



FRANCES BAARD DISTRICT MUNICIPALITY

INVITATION TO BID

BID: 20/21 INSURANCE COVER FOR FBDM

Frances Baard District Municipality (FBDM) hereby invites qualified service providers to submit proposals for the above-mentioned project.

This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2017 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy of Frances Baard District Municipality. FBDM is not bound to accept the lowest bid. FBDM reserves the right to partial acceptance of one or more bids.

The closing date for submissions is 10 December 2021 at 12h00. Bids will be opened in public immediately after the stated closing time.

Proposals should be clearly marked: **BID: 20/21 INSURANCE COVER FOR FBDM** and submitted to The Municipal Manager, Frances Baard District Municipality, Private Bag X 6088 Kimberly, 8300, or hand delivered to the Frances Baard District Offices: 51 Drakensberg Avenue, Carters Glen, Kimberley (for attention Mr. P. Souden).

Bid documents are obtainable at FBDM's offices during working hours or on the FBDM Website (www.francesbaard.gov.za). Enquiries on technicalities may be directed to Mrs. E. van Niekerk at tel. (053) 838 0911 and for supply chain matters to Mr. P. Souden at tel. (053) 838 0948 during office hours.

If no response is received in ninety (90) days after the closing date, consider your proposal unsuccessful.

MUNICIPAL MANAGER
Ms. M. Bogatsu

FRANCES BAARD DISTRICT MUNICIPALITY



INVITATION TO BID

BID: 20/21 INSURANCE COVER FOR FBDM

BIDDER:

ADDRESS:

.....

.....

TEL:

FAX:

BID AMOUNT (VAT Incl.)

TERMS OF REFERENCE

BIDS IN RESPECT OF THE MUNICIPALITY'S INSURANCE POLICY

Bids are invited for the insurance of the **Frances Baard District Municipality's** assets for the **2022 – 2024 year**.

Bids are requested for the following insurance classifications:

- Combined;
- Office Contents;
- Accounts receivable;
- Business all risks;
- Theft;
- Glass;
- Money;
- Fidelity;
- Group personal accident;
- Stated benefits;
- Electronic equipment;
- Public liability;
- Employers liability;
- Motor own damage;
- Motor third party liability and SASRIA.

Bids must be submitted separately for each insurance component, together with an additional bid for the insurance portfolio as a whole.

SPECIFICATIONS OF BID

1. BUSINESS OBJECTIVE

To establish a 3-year contract with an insurance broker based in South Africa to provide insurance broking services and claims services in relation to the Frances Baard District Municipality's insurance portfolio.

2. SERVICES

The services to be rendered as a short-term insurance broker over the 3-year period must include general services related to the placement, maintenance and administration of the insurance portfolio. A service plan should be drawn annually with inception of a new insurance period detailing the actions to be taken in accordance with the annual placement program as well as an annual maintenance program for claims administration. The portfolio service and maintenance plan must reflect at least the following general insurance actions:

- Internal and external discussions to set renewal and maintenance strategy;
- Internal strategy meetings;
- Estimated budgeted figures to be incorporated into corporate budget;
- Review existing cover;
- Established uninsured risks and internal self insurance capacity;
- Review cover, limits and sums insured;
- Review uninsured risks and exposures;
- Re-broking and market exercise to obtain renewal terms;
- Alignment of insurance and risk management philosophy;

- Pre-renewal meetings to discuss excess structures and alternatives for renewal;
- Presentation of renewal terms and recommended options;
- Renewal follow-up on alternative quotations;
- Confirmation of placement and 100% cover;
- Confirmation of credit rating of insurance and re-insurance markets;
- Premium allocations on recommended aggregates, self-insurance captives and service fees;
- Compilation of detailed Insurance manual as well as full summary on cover, limits, conditions and exclusions;
- Service plan on risk financing and engineering;
- Update of risk control, reports, surveys and Estimated maximum loss/Maximum possible loss;
- Check and provide issued policy as well as legal confirmation of statutory compliance;
- Claims administration and maintenance as set out in detailed specification inclusive of motor, non-motor, COID and legal liability claims;
- Six monthly claims audit and recommendations;
- Compilation of claims procedural manual in accordance with manual and electronic version;
- Post loss surveys;
- Ad hoc adjustments and endorsements on sums insured and declarations to insurers/re-insures;
- Day-to-day correspondence and queries;
- Monitor premium payments and refunds in accordance with accounts and statements;
- Ad hoc training where required in terms of policy and procedural manual.

The detailed scope will relate to the following insurance covers.

3. INSURANCE COVERS

- a. Comprehensive asset risk:
Property damage;
- b. Assets all risk catastrophe cover;
- c. Motor fleet own damage;
- d. Excess public and legal liability;
- e. Commercial crime fidelity guarantee,
- f. Principal controlled contractors all risk policy;
- g. Personal accident;
- h. Public Liability; and
- i) SASRIA.

4. CLAIMS ADMINISTRATION

1. Administration of incidents reported to the insurance broker

- The insurance broker must be able to authorize and allocate a unique claim reference number per claim and confirm per claim that the reported incident is a valid insurance claim as per the applicable insurance policy wording to the insurance and risk management section within 5 (five) working days after receipt of the notification of the incident. The insurance broker must be able to generate and submit either an interim- or final agreement of loss document per claim to the insurance and risk management section within 5 (five) working days after receipt of the applicable cost documentation.
- The insurance broker must compile a bordereaux per claim per insurance year within 5 (five) working days after the signed agreement of loss

document has been received from the insurance and risk management section in order to settle and finalize the claim.

- The insurance broker must assist the municipality with the administration of insurance claims in order to finalize all outstanding claims i.e. obtaining of reports, invoices, quotations etc.
- The insurance broker must be able to provide monthly statistics indicating the current statuses of all claims registered per insurance year not later than the 3rd working day of the following month to the insurance and risk management section.

2. Scheduling and coordinating of claims meetings

- The insurance broker must schedule and coordinate a monthly claims meeting between the municipality, insurance broker and the insurer (ad-hoc or upon request).
- The purpose of the monthly claims meeting will be to discuss the insurance claims reported by the insurance and risk management section to the insurance broker as indicated on the month statistics and to monitor the progress of all insurance claims reported to and authorized by the insurance broker as per the applicable insurance policies wordings.
- The insurance broker will schedule and coordinate meetings when required (ad-hoc) between the insurance and risk management section, insurance broker, the applicable assessors and the insurer.

PLEASE NOTE THAT IN ORDER TO QUALIFY FOR EVALUATION:

The bidder must be registered with the financial services board (FSB); and be a South African broking association. A valid certified copy of your registration certificates and numbers must be attached to your bid.

Functionality criteria

Criteria to be used for functionality:

CRITERIA	MAX POINTS (%)
Experience on specific project and expertise of key personnel	20
Approach, methodology (proposal) and work plan	20
Project management and quality of the product	10

NB: Bidders that score less than 30 points for functionality will be deemed non-compliant with the bid specification

Evaluations criteria (price)

Only fixed prices for all deliverables will be accepted. The price should be inclusive of VAT.

Price	80
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Points awarded for B-BBEE status level of contribution

B-BBEE status level of contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4

8	2
Non-compliant contributor	0

NB: In order to claim for these points, bidders are required to submit an original valid B-BBEE status level verification certificates or certified copies thereof together with their bids to substantiate their B-BBEE rating claims (see MBD 6.1 section 5).

Statutory and general

The following conditions will apply:

- Price (s) quoted must be valid for at ninety (90) days from date of your offer.
- Price quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- CSD summary report indicating that all requirements are in order (valid).
- Proof of municipal account.
- This Proposal will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2017 pertaining to the PPPF Act (No 5 of 2000) and Supply Chain Management Policy of Frances Baard District Municipality (NB: MDB forms are obtainable at FBDM Office during working hours as well as on the FBDM website: www.francesbaard.gov.za):
 - MBD 1 Invitation to bid
 - MDB 3.3 Pricing schedules
 - MBD 4 Declaration of interest
 - MBD 6.1 Preference claim in terms of the Preferential Procurement Regulations
 - MBD 7.2 Contract form
 - MBD 8 Past supply chain management practice
 - MBD 9 Certificate of independent bid determination

Disqualification factors

- All bids that do not submit an original valid tax clearance certificate.
- All bids that do not submit a proposed approach, methodology and work plan (functionality).
- Bidders that do not submit a valid certified copy of registration with (Financial Services Board – FSB) and be a South African Broking Association.
- All bids that are received late.
- Failure to complete all required bid documents.
- Terms and conditions that are not within this bid documents specifications.
- All bids that are faxed, e-mailed or telegraphed.

Frances Baard District Municipality reserves the right to accept a portion of a tender, and the lowest and/or any tender will not necessarily have to be accepted.

The closing date for submissions is **10 December 2021 at 12h00**. Proposals should be clearly marked: **BID: 20/21 INSURANCE COVER FOR FBDM** and submitted to **The Municipal Manager (Ms. M. Bogatsu), Frances Baard District Municipality, Private Bag X6088 Kimberly, 8300**, or hand delivered to the **Frances Baard District Offices, 51 Drakensberg Avenue, Carters Glen, Kimberley**. Enquiries on technicality may be directed to **Ms. O. Moseki /Mrs E. van Niekerk, tel. (053) 838 0911** and for supply chain matters to: **Mr. P. Souden at tel. (053) 838 0948 during office hours**.

FRANCES BAARD DISTRICT MUNICIPALITY

PREMIUMS FOR THE PERIOD 2022 - 2024

SECTION	Annual Premium
• Combined	
• Office Contents	
• Accounts Receivable	
• Business All Risks	
• Theft	
• Money	
• Glass	
• Fidelity	
• Group Personal Accident	
• Stated Benefits	
• Electronic Equipment	
• Public Liability	
• Employers Liability	
• Motor Own Damage	
• Motor Third Party Liability	
• SASRIA	
TOTAL PREMIUM (annual)	

COMBINED SECTION	
Property Insured	
Detail	Sum Insured Limit of Indemnity/ Compensation R
<p>PREMISES</p> <p>Description of Property</p> <ol style="list-style-type: none"> 1. All buildings; boundary walls; gates; post and fences belonging thereto 2. Plant and machinery 3. Contents 4. Thatch buildings/structures/erections and their contents 5. Stock and Materials in Trade 6. Sub-stations, mini sub-stations, transformers, etc 7. Other <ul style="list-style-type: none"> • Library an related contents • Cemeteries • Sport and recreation facilities • Stadiums • Reservoirs • All sewerage works, pump stations, etc • Property in the open • All water and purification works and pump stations • Non-Standard structures – Mobile offices (fixed) <p>PROPERTY EXCLUDED - See Attached</p>	<p>R114 042 260</p>

2. PROPERTIES EXCLUDED

- Transmission and Distribution Lines including their supporting structures (other than on or within 150 metres of the Insured's premises).
- Water-piping as well as Storm water-piping including their supporting structures (other than on or within 150 metres of the Insured's premises).
- Sewerage piping including their supporting structures (other than on or within 150 metres of the Insured's premises).
- Driveways, pavements, outdoor parking surfaces.
- Roads, Road and Rail, Bridges, Road and Rail Tunnels, Manhole Covers.
- Aircraft Runways and aprons.
- Jewellery other than Mayor Regalia.
- Land, Topsoil, Backfill, Drainage or Culverts.
- Piers, Jetties, Wharves, Viaducts, Docks.
- Property or structures in course of construction, erection, dismantling or testing or supplies in connection therewith.
- Property damaged as a result of it's undergoing any process of manufacture, conversion or treatment.
- Accounts receivable.
- Shares, Saving Certificates and the like.
- Property in possession of customers.
- Trees, Shrubs, Plants.
- Graves and Tombstones.
- Growing Timber, Growing Crops, Livestock.
- Aircraft, Watercraft.
- Property more specifically insured under any other section of this policy except for the excess beyond the amount payable under such specific insurance.
- Property which at the time of any loss or damage is insured by or would but for the existence of this policy be insured by any Marine policy or policies except in respect of any excess beyond the amount which would have been payable under such Marine policy or policies had this insurance not been effected.

3. ADDITIONAL CONTINGENCIES AND COVER included

Motor vehicles whilst parked	R 1 000 000
Thatch structure	R 100 000

4. EXTENSIONS included

4.1 Reasonable precautions	R 10 000
4.2 Theft of immovable property	R 50 000
4.3 Malicious damage caused by thieves	R 50 000

5. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

5.1 CLAIMS PREPARATION COSTS R 100 000

5.2 FIRST AMOUNT PAYABLE

6. RATE :

7. PREMIUM :

8. PREMIUM FOR SASRIA :

9. CLAIMS :

2018/2019	2019/2020	2020/2021
NIL	R 107 116	NIL

OFFICE CONTENTS**1. PROPERTY INSURED**

CONTENTS NOT OTHERWISE INSURED **R 18 000 000**

- 1. Theft or any attempt thereat
- 2. All other perils

LOSS OF DOCUMENTS **R 100 000**

2. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

2.1 CLAIMS PREPARATION COSTS **R 100 000**

2.2 FIRST AMOUNT PAYABLE **All claims**

- 3. RATE :**
- 4. PREMIUM :**
- 5. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	R 3 238	NIL

ACCOUNTS RECEIVABLE**1. INTERESTS INSURED**

All outstanding debit balances.

2. DEFINED EVENTS

Loss or damage as a result of accident or misfortune (hereinafter termed damage) to the insured's books of account or other business books or records at the premises or at the residence of any director or partner, employee or the premises of any accountant of the insured in consequence whereof the insured are unable to trace or establish the outstanding debit balances in whole or part due to them.

3. SUM INSURED**R 300 000****4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS**

4.1 CLAIMS PREPARATION COSTS

R 100 000**4. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

BUSINESS ALL RISK**1. PROPERTY INSURED**

ITEM	DESCRIPTION OF INSURED PROPERTY	SUM INSURED
1	OTHER EQUIPMENT	R 1 307 939
2	TABLETS/IPADS	R 123 492
3	CELLULAR PHONES	-
4	LAPTOPS	R 968 054
	(SCHEDULE ATTACHED – ANNEXURE C)	
TOTAL SUM INSURED		R 2 399 485

2. ADDITIONAL CONTINGENCIES AND COVER**2.1 INCREASE IN COST OF WORKING**

Limit of Indemnity R 10 000

Locks and keys R 7 500

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

3.1 CLAIMS PREPARATION COSTS R 100 000

3.2 FIRST AMOUNT PAYABLE

4. RATE :

5. PREMIUM :

6. CLAIMS :

2018/2019	2019/2020	2020/2021
R 3 523	NIL	R 18 381

THEFT**1. PROPERTY INSURED**

The contents being the property of the Insured or for which they are responsible, whilst contained in any building used by the Insured.

2. SUM INSURED**R 50 000****3. ADDITIONAL CONTINGENCIES AND COVER INCLUDED**

3.1 Property in the open (within securely fenced off area)	Included
3.2 Full theft cover	Not included
3.3 Malicious damage	R 50 000
3.2 Locks and keys	R 7 500
3.3 Reasonable precautions	R 20 000

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

- 4.1 Stock to be stored at least 5 metres from fence.
- 4.2 Guard/Watchman to be employed on 24 hour basis in respect of goods in the open.
- 4.3 Claims to be reported to Insurers within 48 hours.
- 4.4 Portable goods that can be stored in a building (tools, wheelbarrows, forks, spades etc.) must be stored therein - failing which no theft cover will apply. All theft must be accompanied by forcible and violent entry to or exit from the premises.
- 4.5 CLAIMS PREPARATION COSTS R 100 000
- 4.6 FIRST AMOUNT PAYABLE

5. RATE :**6. PREMIUM :****7. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

MONEY**1. LIMITS OF INDEMNITY**

ITEM	PROPERTY INSURED	
1.	In respect of money not contained in a locked safe or strong room: a) in the custody of any authorised employee, council member or principal of the Insured while away from the Insured's premises on a business trip anywhere in the world.	R 5 000
	b) while on the Insured's premises outside the hours during which the business operations of the Insured are conducted.	R 5 000
2.	In respect of any other loss of or damage to money: 2.1 Specific periods 2.2 At any other time	
3.	Major limit	R 20 000

2. ADDITIONAL CONTINGENCIES AND COVER

2.1 PERSONAL ACCIDENT (ASSAULT) Included

Capital Amount R 25 000

Medical Expenses R 10 000

Reasonable precautions R 10 000

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

3.1 CLAIMS PREPARATION COSTS R 100 000

3.2 FIRST AMOUNT PAYABLE

4. RATE :

5. PREMIUM :

6. PREMIUM FOR SASRIA :

7. CLAIMS :

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

GLASS**1. PROPERTY INSURED**

Internal and external glass including mirrors, sign writing and treatment thereon,
being the property of the insured or for which they are responsible

2. SUM INSURED**R 28 000****3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS**

3.1 CLAIMS PREPARATION COSTS

R 100 000

3.2 FIRST AMOUNT PAYABLE

4. RATE :

5. PREMIUM :

6. CLAIMS :

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

FIDELITY**1. INSURED PERSONS**

All Councillors and employees of the Insured.

2. SUM INSURED

R 1 050 000

3. ADDITIONAL CONTINGENCIES AND COVER

3.1	Retroactive cover	Included
3.2	Reinstatement of insured amount	Included (once)
3.4	Losses discovered more than 24 months after being committed but not more than 36 months thereafter	Included
3.5	Cover extended on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed	Included
3.6	Computer losses	Included

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

4.1 CLAIMS PREPARATION COSTS	:	R 100 000
4.2 FIRST AMOUNT PAYABLE	:	
5. RATE	:	
6. PREMIUM	:	
7. CLAIMS	:	

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

GROUP PERSONAL ACCIDENT**1. INSURED PERSONS:****9 COUNCILLORS + MAYOR + SPEAKER**

(COVER TO BE FOR 24 HOURS WHILST BUSY WITH COUNCIL ACTIVITIES)

10 VOLUNTEERS – FIRE FIGHTING & DISASTER CASES

(COVER WHILE BUSY WITH COUNCIL ACTIVITIES)

2. CIRCUMSTANCES**COMPENSATION**

a) Death	R 150 000
b) Medical expenses	R 20 000
c) Permanent Disability	Such percentage of the death benefit as is specified for the particular disability
d) Temporary Total Disability	R 500 per week for a period longer than 7 days but no longer than 104 weeks

3. EXTENTIONS/LIMITATIONS included

a) Additional death benefit	R 10 000
b) Repatriation costs	R 10 000
c) Mobility	R 10 000
d) Relocation	R 10 000

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS ADDITIONAL TERMS AND CONDITIONS INCLUDED

4.1 BUSINESS HOURS LIMITATION	Included
4.2 CLAIMS PREPARATION COSTS	R100 000

7 day franchise in respect of temporary total disability

R 500 excess medical costs

5. PREMIUM :**6. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

STATED BENEFITS**1. INSURED PERSONS****131 Employees****(COVER TO BE FOR 24 HOURS WHILST BUSY WITH COUNCIL ACTIVITIES)****2. CIRCUMSTANCES COMPENSATION**

- a) Death NIL
- b) Permanent Disability NIL
- c) Temporary Total Disability NIL
- d) Medical Expenses NIL

3. EXTENTIONS/LIMITATIONS included

- a) Additional death benefit NIL
- b) Repatriation costs R 100 000
- c) Mobility NIL
- d) Relocation NIL

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS ADDITIONAL TERMS AND CONDITIONS INCLUDED

- 4.1 BUSINESS HOURS LIMITATION Included
- 4.2 CLAIMS PREPARATION COSTS R 100 000

7 day franchise in respect of temporary total disability
R 500 excess medical costs

5. PREMIUM :**6. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

ELECTRONIC EQUIPMENT**1. MATERIAL DAMAGE****SUM INSURED**

Hardware/Accessories
Specified Equipment

R 7 673 453

Laptops Computers

R 968 054

(Schedule attached – Annexure B)

2. BUSINESS INTERRUPTION

2.1 Additional increased cost of working

R 1 000 000

2.2 Reconstruction of Data

R 1 000 000

3. INDEMNITY PERIOD

A maximum of 6 months.

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENT, ADDITIONAL TERMS AND CONDITIONS.

4.1 TELECOMMUNICATION ACCESS LINES

Included

4.2 INCOMPATIBILITY COVER

Included

4.3 CLAIMS PREPARATION COSTS

R 100 000

5. PREMIUM :

6. PREMIUM FOR SASRIA :

7. FIRST AMOUNT PAYABLE :

Power Surge/Lightning :

Reconstruction of data :

All other claims :

Time Excess :

8. CLAIMS :

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

PUBLIC LIABILITY

LIMITS OF INDEMNITY
Any one event or series of
events with one original
cause or source

1. GENERAL

a) Primary	R2 000 000
b) Umbrella	R23 000 000

2. ADDITIONAL CONTINGENCIES AND EXTENSIONS included

2.1 Wrongful arrest and defamation	R 250 000
2.2 Errors & Omissions	R 250 000
2.3 Products Liability and Defective Workmanship	R 2 250 000
2.4 Legal Defence Costs	R 250 000
2.5 Professional Liability in respect of Medical Practitioners or other Medical Officials	R 250 000
2.6 Spread of fire	R 5 000 000
2.7 Municipal policy liability	R 2 000 000
2.8 Sub-limit use of firearms	R 250 000
2.9 Sub-limit wrongful arrest & defamation	R 250 000

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

3.1 CLAIMS PREPARATION COSTS	R 100 000
3.2 FIRST AMOUNT PAYABLE	

4. PREMIUM :**5. TOTAL ANNUAL REVENUE :** R 135 637 409**6. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

ENDORSEMENT: SPREAD OF FIRE

The insured will maintain a strip of no less than 100 meters free of all vegetation trees or any refuse around any municipal refuse or other dumping area, failing to do so will render the insured responsible for the first R 50 000 of each and every claim resulting from the spread of fire from the dumps.

EMPLOYERS LIABILITY

LIMITS OF INDEMNITY
Any one event or series of
events with one original
cause or source

1. LIMITS OF INDEMNITY**R 2 000 000****2. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL
TERMS AND CONDITIONS**

2.1 CLAIMS PREPARATION COSTS

R 100 000

2.2 FIRST AMOUNT PAYABLE

3. PREMIUM :**4. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	NIL	NIL

MOTOR FLEET - OWN DAMAGE

1. DESCRIPTION OF VEHICLES:

1.1. OWN DAMAGE

DESCRIPTION	ESTIMATED NUMBER OF VEHICLES			LIMIT OF INDEMNITY
	COMP	TPF + T	TP	
I. Private type motor cars, minibuses seating up to 16 persons and LDV's	25			
II. Commercial Vehicles				
a) Trucks				
b) Fire Engines	2			
c) Ambulances/Emergency				
d) Tractors				
e) Trailers	2			
iii. Subsidised Vehicles				
iv. Compactors and compressors				
v. Buses and minibuses seating more than 16 persons				
vi. Special type vehicles i.e. road-making and construction machinery/vehicles, refuse removal, caravans etc.				
(SCHEDULE ATTACHED – Annexure D)				
TOTAL	29			

1.1.2 FIRST AMOUNT PAYABLE (Sub-section A only)

[illegible]

2. ADDITIONAL CONTINGENCIES AND COVER

<u>Contingencies</u>	<u>Limit</u>
2.1 Loss of Keys	R 10 000
2.2 Theft or attempted theft of telephones	(Nil)

3. DESCRIPTION OF VEHICLE

Any vehicle, the property of the Insured rented out to other Local Authorities, borrowed, used and/or leased.

4. **PREMIUM** :
5. **PREMIUM FOR SASRIA** :
6. **CLAIMS** :

2018/2019	2019/2020	2020/2021
R 50 467	R 181 023	R 9 382

MOTOR THIRD PARTY LIABILITIES**1. DESCRIPTION OF VEHICLES**

DESCRIPTION	ESTIMATED NUMBER
i. Private type of motor cars, minibuses seating up to 16 persons and LDV's.....	25
ii. Commercial Vehicles	
a) Trucks	
b) Fire Engines	2
c) Ambulances	
d) Tractors	
e) Trailers	2
iii. Motor Cycles.....	
iv. Compactors and compressors.....	
v. Special type vehicles i.e. road-making and construction machinery/vehicles, refuse removal, caravans etc.	

2. FIRST AMOUNT PAYABLE

Basic:

3. LIMITS OF INDEMNITY*Contingencies*

a) Unlimited Third Party liability with Fire and explosion Limited to	R 5 000 000
b) Passenger Liability	
i Fare paying Passengers	R 2 000 000
ii Other	R 2 000 000
c) Any other event and the aggregate of (a) and (b)	R 2 000 000

4. ADDITIONAL CONTINGENCIES AND COVER

4.1 CLAIM PREPARATION COSTS	R 100 000
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5. PREMIUM :**6. CLAIMS :**

2018/2019	2019/2020	2020/2021
NIL	NIL	R17 033

ITEM	DESCRIPTION	SUM INSURED
	ELECTRONIC EQUIPMENT	
	Servers	
1	METAL 1 GLASS SERVER CABINET	24 727
2	SONICWALL NSA 3500 FIRE SECURITY SERVER	114 865
3	HP PROLIANT 380G7 SERVER	43 700
4	SEAGATE 1TB SAS HOT-PLUG DUAL PORT HDD (SERVER 03672)	4 227
5	HP 1TB SAS HOT-PLUG DUAL PORT HDD (SERVER 03672)	4 227
6	HP 1TB SAS HOT-PLUG DUAL PORT HDD (SERVER 03672)	4 227
7	WD 1TB SAS HOT-PLUG DUAL PORT HDD (SERVER 03672)	4 227
8	WD 1TB SAS HOT-PLUG DUAL PORT HDD (SERVER 03672)	4 227
9	HP 1TB SAS HOT-PLUG DUAL PORT HDD (SERVER 03672)	4 227
10	WD 1TB SAS HOT-PLUG DUAL PORT HDD (SERVER 03672)	4 227
11	DELL EMC POWEREDGE T440 SERVER	41 923
12	DELL EMC DATA STORAGE ARRAY SERVER	683 733

	Network Switches	
13	HP PROCURVE 48 PORT SWITCH	14 320
14	RT SYSTEMS RT-D2 ROUTER	32 382
15	HP PROCURVE 3500 YL 24G SWITCH	41 974
16	HP PROCURVE 3500 YL 24G SWITCH	41 329
17	HP PROCURVE 3500 YL 24G SWITCH	41 329
18	HP PROCURVE 3500 YL 24G SWITCH	41 329
19	HP PROCURVE 3500 YL 24G SWITCH	41 329
20	HP PROCURVE 3500 YL 24G SWITCH	41 329
21	HP PROCURVE 3500 YL 24G SWITCH	41 329
22	HP PROCURVE 3500 YL 24G SWITCH	41 329
23	HP PROCURVE 3500 YL 24G SWITCH	41 329
24	HP 2510 PROCURVE SWITCH	32 984
25	HP PROCURVE MINI-GBIC VL MODULE SWITCH	10 964
26	HP PROCURVE MINI-GBIC VL MODULE SWITCH	10 964
27	HP PROCURVE MINI-GBIC VL MODULE SWITCH	15 027
28	HP PROCURVE 48 PORT SWITCH	11 048
29	HP PROCURVE 4204VL SWITCH & RPS BUNDLE	27 938
30	CISCO 2800 ROUTER	18 008
31	NETIS SPORT GIGABITE 5/6 PORT POE SWITCH	3 701
32	NETIS SPORT GIGABITE 5/6 PORT POE SWITCH	3 701
33	ARUBA 2530 48G SWITCH	23 971
34	ARUBA 2530 2530 24G POE+ SWITCH	14 466
35	WI-FI UBIQUITI UNIFI CLOUD CONTROLLER & CABLING	376 959

36	WI-FI ARUBA 2530 24G POE+ SWITCH	10 771
	Backup devices and UPS	
37	APC SMSTT-UPS VT DEVICE	144 176
38	COOPER POWER 20KWA UPS	195 441
39	COOPER UPS CONNECTION & CABLING	194 651
	Computers	
40	MECER PRELUDE 3.06 GHZ CPU	6 067
41	MECER PRELUDE MICRO CPU	5 415
42	MECER PRELUDE 2.50 GHZ CPU (MAGARENG MUNICIPALITY)	4 338
43	MECER PRELUDE 2.50 GHZ CPU	7 914
44	MECER PRELUDE 2.50 GHZ CPU	7 914
45	MECER PRELUDE 2.50 GHZ CPU	7 914
46	MECER PRELUDE 2.50 GHZ CPU	7 914
47	MECER PRELUDE 2.50 GHZ CPU	7 914
48	MECER PRELUDE 2.50 GHZ CPU	7 914
49	MECER PRELUDE 2.50 GHZ CPU	7 914
50	MECER SOLO 3.4 GHZ CPU	7 643
51	MECER SOLO 3.4 GHZ CPU	7 643
52	MECER SOLO 3.4 GHZ CPU	7 643
53	MECER SOLO 3.4 GHZ CPU	7 643
54	MECER SOLO 3.4 GHZ CPU	7 643
55	MECER SOLO 3.4 GHZ CPU	7 643
56	MECER SOLO 3.4 GHZ CPU	7 643
57	MECER SOLO 3.4 GHZ CPU	7 643
58	MECER PRELUDE CPU	7 971
59	MECER PRELUDE CPU	7 971
60	MECER PRELUDE CPU	7 971
61	MECER PRELUDE CPU	7 971
62	MECER PRELUDE CPU	7 971
63	MECER PRELUDE CPU	7 971
64	MECER PRELUDE CPU	7 971
65	MECER PRELUDE CPU	7 971
66	MECER PRELUDE CPU	7 971
67	MECER PRELUDE CPU	7 971
68	MECER PRELUDE CPU	7 971
69	MECER PRELUDE CPU	7 971
70	MECER PRELUDE CPU	7 971
71	MECER PRELUDE CPU	7 971
72	MECER PRELUDE CPU	7 971

73	MICRO ATX CPU	8 324
74	MICRO ATX CPU	8 324
75	MICRO ATX CPU	8 324
76	MICRO ATX CPU	5 912
77	MICRO ATX CPU	5 912
78	MICRO ATX CPU	5 912
79	MECER INTEL 3.5 GHZ CPU	10 436
80	MECER PRELUDE 3.7 GHZ CPU	7 466
81	LENOVO THINKCENTRE S510 CORE i5 CPU	11 272
82	LENOVO THINKCENTRE S510 CORE i5 CPU	11 272
83	MECER PRELUDE MICRO ATX CPU	11 068
84	MECER PRELUDE MICRO ATX CPU	11 068
85	LENOVO THINKCENTRE S510 CORE i5 CPU	11 272
86	LENOVO THINKCENTRE S510 CORE i5 CPU	11 272
87	LENOVO THINKCENTRE S510 CORE i5 CPU	11 272
88	LENOVO THINKCENTRE S510 CORE i5 CPU	11 272
89	LENOVO S510 CORE i5 CPU	9 075
90	LENOVO S510 CORE i5 CPU	9 075
91	LENOVO S510 CORE i5 CPU	9 075
92	LENOVO V520 SFF CPU	16 068
93	LENOVO V520 SFF CPU	16 068
94	LENOVO V520 SFF CPU	16 068
95	LENOVO V520 SFF CPU	16 068
96	LENOVO V520 SFF CPU	16 068
97	LENOVO DT V5305 CPU	11 214
98	LENOVO V520TWR COREi7-7700 CPU	17 265
99	LENOVO V520TWR COREi7-7700 CPU	17 265
100	LENOVO V520TWR COREi5-7400 CPU	10 123
101	LENOVO V520TWR COREi5-7400 CPU	10 123
102	LENOVO V520TWR COREi5-7400 CPU	10 123
103	LENOVO THINKCENTRE V520 TWR DESKTOP	9 443
104	MECER PROFICIENT E2054 CPU	17 015
105	MECER PROFICIENT E2054 CPU	17 015
	Access Control	
106	ACCESS CONTROL SYSTEM	498 711
	(INCLUDING 2 X COMP, SOFTWARE, CARD READER AND	
	DOOR READERS)	
107	ACCESS CONTROL SYSTEM – NEW ADMIN BUILDING	120 935
	(UPGRADED SOFTWARE, DUEL, BIO AND CARD READERS)	

	CCTV System	
108	CCTV RECORDING SYSTEM – 16 X HIGH RES INFRARED CAMARAS	48 077
109	CCTV RECORDING SYSTEM – 5 ADDITIONAL CAMARAS	43 162
110	CCTV RECORDING SYSTEM – NUMBERPLATE CAMARA	3 680
111	CCTV RECORDING SYSTEM - 4 x 32" LED SCREENS, CABINET & 15 CAMARAS	118 937
112	CCTV RECORDING SYSTEM - 4 x 16" DVR, 4 x 8 CHANNEL BALUN KITS	86 264
113	CCTV RECORDING SYSTEM MM - 4 CHANNEL DVR, 2 x 21.5" LED SCREENS + 2 x DOME CAMARAS, 1 x BULLET CAMARA	20 235
114	CCTV RECORDING SYSTEM - 2 x BALUN KITS & TRANSCEIVER	12 127
115	CCTV RECORDING SYSTEM - 32" DVR & MONITOR + 22 CAMARAS - NEW BUILDING	112 565
116	CCTV RECORDING SYSTEM - 3 X DOME CAMARAS	10 625
	Other Systems	
117	COMMUNICATION MANAGER PBX TELEPHONE SYSTEM	599 378
118	BOSCH CONFERENCE/SPEAKER SYSTEM	820 420
	Printers	
119	HP LASERJET 1010 PRINTER	4 071
120	HP LASERJET 1020 PRINTER	4 117
121	HP DESKJET 450 HP PRINTER	3 465
122	HP COLOUR LASERJET 4700 DN & PRINT SERVER	31 223
123	AVALON ID-CARD PRINTER	27 165
124	HP PHOTOSMART C4583 ALL IN ONE PRINTER	2 115
125	SAMSUNG SCX MONO LASER 4 IN 1 PRINTER (MAGARENG MUNICIPALITY)	3 229
126	SAMSUNG SCX MONO LASER 4 IN 1 PRINTER (DIKGATLONG MUNICIPALITY)	3 229
127	HP LASERJET P3015 PRINTER	5 093
128	HP COLOR LAZER CP3525DN PRINTER	25 565
129	HP LASERJET 5200 PRINTER	22 365
130	HP COLOUR LASERJET CP2025N PRINTER	5 969
131	HP LASERJET M1132 PRINTER	1 955
132	HP LASERJET PRO 400 COLOR MFP M475 dn PRINTER	15 208
133	HP LJ PRO 400 COLOUR M451DN PRINTER	5 752
134	KONICA MINOLTA BIZHUB C454E MULTIFUNCTION PRINTER	107 392
135	HP LASERJET PRO 300 COLOUR M35 PRINTER	4 188
136	HP LASERJET PRINTER MFP M476 DN PRINTER	19 075
137	RICOH MP2501SP 3-IN-1 PRINTER	50 867
138	HP LASERJET PRO MFP M2970DW PRINTER	5 868
139	ITEC C654E 4-IN-1 PRINTER	209 498
140	XEROX WC 7855 COLOUR 4-IN-1 PRINTER	104 139
141	BIZHUB C368 DF-629 PRINTER	163 875

142	HP LASERJET PRO M402N PRINTER	3 174
143	HP LASERJET PRO M177FW COLOUR PRINTER	5 698
144	BIZHUB C368 DF-629 PRINTER	163 875
145	HP COLOUR LASER P20 MFP 3 IN 1 PRINTER	5 920
146	HP COLOUR LASER P20 MFP 3 IN 1 PRINTER	5 920
147	ACCURIOPRESS C3080 4 IN 1 PRINTER	619 160
148	HP OFFICEJET 6950 ALL-IN-ONE PRINTER	2 785
	Projectors	
149	ACER P1165 DATA PROJECTOR & MOUNTKIT	7 710
150	ACER P3251 HDMI PROJECTOR & ACCESSORIES	7 451
151	TRIPOTT 1.8 X 1.8 MATT SCREEN	1 288
152	EPSON EBX31 PROJECTOR & PARROT TRIPOD SCREEN	12 394
153	ACER X115 3D SVGA PROJECTOR	4 953
154	ACER PJX117H 3D SVGA PROJECTOR	15 520
155	ACER PJX117H 3D SVGA PROJECTOR	15 520
156	ACER PJX117H 3D SVGA PROJECTOR	15 520
157	DELL DLP PROJECTOR – MOUNTED	12 855
158	VIVITEC SHORT THROW HDMI WXGA 3600lm PROJECTOR & MOUNTKIT	19 402
159	VIVITEC DLP 5500lm LASER PROJECTOR	93 647
	Other equipment	
160	IDEAL 5002 SHREDDING MACHINE	22 425
161	GBC DOCUBIND P400 BINDING MACHINE	10 468
162	FELLOWES STAR150 A4 BINDING MACHINE	1 502
163	HP DESIGNJET T1200 PLOTTER	84 428
164	FUJITSU SCANNER FJ6130Z	16 371
165	REXEL COMBINED ELECTRIC BINDING MACHINE	7 612
166	NEOPOST IJ40 FRANKING MACHINE	49 704
167	S605 PAPER SCHREDDER	5 856
168	REXEL AUTO +300X SCHREDDER	14 260
169	PSION WORKABOUT PRO G4 HANDHELD SCANNER	38 574
170	PSION DESKTOP DOCKING STATION	5 088
171	REXEL STYLE ENTRY LEVEL LAMINATOR	1 772
	SUBTOTAL :	7 673 453
	LAPTOPS	
1	LENOVO THINKPAD T520 NOTEBOOK & BAG	16 582
2	LENOVO THINKPAD NOTEBOOK & BAG	16 500
3	LENOVO T520 15.6 V17 NOTEBOOK & BAG	24 658

4	LENOVO V330-15IKB i7 LAPTOP	16 637
5	LENOVO THINKPAD 3230 NOTEBOOK & BAG	16 329
6	LENOVO E540CI5-4300M NOTEBOOK	8 611
7	LENOVO THINKPAD E531 NOTEBOOK & BAG	29 602
8	LENOVO E540CI5-4300M NOTEBOOK	8 611
9	LENOVO THINKPAD E530 NOTEBOOK & BAG	9 735
10	LENOVO THINKPAD E530 NOTEBOOK & BAG	9 735
11	LENOVO THINKPAD E530 NOTEBOOK & BAG	9 735
12	LENOVO THINKPAD E530 NOTEBOOK & BAG	9 735
13	LENOVO THINKPAD E530 NOTEBOOK & BAG	9 735
14	LENOVO THINKPAD E530 NOTEBOOK & BAG	9 735
15	LENOVO THINKPAD E530 NOTEBOOK & BAG	9 735
16	LENOVO E540C i5-4300M NOTEBOOK	10 203
17	LENOVO E540C i5 NOTEBOOK	15 496
18	LENOVO E540C i5-4300M NOTEBOOK	10 203
19	LENOVO E540C i5-4300M NOTEBOOK	10 203
20	LENOVO E540C i5 NOTEBOOK	15 496
21	LENOVO E540C i5-4300M NOTEBOOK	10 203
22	ACER NITRO i7-4720HQ NOTEBOOG & BAG	25 341
23	LENOVO E50-80 NOTEBOOK	9 467
24	LENOVO E50-80 NOTEBOOK	9 467
25	LENOVO E50-80 NOTEBOOK	12 995
26	ACER TRAVELMATE TMB115 NETBOOK	5 072
27	ACER TRAVELMATE TMB115 NETBOOK	5 072
28	ACER TRAVELMATE TMB115 NETBOOK	5 072
29	ACER TRAVELMATE TMB115 NETBOOK	5 072
30	PACKARD BELL ME69BMP NETBOOK	3 754
31	LENOVO E50-80 NOTEBOOK	11 498
32	HP PRO X2 G1 INTEL CORE NOTEBOOK	23 912
33	LENOVO E5180 INTEL CORE i5 NOTEBOOK	10 753
34	ACER ASPIRE ES1 AO1-131 NOTEBOOK	4 641
35	LENOVO E5180 i7 NOTEBOOK	15 731
36	LENOVO E5180 i7 NOTEBOOK	15 731
37	LENOVO E5180 INTEL CORE i5 NOTEBOOK	13 223
38	LENOVO E5180 INTEL CORE i5 NOTEBOOK	13 223
39	LENOVO E5180 INTEL CORE i5 NOTEBOOK	13 223
40	LENOVO E5180 INTEL CORE i5 NOTEBOOK	13 223
41	ACER ASPIRE ONE CLOUDBOOK NOTEBOOK	4 195
42	LENOVO IP330 i5 LAPTOP	15 209
43	INTEL CORE i5 LAPTOP	13 097
44	ACER ASPIRE ES1-132 NOTEBOOK	4 051

Annexure B

45	LENOVO IDEALPAD 110 NOTEBOOK	11 993
46	LENOVO IDEALPAD 110 NOTEBOOK	11 993
47	LENOVO IDEALPAD 110 NOTEBOOK	11 993
48	LENOVO IDEALPAD 110 NOTEBOOK	11 993
49	LENOVO IDEALPAD 110 NOTEBOOK	11 993
50	LENOVO IDEALPAD 110 NOTEBOOK	11 993
51	ACER ASPIRE ES1-132 NOTEBOOK	4 051
52	LENOVO V310 i5-7200U NOTEBOOK	9 989
53	LENOVO IP330 i5 LAPTOP	15 209
54	LENOVO IP330 i5 LAPTOP	15 209
55	LENOVO V330-15IKB i7 LAPTOP	16 637
56	LENOVO V330-15IKB i7 LAPTOP	16 637
57	LENOVO V330-15IKB i7 LAPTOP	16 637
58	LENOVO V330-151KB i5 LAPTOP	10 909
59	LENOVO V130 NOTEBOOK	12 791
60	LENOVO V130 NOTEBOOK	12 791
61	LENOVO V130 NOTEBOOK	12 791
62	LENOVO V130 NOTEBOOK	12 791
63	LENOVO V130 NOTEBOOK	12 791
64	ACER TRAVELMATE SPIN B118 LAPTOP	9 387
65	ACER TRAVELMATE SPIN B1 LAPTOP	17 135
66	LENOVO E560 THINKEDGE NOTEBOOK	18 888
67	LENOVO IDEAPAD 320 LAPTOP	13 441
68	LENOVO THINKPAD 3230 NOTEBOOK & BAG	16 329
69	DELL VOSTRO 3500 LAPTOP	14 987
70	DELL VOSTRO 3500 LAPTOP	14 987
71	DELL VOSTRO 3500 LAPTOP	14 987
72	DELL VOSTRO 3500 LAPTOP	14 987
73	DELL VOSTRO 3500 LAPTOP	14 987
74	DELL VOSTRO 3500 LAPTOP	14 987
75	ACER SPIN 1 LAPTOP ELL VOSTRO 3500 LAPTOP	6 664
76	DELL VOSTRO 3500 Core i5 LAPTOP	15 974
77	MECER DP10G 2-IN-1 LAPTOP	8 625
	SUBTOTAL :	968 054
	TOTAL SUM INSURED	R8 641 507

ANNEXURE C

ITEM	DESCRIPTION	SUM INSURED
1	PERSONAL EFFECTS AND PROPERTY OF COUNCILLORS OR EMPLOYEES AND THEIR SPOUSES WHILST ON THE BUSINESS OF THE COUNCIL BUT LIMITED TO R1000 PER PERSON	11 500
2	UNSPECIFIED OFFICE EQUIPMENT, MAYORS OFFICIAL CHAIN OF OFFICE, COUNCILLORS GOWNS, TELEVISION SETS, VCR'S, CAMARAS AND OH PROJECTORS BUT EXCLUDING ANY SPEED TESTING EQUIPMENT	172 500
3	TESTO 110 THERMOMETER & ACCECORIES	4 761
4	CANON EOS 350D SILVER DIGITAL CAMARA & TRIPOD	13 241
5	35 MM RICOH CAMARA AND FLASH	5 116
6	PANASONIC NV-M40 VIDEO CAMARA	7 017
7	AIR MONITORING EQUIPMENT AND POWER SUPPLY	106138
8	AEROSOL MONITOR	49 418
9	AIR MINOTOR TRIPOD	
10	WIND SENSOR	
11	OLYMPUS ALTRA 20 MICROSCOPE & ACCECORIES	43 223
12	GARMIN GPS 60CSX	8 279
13	CANON 350D DIGITAL CAMARA & ETS 18 - 55MM LENS & CANON 350D FLASH AND 70 - 300MM LENS	11 639
14	SONY HDD 5.1 HANDYCAM WITH BAG & CHARGER	6 350
15	DIGITAL RECORDER IKEY	3 114
16	ALLEN & HEATH MIXER WITH ACCECORIES	20 792
17	SAMSON WIRELESS CONCERT SYSTEM	5 035
18	TRIMBLE JUNO SB GPS	19 927
19	TRIMBLE JUNO SB GPS	19 927
20	TRIMBLE JUNO SB GPS	19 927
21	SONY DSC-HX1 DIGITAL CAMERA	7 025
22	TRIMBLE JUNO SC GPS	15 471
23	NIKON D3100 DSLR DIGITAL CAMARA	7 646
24	THE LASER RANGEFINDER DLE80	2 290
25	CONCRETE HAMMER	3 934
26	AUTO LEVEL C/W TRIPOD & STAFF	2 394
27	FIRMAN 5.5 KVA DIESEL ELECT GENERATOR	11 889
28	SONY CYBERSHOT DSC-W630 DIGITAL CAMARA	2 030
29	FUJIYAMA AUTO LEVEL WITH TRIPOD & STAFF	4 399
30	TOSHIBA CANVIO 3.0 EXTERNAL HARDDRIVE	1 587
31	PHILLIPS DVT 6000 VOICE RECORDER	3 821
32	SEAGATE EXPANSION 4TB EXTERNAL HARDDRIVE	3 048
33	CANON 1300D TWIN LENS CAMARA WITH ACCECORIES	8 485
34	TOSHIBA CANVIO BASICS 2.5" EXTERNAL HDD	955
35	PHILLIPS DVT4010 DIGITAL VOICE RECORDER	2 644

ANNEXURE C

36	FLUKE 62 MAX IR THERMOMETER	4 748
37	FLUKE 62 MAX IR THERMOMETER	4 748
38	FLUKE 62 MAX IR THERMOMETER	4 748
39	FLUKE 62 MAX IR THERMOMETER	4 748
40	FLUKE 62 MAX IR THERMOMETER	4 748
41	PHILLIPS DIGITAL VOICE TRACER DVT6000	3 104
42	PA INDOOR/OUTDOOR SOUND SYSTEM WITH ACCESSORIES	383 346
43	WOZIO POLLUDRONE AIR QUALITY MONITOR	290 791
	SUBTOTAL:	R1 307 939
	TABLETS/IPADS	
1	iPAD AIR 256GB WI-FI + CELLULAR - SILVER	30 873
2	iPAD AIR 256GB WI-FI + CELLULAR - SILVER	30 873
3	iPAD AIR 256GB WI-FI + CELLULAR - SILVER	30 873
4	iPAD AIR 256GB WI-FI + CELLULAR - SILVER	30 873
	SUBTOTAL:	R123 492
	CELLPHONES	
	SUBTOTAL:	R0 00
	LAPTOPS	
1	LENOVO THINKPAD T520 LAPTOP	16 582
2	LENOVO THINKPAD NOTEBOOK & BAG	16 500
3	LENOVO T520 15.6 V17 NOTEBOOK & BAG	24 658
4	LENOVO V330-15IKB i7 LAPTOP	16 637
5	LENOVO THINKPAD 3230 NOTEBOOK & BAG	16 329
6	LENOVO E540C i5-4300M NOTEBOOK	8 611
7	LENOVO THINKPAD E531 NOTEBOOK & BAG	29 602
8	LENOVO E540C i5-4300M NOTEBOOK	8 611
9	LENOVO THINKPAD E531 NOTEBOOK & BAG	9 735
10	LENOVO THINKPAD E531 NOTEBOOK & BAG	9 735
11	LENOVO THINKPAD E531 NOTEBOOK & BAG	9 735
12	LENOVO THINKPAD E531 NOTEBOOK & BAG	9 735
13	LENOVO THINKPAD E531 NOTEBOOK & BAG	9 735
14	LENOVO THINKPAD E531 NOTEBOOK & BAG	9 735
15	LENOVO THINKPAD E531 NOTEBOOK & BAG	9 735
16	LENOVO E540C i5-4300M NOTEBOOK	10 203
17	LENOVO E540C i5 NOTEBOOK	15 496

ANNEXURE C

18	LENOVO E540C i5-4300M NOTEBOOK	10 203
19	LENOVO E540C i5-4300M NOTEBOOK	10 203
20	LENOVO E540C i5 NOTEBOOK	15 496
21	LENOVO E540C i5-4300M NOTEBOOK	10 203
22	ACER NITRO i7-4720HQ NOTEBOOK & BAG	25 341
23	LENOVO E5080 i5-5200U NOTEBOOK	9 467
24	LENOVO E5080 i5-5200U NOTEBOOK	9 467
25	LENOVO E5080 NOTEBOOK	12 995
26	ACER TRAVELMATE TMB115 NETBOOK	5 072
27	ACER TRAVELMATE TMB115 NETBOOK	5 072
28	ACER TRAVELMATE TMB115 NETBOOK	5 072
29	ACER TRAVELMATE TMB115 NETBOOK	5 072
30	PACKARD BELL ME69BMP NETBOOK	3 754
31	LENOVO E5080 NOTEBOOK	11 498
32	HP PRO X2 G1 INTEL CORE i5 NOTEBOOK	23 912
33	LENOVO E5180 Intel Core i5 NOTEBOOK	10 753
34	ACER ASPIRE ES1 AO1-131 NOTEBOOK	4 641
35	LENOVO E5180 i7 NOTEBOOK	15 731
36	LENOVO E5180 i7 NOTEBOOK	15 731
37	LENOVO E5180 Intel Core i5 NOTEBOOK	13 223
38	LENOVO E5180 Intel Core i5 NOTEBOOK	13 223
39	LENOVO E5180 Intel Core i5 NOTEBOOK	13 223
40	LENOVO E5180 Intel Core i5 NOTEBOOK	13 223
41	ACER INTEL CELERON N3050 LAPTOP	4 195
42	LENOVO IP330 i5 LAPTOP	15 209
43	INTEL CORE i5 LAPTOP	13 097
44	ACER ASPIRE ES1-132 NOTEBOOK	4 051
45	LENOVO IDEALPAD 110 LAPTOP	11 993
46	LENOVO IDEALPAD 110 LAPTOP	11 993
47	LENOVO IDEALPAD 110 LAPTOP	11 993
48	LENOVO IDEALPAD 110 LAPTOP	11 993
49	LENOVO IDEALPAD 110 LAPTOP	11 993
50	LENOVO IDEALPAD 110 LAPTOP	11 993
51	ACER ASPIRE ES1-132 NOTEBOOK	4 051
52	LENOVO V310 i5-7200U NOTEBOOK	9 989
53	LENOVO V330-15IKB i7 LAPTOP	16 637
54	LENOVO V330-15IKB i7 LAPTOP	16 637
55	LENOVO V330-15IKB i7 LAPTOP	16 637
56	LENOVO IP330 i5 LAPTOP	15 209
57	LENOVO IP330 i5 LAPTOP	15 209
58	LENOVO V330-15IKB i5 LAPTOP	10 909

ANNEXURE C

59	LENOVO V130 NOTEBOOK	12 791
60	LENOVO V130 NOTEBOOK	12 791
61	LENOVO V130 NOTEBOOK	12 791
62	LENOVO V130 NOTEBOOK	12 791
63	LENOVO V130 NOTEBOOK	12 791
64	ACER TRAVELMATE SPIN B118 LAPTOP	9 387
65	ACER TRAVELMATE SPIN B1 LAPTOP	17 135
66	LENOVO E560 THINKEDGE NOTEBOOK	18 888
67	LENOVO IDEAPAD 320 LAPTOP	13 441
68	LENOVO THINKPAD 3230 NOTEBOOK & BAG	16 329
69	DELL VOSTRO 3500 LAPTOP	14 987
70	DELL VOSTRO 3500 LAPTOP	14 987
71	DELL VOSTRO 3500 LAPTOP	14 987
72	DELL VOSTRO 3500 LAPTOP	14 987
73	DELL VOSTRO 3500 LAPTOP	14 987
74	DELL VOSTRO 3500 LAPTOP	14 987
75	ACER SPIN 1 LAPTOP	6 664
76	DELL VOSTRO 3500 CORE i5 LAPTOP	15 974
77	MECER DP10G 2-IN-1 LAPTOP	8 625
	SUBTOTAL:	R968 054
	TOTAL SUM INSURED:	R2 399 485

ANNEXURE D

ITEM	DESCRIPTION	REGISTRATION	VEHICLE TYPE	COST
		MOTOR FLEET		
1	2010 ISUZU KB200 FLEETSIDE LBW	CBY 898 NC	LDV	171 300
2	2013 ISUZU KB250 LWB LE	CGR 572 NC	LDV	318 851
3	2013 ISUZU KB250 LWB LE	CGR 576 NC	LDV	318 851
4	2014 ISUZU KB250 D-TEQ LE	CKR 822 NC	LDV	334 393
5	2014 NISSAN NP200 1.6 V8	CJJ 262 NC	LDV	182 808
6	2014 NISSAN NP200 1.6 V8	CJJ 258 NC	LDV	182 808
7	2014 NISSAN NP300 2.5 TDI	CJJ 263 NC	LDV	273 583
8	2014 TOYOTA LANDCRUISER 79 4.2 D S/C	CJL 363 NC	LDV	610 475
9	2014 TOYOTA LANDCRUISER 79 4.2 D S/C	CKW 835 NC	LDV	647 849
10	2016 TOYOTA HILUX 2.5 D S/C	CMT 747 NC	LDV	348 497
11	2016 ISUZU KB 2.5 CREWCAB	CMV 319 NC	LDV	505 660
12	2016 ISUZU KB 2.5 CREWCAB	CMV 311 NC	LDV	505 660
13	2017 NISSAN NP300 2.5 D HIGH SC	CPS 006 NC	LDV	321 427
14	2017 NISSAN NP300 2.5 D HIGH DC	CPS 005 NC	LDV	319 164
15	2017 NISSAN NP300 2.5 D HIGH SC	CPS 008 NC	LDV	390 391
16	2017 NISSAN NP300 2.5 D HIGH DC	CPS 010 NC	LDV	388 127
17	2011 CHEVROLET CAPTIVA 2.4 LT	CDM 296 NC	SEDAN	389 160
18	2013 HYUNDAI 2.4 GLS H-1	CGR 575 NC	SEDAN	496 693
19	2013 CHEVROLET TRAILBLAZER 2.5 LT	CGY 587 NC	SEDAN	480 096
20	2014 TOYOTA ETIOS 1.5 XS	CJG 979 NC	SEDAN	182 846
21	2015 CHEVROLET SPARK PRONTO 1.2	CLF 791 NC	SEDAN	167 280
22	2016 NISSAN ALMERA 1.5 ACENTA	CMT 438 NC	SEDAN	281 236
23	2016 CHEVROLET CRUZE 1.6	CMV 321 NC	SEDAN	346 210
24	2016 CHEVROLET CRUZE 1.6	CMV 314 NC	SEDAN	346 210
25	2017 AUDI Q7 TDI	FBDM 1 NC	SEDAN	1 165 088
26	2013 ISUZU FTS750 FIRE TRUCK	CHM 958 NC	FIRE TRUCK	2 123 074
27	2018 SCANIA P310CB 10 000ltr WATER TANKER	CVG 023 NC	FIRE TRUCK	4 849 948
28	2011 BOERBUL TRAILER	CDL 041 NC	TRAILER	243 572
29	2015 JURGENS LT 670 TRAILER	CMK 467 NC	TRAILER	19 192.8
	TOTAL SUM INSURED			R16 910 448

ANNEXURE E

ITEM	DESCRIPTION	BUILDINGS	CONTENTS
	COMBINED SCHEDULE		
	JAN KEMPDORP – Erf 1106		
1	Clinic building utilized as offices	5 354 458	-

	KIMBERLEY – Erf 11523		
2	Frances Baard Offices	108 687 802	R18 000 000
	- Main Building		
	- Supply Chain Building		
	- Council Chambers		
	- Econohut		
	- Sink outbuilding		
		R114 042 260	
			R18 000 000

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FRANCES BAARD DISTRICT MUNICIPALITY					
BID NUMBER:	BID 20/21	CLOSING DATE:	10 DECEMBER 2021	CLOSING TIME:	12H00PM
DESCRIPTION	INSURANCE COVER FOR FBDM				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

Frances Baard District Offices (Tender Box)					
51 Drakensberg Avenue					
Carters Glen					
Kimberley					
8301					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE – SCM		CONTACT PERSON	Mrs. E. van Niekerk	
CONTACT PERSON	MR. P. Souden		TELEPHONE NUMBER	053 838 0911	
TELEPHONE NUMBER	053 838 0948		FACSIMILE NUMBER	053 861 1538	
FACSIMILE NUMBER	053 861 1538		E-MAIL ADDRESS	esmevanniekerk@fbdm.co.za	
E-MAIL ADDRESS	Phillip.souden@fbdm.co.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:BID: 20/21

CLOSING TIME 12:00

ON: 10 DECEMBER 2021

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----

R-----

R-----

R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R-----

----- days

R-----

----- days

R-----

----- days

R-----

----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

R.....

R.....

R.....

R.....

TOTAL: R.....

Name of Bidder:

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

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

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

Any enquiries regarding bidding procedures may be directed to the –

SUPPLY CHAIN MANAGEMENT

Mr. P. Souden
Tel: 053 838 0948

Or for technical information –

Mrs. E. van Niekerk
Tel: 053 838 0911

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

3.8 Do you, have any relationship

* 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.

(family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....

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

YES / NO

3.9.1 If so, furnish particulars

.....

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

YES / NO

3.10.1 If so, furnish particulars.

.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE. (A FALSE DECLARATION MAY RESULT IN CANCELLATION OF CONTRACT AND BLACK LISTING)

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (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:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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

WITNESSES

1

2

DATE:

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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