

**ALFRED DUMA LOCAL MUNICIPALITY  
DEPARTMENT OF BUDGET AND TREASURY**



**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT -TERM INSURANCE  
BROKER FOR THE ALFRED DUMA LOCAL  
MUNICIPALITY FOR A PERIOD OF THREE YEARS**

**Department Budget and Treasury  
P. O Box 29  
LADYSMITH 3370**

**Telephone: 036 637 2231  
E-mail: [finance@alfredduma.gov.za](mailto:finance@alfredduma.gov.za)**

**BIDDERS'S NAME.....**

**INITIAL.....**

**1**

**COMPANY NAME.....**

**ALFRED DUMA LOCAL MUNICIPALITY**  
**DEPARTMENT OF BUDGET AND TREASURY**  
**APPOINTMENT OF A SHORT -TERM INSURANCE BROKER FOR THE ALFRED**  
**DUMA LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS**

**INDEX TO BID DOCUMENTS**

1. INVITATION TO BID
2. CONDITIONS OF BID
3. GENERAL CONDITIONS OF CONTRACT
4. SPECIAL CONDITIONS OF CONTRACT
5. SPECIFICATION OF CONTRACT
6. FORMS TO BE COMPLETED BY THE BIDDER
  - a) FORM OF BID
  - b) TAX CLEARANCE CERTIFICATE
  - c) PRICING SCHEDULE
7. DECLARATION OF INTEREST
8. PROCUREMENT DOCUMENTS
  - a) PREFERENCE POINTS CLAIM FORM (MBD 6.1)
9. DECLARATION WITH REGARD TO COMPANY/FIRM
10. DECLARATION WITH REGARD TO CERTIFICATE FOR LOCAL PRODUCTION  
&CONTENT
11. DECLARATION WITH REGARD TO EQUITY
  - a) CONTRACT FORM – RENDERING SERVICES (MBD 7.2)

INITIAL.....

2

COMPANY NAME.....

- b) DECLARATION OF BIDDER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES (MBD 8)
- c) CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
- d) PARTICULARS OF BIDDER
- e) DECLARATION OF INTEREST
- f) ENQUIRY CONTACT DETAILS

12. PRICING SCHEDULE

13. CHECK LIST

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

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DUMA LOCAL MUNICIPALITY FOR A  
PERIOD OF THREE YEARS**

**INVITATION TO BID**

**ALFRED DUMA LOCAL MUNICIPALITY**

**INVITATION TO BID**

**BID NO. DF 07/2024: APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR THE ALFRED DUMA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**

**PRE-QUALIFICATION CRITERIA**

1. **Acceptable bids will be evaluated by using a system that awards points on the basis of 80/20 preferential point system of which 80 is for price and 20 is for Ownership as Specific Goal.**
2. **Race (HDI) 5/20- Ownership verification will be conducted in line with the Central Supplier Database and also by BBBEE scorecard attributes AND**
3. **RDP Goals 15/20- the bidding company to prove that it is located in the Alfred Duma Local municipal area.**

Bid documents are obtainable from **Thursday 25 April 2024.**

4. **COMPULSORY BRIEFING SESSION AND SITE INSPECTION: Friday 10 May 2024 at 10:00 at the Legal Services Boardroom, Lister Clarence Building, 221 Murchison Street, Ladysmith.**
5. **CLOSING AND OPENING DATE, TIME AND VENUE: Friday 31 May 2024 at 11:00 in Room 206 – Lister Clarence Building, 221 Murchison Street, Ladysmith.**

**BID ENQUIRIES**

Bid enquiries are to be addressed to Ms M Khanyeza at Tel No. 036 637 2231.

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**BID SUBMISSION**

Sealed bids with the contract number and description of the bid endorsed on the envelope, with the bidders' details clearly indicated, must be deposited into the bid box located in the Public Entrance Door, Ground Floor of the Lister Clarence Building, 221 Murchison Street, Ladysmith on or before the closing date and time. Bids received after the said closing date and time and not clearly marked as prescribed, will not be considered. Facsimile and emailed bids will not be accepted.

Bid documents may only be submitted on the original bid documentation form as issued by the Municipality.

The following documents are mandatory:

- 1.Up to date Municipal Rates and Service Charges and Water Statements where the company is located.
- 2.Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
- 3.CSD Report

**NB: Please note that the Municipality will only consider a service provider who is registered on the Central Suppliers Database (CSD).**

**FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSIONS WILL INVALIDATE YOUR BID.**

INITIAL.....

5

COMPANY NAME.....

**THE FOLLOWING IS APPLICABLE TO ALL BIDS:**

- **BIDDERS NEED TO SCORE A MINIMUM OF 70% TO BE ELIGIBLE FOR THE SECOND ROUND OF EVALUATION.**

**PLEASE NOTE:**

1. **BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE FOLLOWING, NAMELY QUALIFICATIONS DOCUMENTS AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.**

Alfred Duma Local Municipality is not bound to accept the lowest bid and reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

**NOTICE NO. 28/2024**

**DATED: 16/04/2024**

**SS NGIBA**

**MUNICIPAL MANAGER**

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

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**APPOINTMENT OF A SHORT -TERM  
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OF THREE YEARS**

**CONDITIONS OF CONTRACT**

**ALFRED DUMA LOCAL MUNICIPALITY**  
**DEPARTMENT OF BUDGET AND TREASURY**

**APPOINTMENT OF A SHORT -TERM INSURANCE BROKER FOR THE ALFRED DUMA LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS**

**CONDITIONS OF THE BID**

**A. GENERAL**

4. Bid documents must be completed in black ink and prices must include VAT.
5. **All pages and annexures must be initialed / sign in full signature where required.**
6. The lowest or any bid will not necessarily be accepted and Alfred Duma Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
7. No bid will be accepted by fax or e-mail.
8. Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.
9. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
10. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
11. Only bids on ALFRED DUMA LOCAL MUNICIPALITY official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
12. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
13. Should it be considered necessary by the bidder that officials of ALFRED DUMA LOCAL MUNICIPALITY should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
14. This contract will be governed by ALFRED DUMA LOCAL MUNICIPALITY “Conditions of the Bid” only and not any conditions supplied by the bidder.
15. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
16. If items are not bid for a line must be drawn through the space in pen.

INITIAL.....

8

COMPANY NAME.....

17. Only bids received by **11:00** on the given closing date in the bid box will be considered.

**B. DEMONSTRATIONS AND INSPECTIONS**

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the ALFRED DUMA LOCAL MUNICIPALITY or any other area within the boundary of the ALFRED DUMA LOCAL MUNICIPALITY, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Alfred Duma Area, all costs to attend such demonstrations must be borne by the bidder.

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

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**GENERAL CONDITIONS OF CONTRACT**

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**APPOINTMENT OF A SHORT -TERM INSURANCE BROKER FOR THE ALFRED DUMA LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS**

**GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders

INITIAL.....

COMPANY NAME.....

19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## **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 a new product result that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

1.10 "Delivery into consignees store

or to his site”

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

1.11 "Dumping"

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

1.12"Force majeure"

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

1.13 "Fraudulent practice"

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

1.14 "GCC"

means the General Conditions of Contract.

1.15 "Goods"

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

1.16 "Imported content"

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

1.17 "Local content"

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

1.18 "Manufacture"

means the production of products in a factory using labour,

materials, components and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

INITIAL.....

15

COMPANY NAME.....

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

### **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality /municipal

entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible

currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

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

## **13. Incidental Services**

13.1 Non-applicable

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**

Non-applicable.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier

under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 Non-applicable

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance

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

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(ii) the period of restriction; and

(iii) the reasons for the restriction.

(iv) 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 Bid

Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree;and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by  
INITIAL..... 24 COMPANY NAME.....

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

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

### **32. Taxes and duties**

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

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

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

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

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restrictive practices**

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

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

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

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT -TERM  
INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A PERIOD  
OF THREE YEARS**

**SPECIAL CONDITIONS OF BID**

**ALFRED DUMA LOCAL MUNICIPALITY**  
**DEPARTMENT OF BUDGET AND TREASURY**

**APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR THE ALFRED DUMA  
LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS**

**SPECIAL CONDITIONS OF BID**

**INTRODUCTION**

Tenders are hereby invited from Short-Term Insurance Brokers for a period of 36 months that will commence from 1 July 2024.

**BACKGROUND**

The insurance portfolio of the Alfred Duma Local Municipality is made up of different types of category descriptions.

It will be required from the prospective Short-Term Insurance Broker to act as an intermediary between the Municipality and a suitable underwriter assisting the Municipality to find a policy that best suits the needs of the Municipality. It is required from the broker to provide advice on the best insurance options for the Municipality's needs and manage the entire insurance portfolio, inclusive of all the categories and its sub-categories. The emphasis will be on the most cost-effective placement of the insurance portfolio in the insurance market, taking into consideration the mitigation of business risks and financial risks exposures.

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

If the premiums and excess payments are not shown separately as specified in the Price Schedule, the tender will be deemed non-responsive and will not be considered.

All premiums must be VAT inclusive.

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

Reports must be provided to the Municipality on a monthly basis in respect of all claims measured against the total premiums paid (See example on Annexure A on page 43). In addition to this report, the insurers must provide on a monthly basis, before the third (3<sup>rd</sup>)

INITIAL.....

28

COMPANY NAME.....

working day of the following month, a report of all claims outstanding of the previous periods. The report must provide clear details that can identify the claim, including the date of incident, date reported to the insurers and details of the progress made with an indication of the outstanding information in order to finalise the claim.

The contract will be for the period of three (3) years.

Bidders must obtain a minimum of three (3) quotations on each of the policies included in this document from the different companies offering insurance to Local Authorities, and must give clear motivation on the quotes recommended and reasons where the lowest quotes were not recommended in full or for a certain policy type.

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

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

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

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

The bidder must state whether he/she/it is registered as a professional insurance broker with South African Financial Services Intermediaries Association (SAFSIA), and whether he/she/it is able to provide the necessary guarantees as required by SAFSIA.

The bidder must provide the Municipality with its SAFSIA number.

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

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

Full particulars must be provided regarding the services that will be delivered to the Alfred Duma Local Municipality. Full details must be provided of personnel (number, position, experience, etc.) that will be available to service the Municipality's account.

The escalation of brokers fees must be specified per annum for the period of three (3) years.

INITIAL.....

29

COMPANY NAME.....

**SERVICE LEVEL AGREEMENT**

a)A draft Service Level Agreement (SLA) must accompany this bid document. Negotiations will take place with the successful bidder to ensure that the contract is acceptable to both parties.

b)Negotiations in respect of said Draft Service Level Agreement (SLA) must be finalized and the document signed within fourteen (14) calendar days after the award of this contract.

c)Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

- i) cancel it's acceptance of the bid, or
- ii) extend the negotiation period without prejudice to any of it's other rights in terms of this contract or common law.

**6. RETURNABLE DOCUMENTS**

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids.

**7. MANDATORY OBJECTION PERIOD**

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT-TERM  
INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A PERIOD  
OF THREE YEARS**

**SPECIFICATION OF CONTRACT**

**ALFRED DUMA LOCAL MUNICIPALITY**  
**DEPARTMENT OF BUDGET AND TREASURY**

**APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS**

**SPECIFICATIONS**

Objectives

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

**SCOPE OF WORK**

The scope of work under this tender will consist of four (4) deliverables, namely-

- A.** Objectives of this bid relating to the responsibilities of the Short-Term Insurance Broker.
- B.** Services required from Short-Term Insurance Broker.
- C.** Responsibilities of Short-Term Insurance Broker relating to the administration of Claims.
- D.** Special conditions relating to the scope of work.

**A: OBJECTIVES OF THIS BID RELATING TO THE RESPONSIBILITIES OF THE  
SHORT-TERM INSURANCE BROKER**

- 1. The objective of this bid is for a Short-Term Insurance Broker to deal with all aspects of insurance claims on behalf of the Municipality by rendering the following services;
- 2. Placement of the insurance portfolio at the underwriters,
- 3. Maintain insurance portfolio due to additions, disposals or any other relevant changes; and
- 4. Administration of all aspects of the insurance portfolio.

**B: SERVICES REQUIRED FROM SHORT-TERM INSURANCE BROKER**

- 1. It is expected of the Short-Term Insurance Broker to provide the following services that may include but are not limited to the following:
- 2. To provide comprehensive Insurance cover for the Municipality's Portfolio in terms of its assets and liabilities.
- 3. To assist in finalising all outstanding claims that the Municipality may have from the previous Insurance Broker.
- 4. To conduct Risk Management surveys and assist the Municipality on risk management as and when required.

INITIAL.....

32

COMPANY NAME.....

5. Negotiate competitive insurance premium terms and deductibles on behalf of the Municipality and ensure premiums remain commensurate to risk.
6. To submit monthly reports to the Municipality on the progress on all insurance claims, risk control issues and other important matters raised.
7. Engage with all relevant stakeholders in order to set renewal at the commencement of the contract period.
8. Review current cover, limits and sums insured.
9. Compilation of a detailed insurance manual, as well as a full summary on the Insurance Portfolio.
10. Reconsideration and/or recommendations on rejected insurance claims.
11. Compilation of a claims procedural manual by providing a clear and user-friendly claim procedure, with a turnaround time of seven (7) days once the claim is submitted for losses / damages.
12. Provisional adjustments and endorsements on insured values and items.
13. Day-to-day correspondence and queries.
14. Reconciliation of premium payments and refunds in accordance with accounts and statements.
15. Provide training where required in terms of the policy and procedural manual.
16. The Insurance Broker must attend meetings when required (ad-hoc) by the Alfred Duma Local Municipality.
17. To appoint an assessor when required, with the prior approval of the Municipality.

**C: RESPONSIBILITIES OF SHORT-TERM INSURANCE BROKER RELATING TO THE ADMINISTRATION OF CLAIMS**

1. The administration of claims reported to the Insurance Broker may include but are not limited to the following:
2. Indicate a dedicated person/team where all claims and enquiries must be directed to.
3. Acknowledgement of receipt of claim forms and confirm all claims in writing to the Municipality within 5 days after receipt of the notification of the incident.
4. Provide statistics on all claims/ declarations made on a monthly basis to the Municipality.
5. In the event of Default Judgment being taken due to non-compliance with the time frames stipulated in the Summons, the Service Provider will be liable for the payment of the claim.

**D: SPECIAL CONDITIONS RELATING TO THE SCOPE OF WORK**

The successful service provider must conform to the following:

1. The retroactive periods as stipulated in the respective schedules must be included in the insurance portfolio when placement thereof occur.
2. The terms and conditions must remain unchanged for the duration of the contract period.
3. Engagement on any aspect of an insurance claim will be done through the broker.
4. Should the Service Provider at any stage for any reason whatsoever terminates and/or cancel its contract with the underwriter that is indicated in this tender document, the Alfred Duma Local Municipality, may with immediate effect cancel the contract entered into between the Alfred Duma Local Municipality and the

Service Provider by means of written notice to that effect and without prejudice to any of their rights to claim compensation for damages which the Alfred Duma Local Municipality may suffer because of the cancellation.

**Following are items / categories that the Municipality requires cover for and sums to be insured for:**

<b>COMBINED SECTION</b>	
INSURED AGAINST	
Fire & Explosion	
Lightning	
Collision	
Storm	
Malicious Damage and Plus other related danger	
Theft	
Total loss of an Asset	
<b>STANDARD STRUCTURES</b>	<b>INSURED AMOUNT</b>
All buildings structures, fixtures, cables and Machinery (Including Civic Centre)	885 650 182
Sports public parks structures, buildings, equipment and content	177 185 241
Substations, transformers and other electrical structures	173 435 518
Heritage buildings (monuments)	16 566 600
Roads, bridges and transport infrastructure (Including taxi ranks, traffic lights, signs etc)	7 637 750
Creche buildings structures and content	32 272 121
Retail shops buildings structures and contents	365 283
Property in the open	1 386 902
Recycling plant	1 957 470
Landfill site (fencing and weighbridge)	4 038 000
Air conditioners	7 390 311
Inventory Stock	36 300 000
Generator- Lister Clarence Building	630 410
Cemeteries	4 549 349

House owners (All Buildings of Private Houses, residential units, hostels and flats including all domestic outbuildings and all fixtures and fittings 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)	65 162 435
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<b>OFFICE CONTENT</b>	
INSURED AGAINST	
Fire & Explosion	
Lightning	
Collision	
Storm	
Malicious Damage	
Plus other related dangers	
Burglary & Theft	
<b>OFFICE CONTENT</b>	<b>INSURED AMOUNT</b>
Content insured property	38 762 579
Heritage contents	4 991 426
Theft (Forcible and violent entry / exit)	10 938 501
Loss of rent (Up to 25% of sum insured)	9 690 605
Loss of documents	110 000
Legal liability (Documents)	1 100 000
Increase in cost of working	275 000

<b>BUSINESS ALL RISKS</b>		
INSURED AGAINST		
All risks as specified below.		
<b>BUSINESS ALL RISKS</b>		<b>INSURED AMOUNT</b>
All other specified items excluding cell phones and laptops		7 043 572

INITIAL.....

COMPANY NAME.....

Specified laptops		10 663 022
Specified Tablets / I pads		348 272
External Hard drives		443 838
Tents and Containers		52 515
Speed cameras		1 004 202
Firearms		893 495
Generators		630 410
Water pumps		117 157
Survey equipment		1 636 877
Hydraulic motor		18 000
Directors personal effects		34 673
<b>MONEY</b>		
INSURED AGAINST		
<b>MONEY</b>		<b>INSURED AMOUNT</b>
Main Limit		1 146 200.00
Possession of Councillors/Employees away from insured premises on business trip		5 000
On the premises outside business hours in locked safe		55 000.00
Receptacles as a result of theft of money or attempt		1 000 000
<b>FIDELITY</b>		
INSURED AGAINST		
Loss of money and / or property as a result of fraud or dishonesty of an insured employee which result in dishonest personal financial gain for the employee concerned.		
		<b>INSURED AMOUNT</b>
Main Limit		5 043 280

<b>MACHINERY BREAKDOWN</b>
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INITIAL.....

COMPANY NAME.....

INSURED AGAINST	
Unforeseen and sudden physical damage to machinery.	
<b>MACHINERY BREAKDOWN</b>	<b>INSURED AMOUNT</b>
Specified Machinery	157 264 192

<b>STATED BENEFITS</b>	
INSURED AGAINST	
Death or bodily injury caused by accidental, violent, external and visible means.	
<b>GROUP PERSONAL ACCIDENT</b>	<b>INSURED AMOUNT</b>
Death	2 x Annual Earnings
Permanent Disability	% of Death Benefit as specified for particular disability
Temporary Total Disability	100% of weekly earnings max period of 104 weeks
<b>Councillors' information:</b>	
Number of councillors	72
Annual remuneration of Councillors	21 063 768.60
Cover required	

<b>MOTOR FLEET</b>	
INSURED AGAINST	
Comprehensive cover.	
<b>MOTOR FLEET</b>	<b>INSURED AMOUNT</b>
All Municipal Vehicles	161 000 000

<b>BUSINESS INTERRUPTION</b>	
INSURED AGAINST	
Indemnity Period :12 months	
	INSURED AMOUNT
Income (Water, electricity, abattoirs, levies)	7 886 561
Increase in cost of working	1 000 000
Additional increase in cost of working	1 000 000

<b>ELECTRINIC EQUIPMENT</b>	
INSURED AGAINST	
	INSURED AMOUNT
Specified equipment	42 241 621

<b>PUBLIC LIABILITY</b>	
INSURED AGAINST	
	INSURED AMOUNT
Wrongful arrest and defamation	2 250 000.00
Errors and omissions	2 250 000.00
Products liability and defective workmanship	2 250 000.00
Legal Defence Cost	2 250 000.00
Spread of Fire	5 000 000.00
Claims Preparation Costs	100 000.00
Municipal police liability	2 000 000.00
Sub limit use of firearms	250 000.00
Sub limit wrongful arrest and defamation	250 000.00
Pedal Cycles	Market value

INITIAL.....

COMPANY NAME.....

<b>EMPLOYERS LIABILITY</b>	
<b>INSURED AGAINST</b>	
Damages which the insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed or under contract of services with the insured.	
<b>EMPLOYERS LIABILITY</b>	<b>INSURED AMOUNT</b>
Limit of liability	10 000 000.00

<b>MOTOR THIRD PARTY LIABILITY</b>	
Limit	5 000 000

<b>SASRIA</b>	
	<b>INSURED AMOUNT</b>
SASRIA cover for all Municipal assets such buildings, plant, machinery, office content etc.	
SASRIA cover for all Municipal Councillors	

**Following are excesses that should be considered when quoting:**

<b>Category</b>	<b>Excess Amount</b>
<b>Office contents</b>	
Contents	5% minimum R5000 of each and every gross claim
Personal property of Councillors / Employees	R1500 of each and every gross claim
Locks and keys	R500 of each and every gross claim

INITIAL.....

39

COMPANY NAME.....

Account Receivable	R2 500 of each and every gross claim
<b>BUSINESS ALL RISKS</b>	
All items as per schedule	10% minimum of R2 500 of each and every claim
Laptops	10% of each and every claim minimum of R2 500
Tablets / Ipads	15% of each and every gross claim and a minimum of R2500
Glass	R2 500 of each and every gross claim
<b>THEFT</b>	
All other claims	10% and a minimum of R5000 of each and every gross claim
Theft of cables	10% and minimum of R50 000 of each and every gross claim
Goods in the open	25% and a minimum R40 000 of each gross claim
Locks and Keys	R500 of each and every gross claim
<b>MONEY</b>	
Loss or damage to money as a result of dishonest employee / councillor	Fidelity guarantee excesses applies
All other claims	10% and minimum of R2500 of each and every gross claim
Fidelity guarantee	15% of sums insured plus 15% of net claim
<b>GOODS IN TRANSIT</b>	5% and minimum of R2500 of each and every gross claim
<b>ACCIDENTAL DAMAGE</b>	10% and minimum of R2500 of each and every gross claim
<b>GROUP PERSONAL ACCIDENT</b>	

Medical expenses	R500 of each and every gross claim
TTD	7 days times excess
<b>STATED BENEFIT</b>	
Medical expenses	R500 of each and every gross claim
TTD	7 days times excess
<b>ELECTRONIC EQUIPMENT</b>	
Increase in cost of working	24 hours time excess
Reconstruction of data	R2500 of each and every gross claim
Lightning / Power surge	10% and a minimum of each and every gross claim
Tablets and Ipads	10% and a minimum of R2500 of each and every gross claim
Laptops	10% and a minimum or R2500 of each and every gross claim
Any other loss	5% and minimum of R2500 of each and every gross claim
<b>MACHINERY BREAKDOWN</b>	
Increase in cost of working	24 hours time excess
Any other loss	10% and a minimum of R100 000 of each and every gross claim
All transformers / Electrical / Reticulation claims	10% and a minimum of R 150 000 of each and every gross claim
<b>LIABILITIES</b>	
All claims	R15 000 of gross claim each and every occurrence
Portholes	R10 000 of each and every gross claim
Manhole	R20 000 of each and every gross claim
Motor third party liability any other	R15 000 of gross claim each and every occurrence
Motor third party liability private commercial up to 3500KG GVM	R5 000 of gross claim each and every occurrence

<b>MOTOR FLEET</b>	
Private type vehicle LDV's (Windscreens)	25% and a minimum of R500 of each and every gross claim
Special types, fire engines and commercial trucks (Windscreens)	25% and a minimum of R3500 of each and every gross claim
<b>Passenger cars, LDV's and minibuses 18 seaters and less</b>	
Vehicles valued up to R100 000	5% and a minimum of R3500 of each and every gross claim
Vehicles valued between R100 001 and R500 000	10% and a minimum of R5000 of each and every gross claim
Vehicles valued above R500 001	10% and a minimum of R7500 of each and every gross claim
<b>Trucks and mechanical Horses (Vehicles with a gross vehicle mass of over 3500KG, buses 19 seater and more)</b>	
Vehicles valued up to R200 000	10% and a minimum of R7500 of each and every gross claim
Vehicles valued between R200 000 and R499 000	10% and a minimum of R15 000 of each and every gross claim
Vehicles valued between R500 000 and R1000 000	10% and a minimum of R30 0000 of each and every gross claim
Vehicles valued above R1000 000	10% and a minimum of R50 000 of each and every gross claim
Special type and fire engines	20% and a minimum of R35 000of each and every gross claim
Special types i.e. Road marking and construction machinery / vehicles, refuse removal vehicles, street sweepers etc.	20% and a minimum of R50 000of each and every gross claim
<b>Tractors, Harvesters and other agricultural equipment's</b>	
Vehicles valued up to R200 000	10% and a minimum of R10 000 of each and every gross claim

Vehicles valued above R200 000	10% and a minimum of R25 000 of each and every gross claim
Lawnmowers and Trailers	10% and a minimum of R2 500 of each and every gross claim
Loss of keys	R750 each end every gross claim

### **Uninsured Property**

The following property is excluded:

1. Land, lawns, shrubs, trees, plants.
2. Driveways, pavements, roads all without hard surfaces.
3. Explosives.
4. Growing timber, growing crops and livestock.
5. Bullion, precious stones, furs (except personal effects).
6. Outstanding debts.
7. Any motor vehicle other than mobile plant used as a tool of trade, aircraft, watercraft, locomotives, rolling stock and appurtenances.
8. Property insured under a Marine Policy.
9. Erection or dismantling including materials and supplies related thereto.
10. Mining property below ground level.
11. Property damaged as a result of its undergoing any process.
12. Property in the possession of clients under lease, rental credit and suspensive sales agreements.
13. Reservoirs, contents of reservoirs, pipelines, tunnels and bridges, runways and jetties.
14. Railway locomotives and the like belonging to Transnet.
15. Property more specifically insured.

### **Uninsured Risk**

1. Property undergoing heating or drying in the process of manufacture.
2. Dishonesty of employees / family.

INITIAL.....

43

COMPANY NAME.....

3. Theft of goods in the open.
4. Unaccountable shortage due to errors and omissions.
5. Arising from dishonesty of any person not discovered within 14 working days.
6. Its own inherent defect.
7. Moth, vermin, insects, termites.
8. Its own normal wear and tear and / or gradual deterioration.
9. Its own rust, oxidization or corrosion.
10. Theft from unattended vehicles.
11. Breakdown, electrical and / or mechanical derangement.
12. Altering, bleaching, dying etc.
13. Leakage of liquid gas etc.
14. Denting, chipping or scratching.
15. Settlement or bedding down, ground removal or weakening of support.

## **LIABILITY PROGRAMME**

### **Cover**

Legal Liability to Third Parties arising out of injury and / or death and / or damage to tangible property or financial loss caused through negligence of the Insured and / or their employees or directors.

### **General:**

- Death, Bodily and Mental Injury, illness or disease to a Third Party
- Loss of or Damage to Third Party Property

### **Motor Third Party:**

- Bodily injury/death to a third party
- Loss of or damage to third party tangible property  
(Both through use of vehicles)

### **Basis of Cover**

INITIAL.....

44

COMPANY NAME.....

Claim Made.

### **Territorial Limits**

1. Gratuitous Advice.
2. Employee to Employee Extension included in Employers Liability Section.
3. Cross Liabilities.
4. Contractual Liability.
5. 60 Day Cancellation Clause.
6. Automatic Cover for Acquisitions / New Companies.
7. Loading and Offloading.
8.
  - 8.1. The Insured complying with the conditions of the Forestry Act 122 of 1984 (as amended) and any other act or regulation to the spread of fire to surrounding properties.
  - 8.2 The Limit of Indemnity and Deductible in respect of Spread of Fire are the amounts shown in the specification.
  - 8.3. The Insured shall maintain a 100-metre strip free of all vegetation, trees or any refuse around any Municipality's refuse or any other dumping area. Failure to do so will render the Insured responsible for the first R50 000 of each and every claim resulting from the spread of fire from the dumps.

### **Exclusions**

1. Pure Financial Loss.
2. All Waterborne Diseases.
3. Failure to Supply.

### **Important Notes**

The cover provided by this section in respect of liability arising out of spread of fire in fire-controlled areas is subject to:

## **EMPLOYMENT PRACTICE LIABILITY**

### **Cover**

The Insurers agree to indemnify the Insured for loss arising from any claim first made during the period of insurance and reports to Insurers for any actual or alleged unfair labour.

*Unfair Labour Practise is defined as:*

INITIAL.....

45

COMPANY NAME.....

Any actual or alleged(i) unfair discrimination against any employee in any employment policy or practice on any one or more grounds of race, gender, sex, pregnancy, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, marital status or family responsibility;  
(ii) sexual harassment including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature which  
(a) is explicitly or implicitly made a condition or term of employment; (b) creates a hostile or offensive working environment: (c) when rejected or opposed by a person becomes a basis for decisions regarding the person's employment  
(iii) defamation which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history or termination of employment;(iv) unfair dismissal, discharge or termination of employment or refusal to hire;  
(v) adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.  
(vi) failure to promote  
VII) unfair dismissal where the dismissal has been instituted in terms of section 189 of the Labour Relations Act Related,  
Act Related, continuous, repeated or causally connected unfair labour practices shall for the purpose of this policy constitute a single unfair labour practice.

## FIDELITY GUARANTEE

### Cover

Loss of money or other property of the Insured as a result of fraudulent or dishonest acts of the Insured's employees.

### Persons Insured

All employees including working directors or any person while hired or seconded from any other party providing, they are governed, controlled and directed by Alfred Duma Local Municipality in the performance of their work.

### Remarks

1. **Proof of Claims** It is necessary to prove not only the amount of your loss, but that fraud has been committed.
2. The Policy will obviously not respond to unaccountable shortages or petty pilfering. It is also important to do anything possible to identify **the employees involved in the loss.**
3. **Employment of Staff** It is advisable to check their previous references
4. Any person who ceases to be an employee will be considered as being an employee for a period of 30 days after his termination with the Company.
5. Policy includes the following Reasonable Proof of Loss Clause:

### Unidentifiable Employee Clause

It is hereby declared and agreed that if a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the persons employed and the Insured shall be unable to designate the specific person(s) causing such loss, the Insured shall nevertheless have the benefit of this insurance provided the evidence submitted reasonably establishes that the loss was, in fact, due to the fraud or dishonesty of one or more of the said persons employed and provided further that regardless of the number of persons concerned or implicated in such loss, the aggregate liability of the company for any such loss shall not exceed the amount stated in the schedule.

## **RIOT AND STRIKE (SASRIA)**

### **Territorial Limits**

Republic of South Africa

### **Cover**

Riot and Strike Insurance in terms of the standard Sasria Wording as follows:

Loss of or damage to insured property caused by:

1. Any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any Provincial, Local or Tribal Authority with force or by means of fear, terrorism or violence.
2. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change against any State or
3. Government, or any Provincial, Local or Tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.

**Any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder.**

4. Any attempt to perform any act referred to in Clauses 1, 2 or 3 above.
5. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clause 1, 2, 3 or 4 above.

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT-TERM  
INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A  
PERIOD OF THREE YEARS**

**PRICING SCHEDULE**

# PRICING SCHEDULE

The pricing schedule below must be completed by the bidder. Failure to complete the schedule will render the bid invalid which will result it in being disqualified. The price quoted is fixed for the duration of the contract. The price is therefore binding for the duration of the period of the contract.

In order to assist the bidder to complete the pricing schedule listing of the assets of the ALFRED DUMA LOCAL MUNICIPALITY is attached as **Annexure "A"**

Bidders are required to complete the pricing table below:

**\*BIDDERS ARE REQUIRED TO PROVIDE THEIR FIXED PRICES IN RESPECT OF BROKERAGE FEES ONLY.**

NO	DESCRIPTION	PRICE EXCLUSIVE OF VAT	VAT	PRICE INCLUSIVE OF VAT
1	Brokerage fee per annum.  Year 1 -			
2	Brokerage fee per annum  Year 2 -			
3	Brokerage fee per annum  Year 3 -			

**DETAILED PRICING SCHEDULE FOR YEAR 1**

<b>PRICING SCHEDULE</b>		
<b>(For proper evaluation purposes it is obligatory that the prescribed pricing schedule must be completed in full and signed.)</b>		
<b>PRICE SCHEDULE</b>		
<b>PART A - 2024/2025 PREMIUM SUMMARY FOR EVALUATION PURPOSES</b>		
<b>CATEGORY DESCRIPTION NO</b>		
<b>SECTION (As above)</b>	<b>PREMIUM</b>	<b>COMMISSION AMOUNT INCLUDED IN PREMIUM</b>
COMBINED		
OFFICE CONTENTS		
BUSINESS ALL RISK		
MONEY		
FIDELITY		
MACHINERY BREAKDOWN		
STATED BENEFITS		
MOTOR FLEET		
BUSINESS INTERRUPTION		
ELECTRONIC EQUIPMENT		
PUBLIC LIABILITY		
EMPLOYERS LIABILITY		
MOTOR THIRD PARTY LIABILITY		
<b>SUB TOTAL (A)</b>		
SASRIA - Motor		
SASRIA - Non-Motor		
SASRIA - Councillors		
<b>SUB TOTAL (B)</b>		

INITIAL.....

50

COMPANY NAME.....

DIRECTORS & OFFICERS		
<b>SUB TOTAL ( C)</b>		
ADDITIONAL FEES*:		
<b>SUB TOTAL ( D)</b>		
<b>TOTAL PREMIUM (A+B+C+D)</b>		

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT-TERM  
INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A  
PERIOD OF THREE YEARS**

**FORMS TO BE COMPLETED BY THE BIDDER**

INITIAL.....

52

COMPANY NAME.....

# ALFRED DUMA LOCAL MUNICIPALITY

## FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT: \_\_\_\_\_

FORM OF BID: \_\_\_\_\_

To: **Municipal Manager**  
**P O Box 29**  
**LADYSMITH**  
**3370**

1.6/ we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the ALFRED DUMA LOCAL MUNICIPALITY on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

1.7/ we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the ALFRED DUMA LOCAL MUNICIPALITY during the validity period of 120 days indicated and calculated from the closing time of bid;

(c)

a. this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

b. if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

c. If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

INITIAL.....

53

COMPANY NAME.....

- d. I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;
- e. this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;
- f. that this contract or part thereof shall not be ceded;
- g. the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *Domicilium citandi et executandi* in the Republic at (full address of this place):

---



---

1.8/ we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

1.9/ we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.

1.10/ we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

Are you duly authorized to sign the bid?

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBERS: \_\_\_\_\_

FACSIMILE NUMBERS: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

Refer to the under-mentioned important Conditions:

### IMPORTANT CONDITIONS

8. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.
  
9. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
  
10. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

INITIAL.....

55

COMPANY NAME.....

**DEPARTMENT OF BUDGET AND TREASURY**

**APPOINTEMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER CLEANING DETERGENTS FOR A PERIOD OF TWO (2) YEARS**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- a. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- b. 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.
- c. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- d. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- e. 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).
- f. 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.za](http://www.sars.gov.za).

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.

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

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

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

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

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

3.9.1 If yes, furnish particulars

.....  
.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

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

.....  
**Signature**  
.....

.....  
**Date**  
.....

**Capacity**

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT-TERM  
INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A  
PERIOD OF THREE YEARS**

**PROCUREMENT DOCUMENTS**

INITIAL.....

61

COMPANY NAME.....

**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
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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.

1.2 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.

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



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:

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = 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)
RDP Goals 15/20- the bidding company to prove that it is located in the Alfred Duma Local municipal area. Bidders are required to attach proof of address to earn these points	N/A	15	N/A	
Race (HDI) 5/20- Ownership verification will be conducted in line with the Central Supplier Database(CSD)	N/A	5	N/A	
		20		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

INITIAL.....

COMPANY NAME .....

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

INITIAL.....

COMPANY NAME .....

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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s 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:
  - 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;
    - General Conditions of Contract; and
    - 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 fulfilment 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 .....

INITIAL.....

COMPANY NAME .....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment 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 authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

(v) This Municipal Bidding Document must form part of all bids invited.

(vi) 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.

(vii) 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).

**(viii) 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	<p>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?</p> <p>(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).</p> <p><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></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

4.1. 1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2. 1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3. 1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>

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

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

INITIAL.....

COMPANY NAME .....

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

1. 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.

2. 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.

**3.9.1** 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.

**3.9.2** 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:

\_\_\_\_\_

INITIAL.....

COMPANY NAME .....

(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)

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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
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:
  1. prices;
  2. 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

INITIAL.....

COMPANY NAME .....

(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.

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

**PARTICULARS OF BIDDER**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder:\_\_\_\_\_

Postal Address\_\_\_\_\_

\_\_\_\_\_

Street Address\_\_\_\_\_

\_\_\_\_\_

Telephone Number\_Code\_\_\_\_\_Number\_\_\_\_\_

Cellphone Number\_\_\_\_\_

Facsimile Number Code\_\_\_\_\_Number\_\_\_\_\_

Contact Person\_\_\_\_\_

Company / Enterprise Income Tax

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

**NO / YES**

Has an original Tax Clearance Certificate been attached (MBD2)

Vat Registration\_Number\_\_\_\_\_

INITIAL.....

COMPANY NAME .....

Company Registration No \_\_\_\_\_

\_\_\_\_\_

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

 YES NO

If YES, give details and quote relevant Reference numbers and dates

\_\_\_\_\_

\_\_\_\_\_

Are you the accredited Representative in South Africa for the Goods / services offered by you?

YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorised to sign on behalf of: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**ENQUIRY CONTACT DETAILS**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY: ALFRD DUMA LOCAL MUNICIPALITY

DEPARTMENT: BUDGET AND TREASURY

CONTACT PERSON: N.F GODO

TEL: 036 637 2231

FAX: 086 214 7695

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON: M. KHANYEZA/ MR BP MVUYANA

TEL: 036- 637 2231 / EXT 1207

INITIAL.....

COMPANY NAME .....

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT-TERM  
INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A  
PERIOD OF THREE YEARS**

**FUNCTIONALITY CRITERIA**

**FUNCTIONALITY CRITERIA**

No	Description Items	Maximum Potential Score	BID EVALUATION COMMITTEE SCORES	PAGE REF NO.
1	<p><b>Company Experience</b></p> <p>The <b>Entity's</b> involvement as a service provider in rendering <b>short term insurance</b>.</p> <p><b>Local Government Experience</b></p> <ul style="list-style-type: none"> <li>• 5 completed projects – <b>15 points</b></li> <li>• 4 completed projects – <b>12 points</b></li> <li>• 3 completed projects – <b>9 points</b></li> <li>• 2 completed projects – <b>6 points</b></li> </ul> <p><b>Public sector other than local government Experience</b></p> <ul style="list-style-type: none"> <li>• 5 completed projects – <b>10 points</b></li> <li>• 4 completed projects - <b>8 points</b></li> <li>• 3 completed projects – <b>6 points</b></li> <li>• 2 completed projects – <b>4 points</b></li> </ul> <p><b>Attach signed reference letters</b></p>	25		
2	<p><b>Experience of company's lead consultant</b></p> <p>Experience and finance qualifications of company's lead consultant that will be assigned to the contract</p> <ul style="list-style-type: none"> <li>• Consultant with finance qualifications and with 5 or more years working experience as an insurance consultant – <b>15 points</b></li> <li>• Consultant with finance qualifications and with 3-4 years working experience as an insurance consultant – <b>10 points</b></li> <li>• Consultant with finance qualifications and with 2 years working experience as an insurance consultant – <b>5 points</b></li> </ul>	15		

	<b>Attach curriculum vitae CV clearly showing experience of the lead consultant and finance related qualification with certificates of the lead consultant</b>			
3	<b>Accreditation</b> Registration with Financial Sector Conduct Authority (FSCA) or Financial Intermediaries Association of South Africa (FIA) <ul style="list-style-type: none"> <li>• Registration with FSCA or FIA - <b>10 points</b></li> </ul> <b>Attach membership certificate with FSCA or FIA</b>	10		
	<b>TOTAL</b>	50		

- **BIDDERS NEED TO SCORE A MINIMUM OF 70% TO BE ELIGIBLE FOR THE SECOND ROUND OF EVALUATION.**

**ALFRED DUMA LOCAL MUNICIPALITY**

**DEPARTMENT OF BUDGET AND TREASURY**

**CONTRACT NO. DF 07/2024**

**APPOINTMENT OF A SHORT-TERM  
INSURANCE BROKER FOR THE ALFRED  
DUMA LOCAL MUNICIPALITY FOR A  
PERIOD OF THREE YEARS**

**CHECK LIST**

**CHECK LIST**

<b>NO</b>	<b>DESCRIPTION</b>	<b>TICKED BY BIDDER</b>	<b>TICKED BY MUNICIPAL REPRESENTATIVE</b>
1	Initial/ Sign of all pages		
2	Closing/ Bid Submission at 11:00		
3	Returnable documents completed		
4	Form of bid completed		
5	Original Tax Clearance Certificate attached		
6	Original valid B-BBEE Status Level Verification Certificates or certified copies		
7	Pricing Schedule completed		
8	Preferential Points Claimed		
9	Pre-Qualifications completed		
z10	All witnesses signed where it required		
11	Bid Declaration with regard to Equity completed		
12	Particulars of Bidders Completed		
13	Bid Declaration of interest Completed		
14	Contract Form MBD Form 7.2 completed		
15	Declaration of Bidders Past SCM Practice MBD Form 8 completed		

INITIAL.....

COMPANY NAME.....

16	Certificate of Independent Bid Determination MBD Form 9 completed		
17	Pricing Schedule		
18	Audited 3 year Financial statement attached		
19	Data base registration form completed		