960.00	
Totota Hilux 2.0 VVTI 5MT A/C (Silver)	FFG 808 L	333,960.00	
Toyota Corolla 1.6 Esteem (Super White)	FFG 803 L	368,747.50	
Toyota Corolla 1.6 Esteem (Super White)	FFG 805 L	368,747.50	
Toyota Quantum	FFK 205 L	856,750.00	
HINO 300 815 LWB CREW CAB (FFY 776 L)	FFY 776 L	605,000.00	
HINO 300 815 LWB CREW CAB (FFY 774 L)	FFY 774 L	605,000.00	
HINO 300 815 LWB CREW CAB (FFY 778 L)	FFY 778 L	605,000.00	
Bell 620G - Grader	FHS 832 L	3,394,061.74	
BMW 320D	FKS 048 L	448,260.87	
BMW 520D	FKS 046 L	580,869.57	
Caterpillar	FKF 638 L	993,443.77	
Mahindra Bakkie	FRL 354 L	291,760.00	
Caterpillar 426F2	FSB053 L	992,296.31	
Mahindra Bakkie	FFL653 L	188,685.65	
<b>Extensions applicable</b>		<b>Include</b>	
Medical expenses		Yes	
Car Hire ( only for Mayor and Speaker)		Yes	
Loss of keys		Yes	
Theft or attempted theft of radios / Sound equipment		Yes	
Wreckage removal		Yes	
Fire Extinguishing Expenses		Yes	
Riot and Strike		Yes	
Claims preparation costs		Yes	

<b>MOTOR FLEET LIABILITIES</b>			
<b>Liability to Third Parties</b>			
1. Passenger Liability: Fare Paying Passengers		Yes	
2. Passenger Liability - Other		Yes	
Any other event and the aggregate of a and b		Yes	
<b>Extensions applicable</b>		<b>Include</b>	
Contingent Liability		No	
Unauthorized Passenger Liability		No	
Conveyance of explosives		No	
Additional claims preparation costs		Yes	
<b>EXCESS LAYER LIABILITIES</b>			
Property Damage and Personal Injury		Yes	
<b>Additional Contingencies and Extensions</b>		<b>Include</b>	
Advertising Liability		Yes	
Use of firearms		No	
Municipal Police Liability		No	
Wrongful Arrest and Defamation		Yes	
Errors and Omissions		Yes	
Products Liability and Defective Workmanship		Yes	
Medical Malpractice		Yes	
Spread of Fire		No	
Motor Liability		No	
Employers Liability		Yes	
Claims Preparation cost		Yes	
SASRIA For councilor's Properties		27	

## **(8) CONDITIONS OF TENDER**

**ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.**

6.1 No tender will be considered unless submitted on Maruleng Municipality tender document.

6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.

6.3 Tenders must be properly completed and deposited, on or before the closing date and before the closing time, in the relevant tender box at No. 64 Springbok Street, Hoedspruit, Finance Department. If the tender submission is too large to fit in the allocated box, please enquire at supply chain office no 20 for assistance.

6.4 The municipality reserves the right to accept:

6.4.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;

6.4.2 a tender which is not substantially or materially different from the tender Specification.

6.5 The municipality shall not consider tenders that are received after the closing date and time for such a tender.

6.6 The municipality will not be held responsible for any expenses incurred by Tenderers in preparing and submitting tenders.

6.7 The municipality may, after the closing date, request additional information or clarification of tenders in writing.

6.8 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.

6.9 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.

6.10 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.

### **6.11 Resolutions and Authorities**

A tender submitted:

6.11.1 by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{{(17) Authority to Sign Bid Document on page 54 to be completed}};**

6.11.2 by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **{{(17) Authority to Sign Bid Document on page 54 to be completed}};**

6.11.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written authority from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf.

#### **6.12 Partnerships/Consortiums/Joint Ventures**

In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the tender document.

#### **6.13 Validity Period**

6.13.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90 days** from the closing date or for such extended period as may be applicable.

6.13.2 The tender amount will not be amended during the aforesaid validity period.

6.13.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.

6.13.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.

6.13.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 6.8 above will apply to such withdrawal.

6.14 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.

#### **6.15 Tax clearance**

6.15.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

6.15.2 Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such Tenderer is registered for income tax/VAT purposes.

## **(9) GENERAL CONDITIONS OF CONTRACT**

### *General Conditions of Contract*

#### **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 (GCC) 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.



- 1.11 **“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.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“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.
- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“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.
- 1.18 **“Day”** means calendar day.
- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“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.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **“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.
- 1.26 **“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.

- 1.27 **“GCC”** means the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 who is a female; and/or
- 1.29.3 who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 **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 subbidders) 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.
- 1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 **“Parliament”** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 **“Person”** includes reference to a juristic person.
- 1.38 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.39 **“Purchaser”** means the organization purchasing the goods.
- 1.40 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.

- 1.41      **“Republic”** or **“RSA”** means the Republic of South Africa.
- 1.42      **“RFP”** means Request for Proposal.
- 1.43      **“RFT”** means Request for Bid.
- 1.44      **“RFQ”** means Request for Quotation.
- 1.45      **“SCC”** means the Special Conditions of Contract.
- 1.46      **“Secretary”** means the Secretary to Parliament.
- 1.47      **“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.
- 1.48      **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49      **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50      **“Sub-contracting”** means the primary bidder’s assigning or leasing or making out work to, or employing another person to support such a primary bidder in the execution of part of a project in terms of the contract.
- 1.51      **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52      **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53      **“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 can be accessed electronically from [www.parliament.gov.za](http://www.parliament.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 as 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 bidder shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 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.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

- 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.

## **19. Assignment**

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

## **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subbidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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.
- 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 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 cancelling 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.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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, Parliament 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 (SARS).

### **33. Ownership and Copyright**

33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in Parliament.

33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Secretary are owned exclusively by Parliament.

**(10) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form forms part of this tender. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	20
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	80
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) level certificate issued by an authorized body or person; B-BBEE Status
  - 2) as prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit
  - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>



**(11) DECLARATION OF INTEREST**

- 1. No tender 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 tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer 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 tender.

Full Name: \_\_\_\_\_

Identity Number: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Tax Reference Number: \_\_\_\_\_

VAT Registration Number: \_\_\_\_\_

Are you presently in the service of the state\*: YES/NO

If so, furnish particulars.

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

Have you been in the service of the state for the past twelve months: YES/NO

If so, furnish particulars

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

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 tender?

**YES/NO**

If so, furnish particulars

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

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

**YES/NO**

If so, furnish particulars

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

**YES/NO**

If so, furnish particulars

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

**YES/NO**

If so, furnish particulars

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---

Full details of directors/trustees/members/shareholders

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

CERTIFICATION

I, the undersigned (name)

---

**Certify that the information furnished on this declaration form is correct. I accept that the Municipality may act against me should this declaration prove to be false.**

---

Signature

---

Date

---

Position

---

Name of Tenderer

**(12) DECLARATION FOR PROCUREMENT**

The following must be completed where the tender exceeds R10million (VAT included).

- 1. Are you by law required to prepare annual financial statements for auditing? YES/NO
  - 1.1. If YES, attach audited annual financial statements for the past three years or since the date of establishment, if established during the past three years.
- 2. Do you have any outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO
  - 2.1 If NO, this serves to certify that the Tenderer has no outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days.

2.2 If YES, provide particulars.

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- 3. Has any contract/tender been awarded to you by an organ of state during the past five years where any material, non-compliance or dispute concerning the execution of such contract/tender occurred? YES/NO

3.1 If YES, furnish particulars.

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- 4. Will any portion of goods or services be sourced from outside the Republic of South Africa, and if so what portion or is it expected that any portion of payment from the Municipality will be transferred out of the Republic? YES/NO

4.1 If YES, furnish particulars.

---

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I the under signed certified that the information provided on this schedule is correct and accept that the Municipality may act against me should this declaration proves to be false.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF TENDERER

**(13) DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Do you owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## (14) CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

## 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
6. 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



7. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
8. 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.
9. 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.
10. 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.

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

**(15) TRACK RECORD OF TENDERING ENTITY**

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

Employer	Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Delivered Expected to be Completed

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Bidder)*

DATE: .....

**(16) DEMONSTRATED EXPERIENCE**

<b>NAME OF COMPANY</b>	<b>AREA OF SPECIALISATION</b>	<b>RELEVANT EXPERIENCE</b>	<b>EXPERIENCE- FROM DATE to DATE</b>

<b>QUALIFICATIONS</b>			
<b>NAME OF KEY STAFF RESPONSIBLE FOR ADMINISTERING THIS CONTRACT</b>	<b>ACADEMIC QUALIFICATIONS</b>	<b>INDUSTRY RELATED QUALIFICATIONS</b>	<b>MEMBERSHIP IN PROFESSIONAL SOCIETIES (E.g. ECSA SAICA Reg No.'s</b>

**(17) AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:**

**RESOLUTION for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if the T Bidder is a CC)**

NAME OF TENDERER: \_\_\_\_\_

Meeting held at \_\_\_\_\_

(place)

On \_\_\_\_\_ (date)

RESOLVED THAT:

1. The Bidder submits a tender to the Maruleng Municipality in respect of Bid No: **MLM/SCM/27/2021: PROVISION OF SHORT TERM INSURANCE BROKERAGE SERVICES FOR A PERIOD OF THREE (3) YEARS**

2. Mr/Ms \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ and who will sign as follows:

\_\_\_\_\_  
(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender.

**Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.**

No	Name	Capacity	Signature
1			
2			
3			
4			
5			

**(18) FINANCIAL REFERENCES**

**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

<b>DETAILS OF THE BANK</b>	<b>BANK DETAILS APPLICABLE TO BIDDER</b>
Name of Bank	
Account number	
Type of account, (i.e. cheque account)	
Branch name & code	
Type of account, (i.e. cheque account)	

***Attach Bank letter with Company Bank Rating***

**PLEASE ATTACH THE BANK CONFIRMATION**

**BANKING DETAILS FOR MARULENG MUNICIPALITY:**

**BANK NAME: STANDARD BANK**

**ACCOUNT NO: 033355487**

**ACCOUNT HOLDER: MARULENG MUNICIPALITY**

**BRANCH NAME: HOEDSPRUIT**

**BRANCH CODE: 052752**

**TYPE: CURRENT**

**REFERENCE: TENDER (NAME OF YOUR COMPANY)**