MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	**17 / 2026**	CLOSING DATE:	**18 JUNE 2026**	CLOSING TIME:	**12H00PM**
DESCRIPTION	**PROVISION OF SHORT TERM INSURANCE FOR THE PERIOD OF ONE (01) YEAR**				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MS E LUBISI
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	Eunicel@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

NONTSHINGA BEGINS JOURNEY TOWARDS THIRD BITE AT IBF TITLE

● 'The Special One' wants to get back into the ring, 'fight and be world champion again'

By **BONGANI MAGASELA**

Sivenathi Nontshinga says the universe is opening up, his life is aligning, new opportunities are appearing, and obstacles are disappearing.

The former world champion was reacting to news that his journey towards fighting for a world title is taking shape.

His trainer Colin Nathan, whose No Doubt Management is responsible for Nontshinga's career said: "I received the email and order for a world title eliminator, and the bout will be for the No 1 position against the man he defeated in [July 2] 2023 during his first reign [as IBF world junior flyweight holder] – Regie Suganob from the Philippines. Suganob's side have accepted, and so have we."

defeated Suganob on points. "I feel blessed and excited at the same time because I believe this offer came at the right time when my mind is at peace," said the man known as "The Special One".

The former two-time IBF junior flyweight world champion last fought on November 15 when he viciously knocked out Sunday Kiwale in the second round at Booysens Boxing Gym.

That was his comeback fight since losing the IBF belt to Masamichi Yabuki in Japan in October 2024. "It's been a while," said the 27-year-old fighter.

"I knew something was going to come, although not knowing exactly when. I have always been in the gym [Nathan's HotBox Gym], working hard like I was preparing for a fight. I am fit – physically, mentally and even spiritually.

"I want to get back into the ring, fight and be a world champion again."

Nontshinga respects his dance partner, who has chalked up five straight wins, three via the short route, since losing to Nontshinga. "Suganob is a pressure cooker [someone who is aggressive] and a good fighter, but I'm a boxer," said Nontshinga, who has 11 KOs in 14 wins against two defeats.

The date, venue and promoter will be determined once the two camps start negotiations. If they don't agree, the IBF will call for purse bids, which will determine the promoter, venue and date.

Boxer Sivenathi Nontshinga flanked by promoter Eddie Hearn, left, and trainer Colin Nathan./Supplied

MAKHADO MUNICIPALITY

TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from 22 May 2026 at non –refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free https://etenders.treasury.gov.za/content/advertised-tender or www.makhado.gov.za.

BID NO:	DESCRIPTION	COMPULSORY BRIEFING SESSION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES.	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME.
17 of 2026	Provision of short-term insurance for the period of one (01) year	28 May 2026 at 10:00am at Council Chamber, Civic Centre, 83 Krogh street, Makhado, 0920	80/20 preferential points with functionality	• Attach certified copy of registration with Financial Sector Conduct Authority (FSCA) certificate	Chief Financial Officer: Mr. NG Raliphada or Ms. E Lubisi at 0155193000	Ref: 8/3/2/2153 Notice no: 24/2026	18 June 2026 at 12H00pm
18 of 2026	Panel for provision of security services for period of three (03) years	29 May 2026 at 10:00am at Council Chamber, Civic Centre, 83 Krogh street, Makhado, 0920	90/10 preferential points with functionality	•Certified copy of firearm licenses for the company •Letter of good standing from PSIRA •Certified copy of proof of grade A or B security certificate for directors •Certified copy of proof of registration with PSIRA •A copy of UIF registration •Certified copy of registration with compensation commissioner (COIDA) •A copy of company liability insurance •Clearance certificate for all directors from South Africa Police Services (Finger print Clearance) •Attach three years audited financial statement (only those that are required by law)	Manager Risk Management: Mr TE Maphangwa at 0155193000	Ref: 8/3/2/2155 Notice no: 26/2026	18 June 2026 at 12H00pm

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.
Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

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

NB: All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database). A copy of a certified copy will not be accepted.

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

Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER

TENDER ADVERT FOR BID: POP 05/2026FY/PF

CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED PROFESSIONALS TO SUBMIT PROPOSALS TO BE INCLUDED IN THE JPC PANEL OF TOWN PLANNERS TO BE UTILISED ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

Bid Number	**POP 05/2026FY/PF**
Bid Description	**POP 05/2026FY/PF: REQUEST FOR PROPOSALS TO BE INCLUDED IN THE JPC PANEL OF TOWN PLANNERS TO BE UTILISED ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS**
Disqualifying Criteria	One of the Directors of the Bidding entity must be registered as a Professional Planner with the South African Council of Planners (SACPLAN) in terms of the Planning Profession Act No. 36 of 2002. **As proof for the director, bidders must submit;** **a certified copy of a valid SACPLAN registration certificate, valid at the date of the closing of tender. NB: a copy of a certified copy will not be accepted. A certified copy must not be older than 3 months from the bid closing date.** **AND** **Bidders must also submit a copy of their CK Certificate** (Close Corporation- current copy of **CK1 and/or CK2C and/or COR 20.1 and/or COR 14.3).** **NB: Bidders to ensure that CK certificates have names of the directors and ID numbers.**
Briefing Session	**No briefing session will be held**, all technical enquiries to be emailed to tenders@jhbproperty.co.za from 18th May 2026 until close of business of the 10th June 2026 and JPC to ensure that all enquiries have been responded to by no later than 15th June 2026
Document Availability Date	12h00 on the 18 May 2026
Document Cost	POP document can be downloaded from E-tenders and JPC website at no cost www.jhbproperty.co.za and www.etenders.gov.za
Closing Date	19 June 2026 at 10h30 (Telkom time)
Compliance Requirements before an award is made to the successful Bidder	• Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS). • Proof of registration of the Bidder as follows: o Natural persons- certified copy of ID document/ passport **(NB: certified ID or passport copies should not older than 3 months. Smart card IDs must be printed on both sides)** o Partnership- copy of Partnership Agreement plus IDs of all partners o Company- current CM29/COR 20.1 o Trust- letter of appointment from the Master of the High Court of SA and deed of trust o JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners o Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or sworn affidavit. • Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement. • Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement. • Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement. • In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated BBBEE certificate or sworn affidavit. • Central Supplier Database (CSD) registration not older than 30 days from bid closing date, and proof of tax compliance on closing of tender. • Company resolution for bid signing powers • The following documents must be completed and duly signed o Declaration of interest in MBD 4, o Declaration of the Bidder's Past Supply Chain Practices in MBD 8, o Certificate of Independent Bid Determination in MBD 9, and Bidders Information in JPC MBD 7 **NB: False or incorrect declaration on any of the MBD forms will not be accepted.** If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.
Evaluation Criteria	**Functionality**
Address	City of Joburg Property Company SOC Ltd, 3rd Floor (entrance level), A-Block, Forum I, 33 Hoofd Street, Braam Park Office Park, Braamfontein
Enquiries	tenders@jhbproperty.co.za

Please note the following conditions of submission:
• No late proposals will be considered. It is recommended that bids be submitted the day prior to the closing date as JPC will not approve any request for condonation of late submissions due to any unforeseeable reason resulting in such late submissions.
• City of Joburg Property Company (SOC) Ltd reserves the right not to accept any proposals/accept part of the proposals, or to withdraw the call for proposals.

Musah Makhunga
Chief Executive Officer
City of Joburg Property Company SOC Ltd 3rd Floor, Forum I Building, Braampark Office Park, 33 Hoofd Street, Braamfontein Johannesburg

Contact Details
Supply Chain Management Department
Tel: (010) 219-9000

Joburg
a world class African city

JOBURG PROPERTY COMPANY

CAT16221/1/E

LOSS RATIO

Showing Loss Ratio for Periods: 06-Jun-2025 - 23-Apr-2026

Groups

Group 1	: Brokerage	Group 5	: No Group
Group 2	: No Group	Group 6	: No Group
Group 3	: No Group	Group 7	: No Group
Group 4	: No Group	Group 8	: No Group
Date Used	: DOL	Clients	:
Excl Comm	: No		:
Excl VAT	: No		:

Filters

Insurer	: Old Mutual Insure Limited	Cover	: All
Product	: Lateral Unison Asset All Risks/Lateral Unison Public Sector	Accounts Executive	: All
Brokerage	: All	Loss Ratio Type	: Loss Ratio UW Interim & Invoiced
Brokerage Branch	: All	Underwriter	: All
Broker	: All	Client Name	: Makhado Local Municipality
Division	: All	Region	: All
Excl Windscreen	: No		

Report Totals

	Risks	Premium	Claims Incurred	Loss Ratio
	17		628 734.04	
W		1 397 322.78		45.00
E		1 232 573.59		51.01
F		1 397 322.78		45.00

			Risks	Premium	Claims Incurred	Loss Ratio
Brokerage	**Lateral Unison Insurance Brokers (Pty) Ltd**	**W**	1	1 397 322.78	628 734.04	45.00%
		E		1 232 573.59		51.01%
		F		1 397 322.78		45.00%

Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	17 Jul 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002727	Cover:	Motor Commercial	Type of Loss:	Accident	48 018.17	It is alleged by the insured's driver that they were driving before the tunnel when a springbok bumped into the vehicle
Status:	Awaiting payment confirmation from LUIB	Phone:	Work: 0155193000	Inception:	30 Jun 2025	Peril:	Accident
Insured:	Makhado Local Municipality	Make:	LDVS.....8	Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	04 Aug 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002983	Cover:	Motor Commercial	Type of Loss:	Windscreen	2 084.10	Object flew up from the vehicle infront of insured and damaged the windscreen
Status:	Awaiting payment confirmation from LUIB	Phone:	Work: 0155193000	Inception:	30 Jun 2025	Peril:	Stone
Insured:	Makhado Local Municipality	Make:	LDVS.....8	Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	06 Aug 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002993	Cover:	Motor Commercial	Type of Loss:	Liability	5 700.97	Insured reversed and scrached third party vehicle
Status:	Awaiting TP approach	Phone:	Work: 0155193000	Inception:	30 Jun 2025	Peril:	Accident With Third Party
Insured:	Makhado Local Municipality	Make:	Private....1	Model:	Private	Reg No:	TBA31
Driver Info:	NF Khantshi						
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	14 Aug 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002984	Cover:	Motor Commercial	Type of Loss:	Windscreen	2 084.10	Small crush stone fell from truck that was driving in front of the insuredrued and damaged the windscreen
Status:	Awaiting payment confirmation from LUIB	Phone:	Work: 0155193000	Inception:	30 Jun 2025	Peril:	Stone
Insured:	Makhado Local Municipality	Make:	LDVS.....8	Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	20 Aug 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002801	Cover:	Motor Commercial	Type of Loss:	Accident	21 200.00	It is alleged by the insured that they collided with the third party's vehicle
Status:	Awaiting claim documents or other info from client	Phone:	Work: 0155193000	Inception:	30 Jun 2025	Peril:	Accident
Insured:	Makhado Local Municipality	Make:	UD TRUCKS	Model:	UD TRUCKS	Reg No:	TBA 022
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	27 Aug 2025	Claims Incurred:	Description of Loss:

				Risks	Premium	Claims Incurred	Loss Ratio	
Claim No:	LAT0002-00002853	Cover:	Motor Commercial		Type of Loss:	Accident	397 915.00	It is alleged by the insured that the driver was operating the vehicle when they applied the brakes. The truck was unable to stop, which resulted in damage to the vehicle
Status:	Settled	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Accident
Insured:	Makhado Local Municipality	Make:	UD TRUCKS		Model:	UD TRUCKS	Reg No:	TBA 026
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	27 Aug 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002982	Cover:	Motor Commercial		Type of Loss:	Windscreen	5 773.84	Truck shot up stone and damaged windscreen
Status:	Settled	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Stone
Insured:	Makhado Local Municipality	Make:	TRUCKS...6		Model:	TRUCKS....3	Reg No:	TBA33
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	02 Sep 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002976	Cover:	Material Damage		Type of Loss:	Malicious damage	0.00	Malicious damage and theft at Municipality electrical distribution in Mara area
Status:	Not Taken Up	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Mailicious Damage
Insured:	Makhado Local Municipality	Make:			Model:		Reg No:	
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	06 Oct 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00002986	Cover:	Motor Commercial		Type of Loss:	Accident	5 597.86	Insured reversed, turned the steering and and damaged the vehicle aginst the parking shade king post
Status:	Awaiting claim documents or other info from client	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Accident
Insured:	Makhado Local Municipality	Make:	LDVS.....8		Model:	LDVS	Reg No:	TBA32
Driver Info:	TI Mulaudzi							
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	20 Oct 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003012	Cover:	Motor Commercial		Type of Loss:	Windscreen	0.00	The vehicle sustained stone damage to the windscreen
Status:	Duplicated	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Stone
Insured:	Makhado Local Municipality	Make:	LDVS.....8		Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	03 Nov 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003060	Cover:	Motor Commercial		Type of Loss:	Accident	0.00	It is alleged by the insured that they were driving a Nissan bakkie when they accidentally bumped into a tree while trying to avoid a pothole. It was raining at the time, and the road surface was slippery
Status:	No Cover Status	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Accident
Insured:	Makhado Local Municipality	Make:	LDVS.....8		Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	15 Dec 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003236	Cover:	Motor Commercial		Type of Loss:	Accident	21 260.00	It is alleged by the insured that the driver's vehicle was bumped while attempting to turn left into a parking space
Status:	Awaiting Authorisation	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Accident With Third Party
Insured:	Makhado Local Municipality	Make:	LDVS.....8		Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	26 Dec 2025	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003256	Cover:	Motor Commercial		Type of Loss:	Accident	101 850.00	It is alleged by the insured that the driver was driving when the vehicle suddenly fell into the river, as the bridge was covered with water and sand, causing the vehicle to lose traction and fall off the bridge
Status:	Awaiting claim documents or other info from client	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Accident
Insured:	Makhado Local Municipality	Make:	LDVS.....8		Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	14 Feb 2026	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003443	Cover:	Motor Commercial		Type of Loss:	Windscreen	3 750.00	Windscreen - Stone damage
Status:	Awaiting claim documents or other info from client	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Stone
Insured:	Makhado Local Municipality	Make:	LDVS.....8		Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli		Date of Loss:	19 Feb 2026	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003429	Cover:	Motor Commercial		Type of Loss:	Accident	6 000.00	It is alleged by the insured that their vehicle was struck by a truck, which had itself been hit by another truck.
Status:	Awaiting Assessor Report	Phone:	Work: 0155193000		Inception:	30 Jun 2025	Peril:	Accident With Third Party
Insured:	Makhado Local Municipality	Make:	ISUZU TRUCK		Model:	ISUZU TRUCK	Reg No:	TBA 021

	Risks	Premium	Claims Incurred	Loss Ratio

Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	20 Feb 2026	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003446	Cover:	Motor Commercial	Type of Loss:	Windscreen	3 750.00	Windscreen - Stone damage
Status:	Awaiting claim documents or other info from client	Phone:	Work: 0155193000	Inception:	30 Jun 2025	Peril:	Stone
Insured:	Makhado Local Municipality	Make:	LDVS.....8	Model:	LDVS	Reg No:	TBA32
Policy No:	PUBSEC-0000601	Broker:	Matshediso Seli	Date of Loss:	27 Feb 2026	Claims Incurred:	Description of Loss:
Claim No:	LAT0002-00003445	Cover:	Motor Commercial	Type of Loss:	Windscreen	3 750.00	Windscreen - stone damage
Status:	Awaiting Authorisation	Phone:	Work: 0155193000	Inception:	30 Jun 2025	Peril:	Stone
Insured:	Makhado Local Municipality	Make:	MINI BUS...9	Model:	MINI BUS	Reg No:	TBA 34

SPECIFICATION: ASSETS SHORT TERM INSURANCE FOR ONE YEAR CONTRACT

Proposals are hereby invited for all Experienced Service Providers to provide cover all municipal assets, Movable, Immovable Assets, Councillors and employees
Prospective bidders should submit detailed proposals on how the municipal assets will be covered.
Based on proposals and company profiles the functionality will be evaluated as indicated on functionality criteria table.

NB : SPECIAL PROVISIONING WILL BE REQUESTED FOR THE FOLLOWING:

- Courtesy car (SUV) for the Mayor, Speaker in the event of car accident.
- Public liability certificate for municipal stadiums

FUNCTIONALITY

Item No	Functionality Criteria		Points
1. Relevant Experience	Relevant experience maximum of 05 term contract appointment with completion certificate or appointment letters with referral letter attached. **(10 points per appointment with completion certificate or appointment with referral letter)**		50 Points
2. Registration certificate (attach certified copy)	Certified copy of Registration with Financial Sector Conduct Authority (FSCA)		35 Points
3. Financial viability (Bank rating) Attach bank stamped confirmation letter from bank stating Bank Rating	Bank Rating A	15 points	15 Points
	Bank Rating B	10 points	
	Bank Rating C	05 points	
		Total	100

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

CLAIMS ADMINISTRATION

1. Administration of claims reported to the Insurance

- The municipality report the Accident or Incident to the insurance company
- The Insurance confirm all claims received in writing after notification of the incident.
- The insurance registers the claim and gives claim number to the municipality
- The municipality will submit the accident report to the insurance company
- The Insurance will assist the municipality with the administration of claims to finalise all claims i.e. obtaining of reports, invoices, quotations etc.
- The insurance claims section will communicate with the municipality till claim is finalized or closed.
- The Insurance will provide statistics on all claims when requested by the municipality

2. **Scheduling and coordinating of claims meetings**

- The Insurance will schedule and coordinate claims meeting when required by the Municipality.
- The purpose of the meeting will be to discuss all claims as per the applicable Insurance Policies reported by the municipality and to monitor the progress of all insurance claims reported and other issues pertaining to insurance.

COST STRUCTURE

POLICYCLASS	INSURANCEPROPERTY/-INTERESTPERSONS	INSURANCELIMITS/INDEMNITY LIMIT	PRICE
1.ALL BUILDINGS COMBINED	All buildings and erections including fixtures and fittings therein, thereto or thereon, boundary walls, gates, posts and fences belonging thereto and contents contained in any building, structure or erection, including underground fuel storage tanks and their contents lamp posts and stadiums. (Buildings Standard) and (Building thatch) All substations, mini substations, transformers, electrical switchgear including fixtures and fittings related thereto	R294 723 734 R1 180 150 454,00	
2.RESIDENTAL DWELLINGS	ALL BUILDINGS HOUSES, RESIDENTIAL UNITS, HOSTELS and FLATS including all outbuildings and all fixtures and fitting therein, thereto and thereon, gates, walls and fencing belonging thereto, satellite dishes and antenna being the property of the Insured or for which they are responsible or in which the Insured. (Buildings Standard) and (Building thatch)	R14 479 767	
3.INVENTORY/ STOCK MATERIALS	1. All municipal Inventory/Stock Materials	R20 000 000	
4.All OFFICE CONTENTS	1. Office Contents	R17 530 935	
5.BUSINESS ALL RISKS	1. Laptops	R5 153 059	
	2. All Other Computer Equipments	R15 986 572	
	3. Software	R8 526 408	
6.LIBRARY BOOKS	1. All Library Books	R1 833 023	

7.SOLIDE WASTE	Solid Waste	R46 224 381	
8.MONEY	1. In respect of money contained in a locked safe, strong room and office	R100 000	
	1. Reasonable Precautions	R10 000	
	2. Claims Preparation Costs	R10 000	
9.FIDELITY GUARANTEE All employees and Councilors	1. Limit any one period	R800 000	
	2. Recovery cost	R150 000	
	3. Claims Preparation Costs	R100 000	
10.ACCIDENTAL DAMAGE	1. Limit of indemnity	R5 000 000	
	2. Claims Preparation Costs	R100 000	
11.STATED BENEFITS All employees of the insured Salary and Wage Roll R394 852625 **Work related accidental death & work-related injury cover**	1. Death	3 x annual salary	
	2. Permanent Disability	% of Death Benefit as specified for disability	
	3. Temporary Total Disability	100% of weekly earnings for 104 weeks	
	4. Medical Expenses	R30 000	
	5. Funeral Costs	R40 000	
12.PERSONAL ACCIDENT 75 Councilors Council activities Salary and Wage Roll R30 557053	1. Death	R500 000	
	2. Permanent Disability	% of Death Benefit as specified for disability	
		R5200 per week for a maximum period of 104 weeks	
	3. Temporary Total Disability	R30 000	

	4. Medical Expenses	R30 000	
	3. Funeral Costs	R40 000	
	6. Repatriation	R30 000	
13.HERITAGE ASSETS	1. All Heritage Assets	R2 160 238	
14.MACHINERY BREAKDOWN BUSINESS INTERRUPTION	1. All Machine and Equipment	R67 395 806	
15. TRANSPORT ASSETS	2.All vehicles	R82 964 719	
16.MOTOR FLEET	i. Minibuses seat up to 16 people.	Number of Units 02	
	ii. Commercial Vehicles as follows:		
	a) LDV's	Number of Units 68	
	b) Trucks	Number of Units 54	
	c) Sedan	Number of Units 13	
	d) SUV	Number of Units 04	
	e) Tractors	Number of Units 19	
	f) Emergency vehicles	Number of Units 0	
	iii. Buses and minibuses seat more than 16 persons	Number of Units 01	
	iv. Trailers	Number of Units 24	
	v. Special type vehicles (Front end loader /dozer) construction vehicles	Number of Units 01	
	vi. Graders	Number of Units 11	
	vii. TLB'S	Number of Units 8	
	viii. Compactor dresser-dozer	Number of units 01	

	ix. Fuel tanker, Compressor, Bomar and pole grapper	Number of units 07	
	TOTAL	**213**	
17. PUBLIC LIABILITY	1. General Liability (unlimited anyone period)	R5 000 000	
	2.1.Wrongful arrest and defamation	R2 250 000	
	2.2.Products liability and defective workmanship	Market value	
	2.3.Vibration, Removal or weakening of support	Market value	
	2.4.Legal Defiance Cost	R2 250 000	
18.EMPLOYERS LIABILITY	1. Limit of indemnity	R10 000 000	
	2. Claims Preparation Costs	R100 000	
19.GOODS IN TRANSIT	1. Limit per load	R150 000	
	2. Reasonable precautions	R10 000	
20.AERODROME OWNERS	Property damage	R10 000 000	
21.SASRIA (RIOT AND STRIKE AND POLITICAL RIOT)	Buildings Combined	As per the Underlying Policy	
	House-owners	As per the Underlying Policy	
	House Contents	As per the Underlying Policy	
22. NON-MOTOR	Business All Risks	As per the Underlying Policy	
	Money	As per the Underlying Policy	
	Electronic Equipment	As per the Underlying Policy	
	Contractors all Risks	As per the Underlying Policy	

	Claims Preparation Costs	As per the Underlying Policy	
23.SASRIAMOTOR	Motor Fleet	As per the Underlying Policy	
		TOTAL	
		VAT@15% (ONLY IF APPLICABLE)	
		TOTAL BIDDING PRICE	

NB:

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

SIGNATURE:…….. DATE:…….

MBD 3.1

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

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

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

Name of Bidder…… Bid ……

number……

Closing Time …… Closing Date ……

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

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

- Required by: ……

- At: ……..……

- Brand and model ……..……

-

- Country of origin……..……

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s) ……

- Period required for delivery ……

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

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

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

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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

DECLARATION OF INTEREST

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

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

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

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

3.2 Identity Number: …….

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

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: …….

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

3.8 Are you presently in the service of the state? **YES / NO**
3.8.1 If yes, furnish particulars. ….……

……..

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

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

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

3.9.1 If yes, furnish particulars.……..……..

…….

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …… **YES / NO**

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
……

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

3.12.1 If yes, furnish particulars.
……
……

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

3.13.1 If yes, furnish particulars.
……
……

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

3.14.1 If yes, furnish particulars:
……..
……..

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

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

…… ……
Capacity **Name of Bidder**

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified ID copy)	N/A	05	N/A	

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to Makhado Municipality in accordance with the requirements and task directives / proposals specifications stipulated **Bid no 17of 2026** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….

2 …….

DATE:……..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **KM NEMANAME** in my capacity as **Municipal Manager** accept your bid under reference number **8/3/2/2153** dated ……..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)
PROVISION OF SHORT TERM INSURANCE FOR THE PERIOD OF ONE YEARS				N/A

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

SIGNED AT **MAKHADO** ON ……..

NAME (PRINT) KM NEMANAME

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….……

2 ….……

DATE:……..

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

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

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

……... **……..**

Signature **Date**

……. **……..**

Position **Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____that

(Name of Bidder)

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

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

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

……	……
Signature	Date
……	……
Position	Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

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

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