TENDER DOCUMENT



Project Name	Project Number
PROVISION OF SHORT TERM INSURANCE SERVICES FOR 24 MONTHS	BM/08/20/21

Contact: Mr. MM Makobela - Manager - SCM

Tel : (015) 505 7100 Fax : (015) 505 0296

COMPANY NAME		
TENDER AMOUNT IN WORDS (VAT INCLUSIVE)		
THE TOTAL FULL F	PRICE OFFER INCLUDING VALUE ADDED TAX	X IS:
R	(In figures)	
CONTACT PERSO	N:	
CONTACT NUMBE	ER:	
EMAIL ADDRESS:		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.
- "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
 - a. CLIENT, EMPLOYER, BLOUBERG LOCAL MUNICIPALITY, MUNICIPALITY
 - b. BID, TENDER AND VARIATIONS THEREOF
 - c. JOINT VENTURE / CONSORTIUM
 - d. TENDERER, BIDDER, CONTRACTOR

1. FULL DESCRIPTION OF THE TENDER

1.1 Blouberg Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database (CSD), for provision of short term insurance services for period of 24 months.

2. RULES FOR BIDDING

- 2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 2.2 All Bidders submitting bids as part of a consortium or joint venture must submit recent reports from CSD not older than three months.
- 2.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids.
- 2.4 The municipality reserves the right to return late bid submission unopened.
- 2.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 2.6 The appointed provider will be paid an amount claimed within thirty days upon the receipts of the invoice.
- 2.7 The appointed service provider will also bill the municipality for the agreed service rendered.
- 2.8 Bidders must attach proof of parties involved in the joint venture.
- 2.9 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"
- 2.10 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than three months from the date of the advert.
- 2.11 Bidders will be disqualified if:
- 2.11.1 Any bidders who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.
- 2.11.2 they are bankrupt or being wound up, are having their affairs administered by the courts,

- 2.11.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 2.11.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;
 - 2.12The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
- 2.12.1 Who is in the service of the state, or;
- 2.12.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
- 2.12.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause conflict of interest
 - 2.13 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
 - 2.14 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
 - 2.15 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
 - 2.16 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the bid document.
 - 2.17 Bid documents must be submitted in a sealed envelope clearly marked with the project name and number.
 - 2.18 Fully completed and signed bid documents must be deposited into the tender box located at Blouberg Municipality, next to reception office.



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T1.1 BID NOTICE AND INVITATION TO BID

BLOUBERG Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, for provision of short term insurance services.

The municipality will enter into a service level agreement with the appointed service provider to clarify terms and conditions for the duration of the project

Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available as a day after the briefing session on E-tender portal (www.etender.gov.za)

When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked TENDER" Description of Project / Project Number" as mentioned above. The closing date for submission of Tender bids is 25 June 2020

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework of 2017, on 80/20-point system. Tenders will remain valid for 90 (ninety) days.

Enquiries related to this tender should be addressed to Mr. MM Makobela and Mr Ledwaba K J at (015) 505 7100 during working hours.

Municipal Address

MR. MACHABA JUNIAS MUNICIPAL MANAGER BLOUBERG MUNICIPALITY P.O BOX1593 SENWABARWANA 0790

T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data	
F.1.1 ACTIONS	The Employer is: The Municipal Manager BLOUBERG Local Municipality 2nd Building Dendron Road Senwabarwana 0790	
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Mr. Makobela M.M Address: 2 nd Building Dendron Road Senwabarwana 0790 Tel: 015 505 7100	
F.2.1		
ELIGIBILITY	Companies that fit all the requirements of this bid as specified.	
F.2.12	No alternative bid is to be accepted!	
ALTERNATIVE TENDER OFFERS		
F.2.13.2 SUBMITTING A TENDER	The <u>whole original</u> bid document, as issued by the Municipality, shall be submitted. No copies will be accepted.	
OFFER	Bids may only be submitted on the Bid documentation issued by the municipality	
F.2.13.3	N/A	
BRIEFING SESSION		
F.2.14	DATE: 25/06/2020	
CLOSING DATE & TIME	TIME: 11H00	
	It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Late, faxed or e-mailed tenders will not be considered.	
F.2.15 TENDER OFFER	The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids.	
VALIDITY	2. The successful bidder will have up to 14 days to respond to the service offer.	

Clause number	Data		
F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following Valid documents to the tender document: a. Proof of registration on Central Supplier Database [At least 3 months valid] detailing all compliance requirements of the company;		
	 b. Certified COPY of the statement of municipal rates and taxes (not in arrears for more than three (3) months before the closing date), if renting a lease agreement and owner's up to date proof of municipal rates. If the bidder is operating where municipal rates are not applicable, a certified COPY of residence from the traditional authority must be submitted (not older than three (3) months before the closing date); c. The Master Registration Number or Tax compliance status pin [or a valid copy of tax clearance certificate] d. Certified ID copies of all directors Note: Failure to attach the above documents will lead to automatic rejection of your Bid.		
F.1.11	The time and location for opening of the bid offers		
OPENING OF BID SUBMISSIONS	Immediately after the closing time 11H00 on the closing date 25/06/2020 Location: BLOUBERG Local Municipality- Old Municipal Building 02 nd Building Dendron Road Senwabarwana 0790 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.		
F.1.12	A two-envelope procedure will not be followed.		
TWO-ENVELOPE SYSTEM			
F.1.12	a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.		
ARITHMETICAL ERRORS	b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.		
	c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.		
	Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.		
F.1.13	Stage 1: The preference procedure for evaluation of responsive bid offers shall be the 80/20 - point preference system.		

Clause number	Data		
EVALUATION OF BID	- where 80 points will be allocated in respect of price		
OFFERS	- 20 points will be allocated towards targeted goals		
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not naving complied with any one of the required bid conditions as detailed in his bid document, shall not be considered and shall automatically be ejected.		
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by BLOUBERG Municipality is one .		
ADDITIONAL	The additional conditions of bid are:		
CONDITIONS APPLICABLE TO THIS BID	The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract.		
	2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.		
	The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity.		
	4 The bid document shall be submitted as a whole and shall not be submitted in parts.		
	5 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the BLM to complete PART T2 on behalf of the bidder)		
	NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.		

F.1 Standard Conditions of the Bid

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

- F.1.3.1. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- F.1.3.2. these conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

- F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/ her principals, is not under any restriction to do business with the employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation. The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All

responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may arise in terms of international trips.

F.2.10 pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the vehicles, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid or TIPPEX are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 submitting a tender offer

- F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.
- F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.
- F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5 Seal the original package marking the package as "ORIGINAL"
- F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer 's address and identification details as stated in the tender data.
- F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, will be regarded by the employer as non-responsive.

F.2.15 Closing Time

- F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.
- F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender Offer Validity

- F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

- F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
- F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal request.

F.3.5 Two-envelope system

- F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

- F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
 - a. Complies with the requirements of these Conditions of Tender.
 - b. Has been properly and fully completed and signed, and
 - c. Is responsive to the other requirements of the tender documents.
- F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a. Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b. Change the Employer's or the tenderer's risks and responsibilities under the contract,

c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.
- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.
- F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/her arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 EVALUATION METHODOLOGY

- In addition to all items highlighted under Page 2 titled <u>"Very Important Notice on Disqualifications"</u>, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- Tenders will be evaluated using the 80/20 points allocation system.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of bidders in the form of tender register on the municipal website

F.3.14 Municipality's right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of the returnable documents.
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

- List of attachments required for Evaluation Purposes Detailed Company Profile with Names of references at local authorities and private business which are clients of the bidder
- The Master Registration Number or Tax compliance status pin [or a valid copy of tax clearance certificate
- Proof of Company Registration
- A three months (not in arrears) Municipal rates and taxes for all company directors and of a company
 residing within the billing municipality (if leasing, municipal rates and taxes of the property owner and
 lease agreement). If residing within the Tribal authority jurisdiction a three months' proof of resident
 of all company directors and of a company.
- A certified BBBEE Certificate/Sworn affidavit
- A Certified ID copies of all directors not older than 3 months
- A full detailed CSD report not older than 3 months
- Valid indemnity insurance
- Joint venture agreement if applicable
- Company proof of registration as authorized financial service provider
- MBD form completely filled

In order to ensure that the Municipality's assets are adequately insured and any risk exposure is minimised, including keeping abreast with the latest insurance developments, it is imperative that the relevant industry related administrative assistance is provided in order to support the existing capacity that the Municipality has. The Service Provider must meet the following minimum requirements:

- The tenderer must be a member of the Financial Intermediaries Association (F.I.A.). An originally certified copy of such membership certificate must be submitted with the tender
- The tenderer must provide details of their Financial Advisory and Intermediary Services (F.A.I.S.)
 Act compliancy; i.e. a copy of the F.A.I.S. Certificate. An originally certified copy of such certificate must be submitted with the tender

Note: It is compulsory to also fully complete the returnable forms attached in Annexure A

3. EVALUATION METHODOLOGY

4.1 Stages of Evaluation

- Guidelines for Evaluation.
- a. Score sheets will be prepared and provided to panel members to evaluate the bids.
- b. Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.
- c. Score sheets should be signed by panel members.
- d. The scores for each criterion should be added to obtain the total score; and
- e. The following formula should be used to convert the total score to percentage
- **f.** The percentage of each panel member should be added and divided by the number of members to establish the average percentage obtained by each bidder for functionality.

Stage 1: Evaluation on functionality

Under functionality bidders must achieve a minimum of 70 points for functionality in order to be considered for further evaluation. Bidders who score less than minimum of 70 points will be disqualified, the requirements are tabled below:

Technical/Functional Criteria	Weight	Applicable Values
Track record of the tenderer (enterprise) with private sector clients		
(business / commercial)		
✓ At least 5 appointment /testimonial letters for every	25	
private sector contract.		
[Attached appointment letters]		
Track record of the tenderer (enterprise) with local		
government sector (Municipal)	40	
✓ At least 2 appointment/testimonial letters for every	10	
local government contract.		
[Attached appointment letters]		
Experience of key personnel on related project (Account	40	
Manager)	10	
✓ At least 10 years of experience		Excellent =5
[Attached appointment letters] Service team (bidders employees to manage the account)		Von Cood =1
, , , , , , , , , , , , , , , , , , , ,		Very Good =4
"One point per certificate"		Good =3
✓ FSB Regulatory Examination (FAIS) Certificate of the	10	0000
team members		Fair=2
[Attach certified copy of the certificate]		
✓ Registration with IISA of the team members		Poor =1
[Attach proof of membership registration]		
Processes that were followed to do risk assessment of the		
insurance companies	40	
Approached for quotations.	10	
✓ Detailed plan listing the process		
✓ Claim forms to be attached (atleast minimum of two		
of different class of assets)		
Legal Support		
✓ 1x Fraud Examiner		
[Attach detailed CV with three year experience as fraud	40	
examiner and certified copy of certificate as fraud examiner].	10	
✓ Legal Practitioner		
[Attach detailed CV with two years' experience working in		
insurance services]		_
Liquidity of the company [Attach financial statements - cash & cash equivalent]	10	
[Attach bank rating of A-C]	10	
p. maon sammating or recog		
TOTAL	85	

Stage 2: Evaluation on Price 80/20 and BBBEE status

a. Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the BBBEE claimed, and if so, score Bid evaluation points for BBBEE.
- Calculate total Bid evaluation points (Price points plus BBBEE points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for B-BBEE.
- However, when functionality is part of the evaluation process and two or more bids have scored
 equal points including equal preference points for B-BBEE, the successful bid must be the one
 scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

b. Price formula

$$Np = 80[1 - (Pt - Pmin)]$$
Pmin

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

c. Scoring for BBBEE

- Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
- Bidders must attach certified copies of BBBEE to claim BBBEE points. Failure to attach the valid BBBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

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

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



PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

T2.1	RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT
T2.4	OTHER DOCUMENTS THAT WILL BE INCLUDED IN

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

- FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD
- FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)
- FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER
- FORM 2.1.5: FINANCIAL REFERENCES
- FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED
- FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE N/A]

<u> </u>	ORM 2.1.1 SIZE OF ENTERPRISE AI	ND CURRENT WORKLOAD
a)	Total Turnover in the previous financial year?	R
c)	Estimated turnover for current financial year?	R

List your current contracts (IF ANY) and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE] PLEASE ATTACHED A CERTIFIED COPY OF THE CERTIFICATE

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER [N.B: NOT COMPULSORY]:

Provide the following information on relevant previous experience. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD

FORM 2.1.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS [IF NOT WRITE N/A ACROSS THE TABLE]

Provide details on all sub-contractors you intend utilising for this contract

	a		В	c = a x b
Type of work to be used for	% of contract	Name of sub- contractor	% HDI owner- ship	Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of	HDI ownership:	

FORM 2.1.5 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

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

I / We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	()
Account number	
Type of account, (i.e. cheque account)	

FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED [WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

	DESCRIPTION	

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER [WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid

Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION		



T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

- (a) Bid to provide to BLOUBERG LOCAL MUNICIPALITY (BLM) with described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by BLOUBERG Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between BLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of BLM that the claims are correct. If the claims are found to be inflated, BLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by BLM as a result of the award of the contract and/or cancel the contract and claim any damages which BLM may suffer by having to make less favourable arrangements after such cancellation:
- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidding company or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears; and
- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

	[PLEA	ASE SIGN ON BEHA	LF OF THE BIDDER]					
	Signe	ed at	on this	day of	20			
	Autho	orised Signature:						
	Name	of Bidding Entity:						
	Date:							
	As wi	tness:						
	FORM	//222 DECLAR	ATION OF INTEREST					
			<u>-</u>				_	
	1. direct		epted from persons in the dalso those who may b		ne state including in	instances contracting.	of	non-
	2.	an offer or offers in resulting bid, or par it is required that	a kinship with persons in terms of this invitation t t thereof, be awarded to pe the bidder or their auth ting authority and/or take	o bid. In view ersons connecte orised represe	of possible allegations ed with or related to per entative declare their	of favouritism, sons in service	shou of the	ıld the state,
3		In order to give effective with the bid.	ect to the above, the follow	ring questionna	ire must be completed	with honesty an	d sub	mitted
		Full Name:						
		Identity Number:						
		Tax Number:						
		VAT Number:						
	3.1	Are you presently in	n the service of the state*	YES / NO _				
			ervice of the state" means to	be –				
	(a) a member of – (i)	any municipal Council;					
		(ii)	any provincial legislature	; or				

If yes, furnish particulars	
3.2 Have you been in the service of the state for the past twelve (12) months? YES /NO	
If yes, furnish particulars	
3.3 Do you have any relationship (family, friend, other) with persons in the service of the state an involved with the evaluation and or adjudication of this bid? YES / NO	d who may be
If yes, furnish particulars	? YES / NO
If yes, furnish particulars	
3.5 Are any spouse, child or parent of the company's directors, managers, principle shareholders of in service of the state? YES / NO	or stakeholders
If yes, furnish particulars	
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 I	BE FALSE.
SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WI AUTOMATICALLY REJECTED.	LL BE
Signature Date	
Position Company Nam	

- (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);

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

1.

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.

2. GENERAL CONDITIONS

- 2.1 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).

2.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ______ 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*).
- 2.3 Points for this bid shall be awarded for:
 - (a) Price: and
 - (b) B-BBEE Status Level of Contributor.
- 2.4 The maximum points for this bid are allocated as follows:

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

2.5 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
 PROVISION OF SHORT TERM INSRANCE SERVICES FOR THE PERIOD OF 24 MONTHS
 33

level of contribution are not claimed.

2.6 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.

3. **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;
 - "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;
 (1)
- (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;

4. POINTS AWARDED FOR PRICE

4.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 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

6. BID DECLARATION

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

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

7.1 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.

8. SUB-CONTRACTING

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

/	••	\
1106	nnlina	hia havi
1 II.A A	LILIIIL.A	ble box)

YES	NO	

8.1.1	If y	es, indicate	e:						
	i)	What subcontra	percentage cted			contra	ct	will	be
	ii)		of the sub-contract						
			EE status level of						
	iv)		he sub-contractor	is an EME	or QSE				
			licable box)						
		YES	NO						
	v)		y ticking the appro			tracting with	n an ente	rprise in	terms
		of Prefere	ntial Procurement	Regulatio	ns,2017:				
De	signa	ted Group:	An EME or QSE	which is a	at last 51%	owned	EME	Q	SE
			by:				√	1	V
	k peor								
		ole who are							
		ole who are ole with disa							
			rural or underdeve	loned are:	as or towns	hine			
			/ black people	noped area	as or towns	n iips			
			military veterans						
			Trimitally votorality	OR					
Any	EME								
Any	QSE								
9.	DEC	LARATIO	N WITH REGARD	TO COMF	PANY/FIRM	Л			
9.1	Na	ame							of
	СО	mpany/firm							
9.2	VA	ΔT						regis	tration
J.Z								regis	lialion
	nu	mber							
9.3	Co	mpany						regis	tration
	nu	mber:							
9.4	TY	PE OF CO	MPANY/ FIRM						
		Partners	ship/Joint Venture	/ Consortiu	ım				
		One per	son business/sole	propriety					
		•	orporation	•					
		Compar	ny						
		(Pty) Lin	nited						

	[TICK APPLICABLE BOX]							
9.5	DESCRIBE PRINCIPAL BUSINESS	ACTIVITIES						
9.6	COMPANY CLASSIFICATION							
	 Manufacturer Supplier Professional service provider Other service providers, e.g. transfer [TICK APPLICABLE BOX] 	ansporter, etc.						
9.7	MUNICIPAL INFORMATION							
	Municipality where	business	is	situated:				
	Pogistored Account Number	Registered Account Number:						
	Stand Number:							
	Ctaria Namber							
9.8	Total number of years the company/f	irm has been in busin	ess:					
9.9	company/firm, certify that the point contributor indicated in paragraphs 1	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	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;						
	paragraphs 1.4 and 6.1, the contr	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 fraudulent basis or any of the of purchaser may, in addition to any	conditions of contract	have not bee					
	(a) disqualify the person from	the biddina process:						
	(b) recover costs, losses or result of that person's cor	damages it has incu		ed as a				

- (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	SIGNATURE(S) OF BIDDERS(S)
2	DATE: ADDRESS

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

3.	I hereby undertake to supply all or any of the goods and/or works described in the attached bidding
	documents to (name of institution) in accordance with the
	requirements and specifications stipulated in bid number
	offer/s remain binding upon me and open for acceptance by the purchaser during the validity period
	indicated and calculated from the closing time of bid.

- 4. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 5. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 6. 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.
- 7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 8. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)			
CAPACITY			ESSES
PROVISION OF SHORT TERM	I INSRANCE SERVICES FOR THE PERIC	1	
		2.	
		DATE	<u>:</u>

SIGNATURE	
NAME OF FIRM	
DATE	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

9. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.				in	my	capacity	
	asdatedfor the supply of goods/works indicated hereunder and/or further specified in the annexure(s).						
2.	An official order indicating delivery instructions is forthcoming.						
3.							
ITEM NO.		PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)	
4.	l conf	irm that I am duly a	authorized to sign t	this contract.			
SIGNE	D AT		Ol	N			
NAME	(PRI	NT)					
SIGNA	TUR	E					
OFFIC	IAL S	STAMP			WITNESSES		
PROVI	ISION	I OF SH		SES FOR T	1 	41	
		1				ĺ	

1 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 2 This Municipal Bidding Document must form part of all bids invited.
- 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.
- 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).
- 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?	Yes	No
	(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).	Ш	
	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.		
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

Positio		er		
	ature Date			
	CCEPT THAT, IN ADDITION TO CANCELLATIO Y BE TAKEN AGAINST ME SHOULD THIS DE SE.			
CER	HE UNDERSIGNED (FULL NAME) RTIFY THAT THE INFORMATION FURNISHED (CLARATION FORM TRUE AND CORRECT.		••••••	•••
	CERTIFICATION			
4.7.1	If so, furnish particulars:			
4.5	Was any contract between the bidder and the municipality / muni other organ of state terminated during the past five years on accorperform on or comply with the contract?		Yes	No
4.4.1	If so, furnish particulars:			
4.4	Does the bidder or any of its directors owe any municipal rates a municipal charges to the municipality / municipal entity, or to ar / municipal entity, that is in arrears for more than three months?		Yes	No
Item	Question		Yes	No
4.3.1	years? If so, furnish particulars:	and past 11.0		
4.3	Was the bidder or any of its directors convicted by a court of law law outside the Republic of South Africa) for fraud or corruption		Yes	No
4.2.1	If so, furnish particulars:			
4.2.1	If so, furnish particulars:			

FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- b) 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
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) 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 Institution)	
do hereby make the following statements that I certify to be true and complete in every respe	et:
I certify, on behalf of	
(Name of Bidder)	

that:

- 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:
- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 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 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.
- 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.

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

Position	Name of Bidder
Signature	Date



T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTFORM 2.3.1RECORD OF ADDENDA TO BID DOCUMENTS

[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

	Date	Title or Details	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature of Authorized person: _	Date:	
Name of authorized person:	Position:	
PROVISION OF SHORT TERM	INSRANCE SERVICES FOR THE PERIOD OF 24 M	ONTHS

PART T3: TENDER SPECIFICATIONS

3.1 Goods / Service to be delivered at address:

No. 2nd Building on Mogwadi Senwabarwana 0790

1. SCOPE OF WORK

Provision of short term insurance services: Below please find the scope / items to be covered at Blouberg Local Municipality.

Combined Section (Asset Register)	Cover for fixed assets and property against fire,
	lightning, thunderbolt, explosion, storm, wind, sabotage,
	water, hail, impact, and damage caused during theft and
	sudden and unforeseen damage to any municipal
	buildings/properties i.e. Buildings, Electrical Equipment/
	infrastructure, Electrical Substations, Water purification equipment, sewage works, property in the open etc.
Office contents	Any damage or loss of office contents, loss of documents, legal liability of loss of documents etc.
Business Interruption	Insured against all risks leading to business interruptions (incl. Loss of income - Sales of Electricity, Sales of sanitation and sewage, loss of rental income etc.).
Business all Risks	Cover for business all risks
Theft	Loss of any municipal property due to theft.
Money	Loss or damage to business money
	including loss through criminal activities.
	All money in transit
	Loss of money and / or property as a result of fraud or dishonesty of an insured employee which result in dishonest personal financial gain for the employee concerned.
Public liability	To cover any form of liability against the municipality
	Business Interruption Business all Risks Theft Money

8.	Employers liability	Damages which insured shall become legally liable to pay consequently upon death of or bodily injury or illness of any person employed or under contract of services with the insured.
9.	Stated benefits: a) 191 Employees b) 44 Councillors. c) Interns d) Experiential Learners	Death or bodily injury caused by accidental, violent, external and visible means Death (24 hour Cover). Permanent disability. Temporary Total Disability. Medical expenses. Additional death benefit. Repatriation.
10.	Motor Fleet	 Comprehensive cover for all vehicles Executive courtesy vehicle for the Mayor and Speaker vehicles. Commercial and special type vehicles incl. trailers, trucks and tractors.
11.	Electronic Equipment	 Office Automation (facsimile machines, photocopiers, multifunctional equipment owned or on finance lease). Telecommunication equipment Laptops/Notebooks Computer Electronic Scanning System Infrastructure (Data Centre) Servers, Soft wares owned hired or leased by the insured. Reconstruction of Data
12.	Machinery Breakdown	Accidental and violent damage including sudden and unforeseen mechanical or electrical failure to machinery.
13.	Commercial Crime	Comprehensive crime cover incorporating employees' fraud/dishonesty and fraudulent acts committed by third parties.
14.	Goods in Transit	Loss or damage to insured propertied while being transported.
15.	Accounts receivable	Costs to reinstate the records (In the event of the ledger and cashbook being damaged)

16.	Cyber Liability	Data Liability – Covering the damages and defence cost associated with a breach of personal or corporate data.
17.	SASRIA	SASRIA Cover for all municipal assets (buildings, equipment, office contents etc.)
18.	Councillors property (SASRIA) Special Risk Insurance	To cover properties of all councillors as per SASRIA.
		Special Risk Insurance on councillors fixed property limited to R1.5M per councillor and R750 000 for vehicles.
		Life and Disability insurance limited to 2x the total remuneration package of a councillor.
		House contents

FORM 7.2 NB: Attached please find the following annexures

- Annexure A: Asset Register detailing all the assets in the possession of the municipality is available on request.
- 3. Expected Outputs to be delivered by the broker/service provider
- 3.1 Signing a Service Level Agreement with the Municipality before the contract could commence.
- 3.2 Bidders should note that the contract is for three years and escalation percent must be indicated for the contract period. Where the escalation percent is not indicated the municipality will assume the bid price will remain the same for a contract period.
- 3.3 Attend quarterly meetings with the municipality to update the insured risks and to discuss any claims made against the policy.
- 3.4 To continuously advise the municipality on any suggested changes to the policy, or make recommendation on self-insurance or any other recommendation regarding insurable risks for the municipality.
- 3.5 In the event of an increase or decrease in the assets and insurable interest, the premium will be adjusted accordingly.
- 3.6 To provide a system to lodge and monitor claims manually or online.

 PROVISION OF SHORT TERM INSRANCE SERVICES FOR THE PERIOD OF 24 MONTHS

- 3.7 After submission of all relevant supporting documents, claims must be paid/settled within 30 days and the money paid to the main municipal account.
- 3.8 All bidders must attend compulsory briefing on the date set by the Municipality.
- 3.9 Bidders must produce their work experiences
- 3.10 Bidders will be subjected to Security Clearance.
- 3.11 Appointment letter
- 3.12 Premiums and excess payments to be shown separately as per category, if not the tender will be deemed non-responsive.
- 3.13 A monthly report must be submitted before the 3rd working day of the following month, inclusive of all claims outstanding of the previous months. The report must provide clear details that can identify the claim, including date of incident, date reported to the insurers and details of the progress with an indication of the outstanding information in order to finalize the claim.
- 3.14 Any claim that is rejected by the insurance company must be supported by a motivation by the Broker based on legal grounds. The Municipality reserves the right to reconsider any opinion received, to refer it back to the broker for another opinion or recommendation. The Municipality will under no circumstances communicate directly with the Insurers regarding any aspects of a claim.
- 3.15 The Company must state whether he/she/it is registered as a professional insurance broker with South African Financial Services Intermediaries Association (SAFSIA), and whether he/she/it is able to provide the necessary guarantees as required by SAFSIA.
- 3.16 Full particulars must be provided regarding the services that will be delivered to the Municipality. Full details must be provided of personnel (number, position, experience, etc.) that will be available to service the Municipality's account.
- 3.17 Proposed Service Team Credentials, experience and qualifications including proof of FSB Regulatory Examination (FAIS) Certificate of the team members that will be involved in the day to day servicing of the municipality portfolio.
- 3.18 Training and Support
- 3.18.1 The successful tenderer will provide training on the use of the manual or online claims system to the municipal officials responsible for managing insurance services and provide ongoing support

PRICING SCHEDULE FOR THE PROVISION OF SHORT TERM INSURANCE SESRVICES

- 6.1 The price must be fixed for a period of first 24 months, no escalation.
- 6.2 Bidders must indicate the escalation price for year 2 if any, the overall contract price must also be indicated and it must be all inclusive
- 6.3 The actual annual price increment on the contract will be CPI capped.
- 6.4 All other cost must be included in the total tender price (e.g. Vat).

No	ITEM DESCRIPTION	AMOUNT (YEAR 1)	AMOUNT (YEAR 2)
1	Combined Section (Asset Register)	,	
2	Office contents		
3	Business Interruption		
4	Business all Risks		
5	Theft		
6	Money		
7	Public liability		
8	Employers liability		
9	Stated benefits: e) 191 Employees		
	f) 44 Councillors.		
	g) Interns		
	h) Experiential Learners		
10	Motor Fleet		
11	Electronic Equipment		
12	Machinery Breakdown		
13	Commercial Crime		
14	Goods in Transit		
15	Accounts receivable		
16	Cyber Liability		
17	SASRIA		
18	Councillors property (SASRIA) Special		
	Risk Insurance		
	SUB-TOTAL		
	Vat amount if Applicable (15%)		
	GRAND TOTAL		
	GRAND TOTAL FOR TWO YEARS	R	



PART C2 AGREEMENT AND CONTRACT DATA

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER BY THE BIDDING COMPAY

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: <u>provision of short term insurance services</u> The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL BID PRICE INCLUSIVE OF VALUE ADDED TAX

IN WORDS:			

(IN FIGURES), R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:

Signature(s)	
Name(s)	Capacity
(Bidding Company Name)	
Name of Witness	
Signature	Date:

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1 Pricing Data

Part C2 Agreements and Contract Data, (which includes this Agreement)

Part C3 Scope of Work

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE EMPLOYER: BLOUBERG LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]

Signature(s)		
Nama		-
Capacity		
Name of Witness		
Signature		
Date		

3. SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

Notes:

- 1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
- 2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	
	Details	
2	Subject	-
	Details	_
3	Subject	
	Details	
4	Subject	-
	Details	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER [PLEASE SIGN]:

Signature(s)		
Name(s)		_
Capacity		-
(Bidder's Name)		
Name of Witness		
Signature		
Date:		
	OUBERG LOCAL MUNICIPALITY [PL	EASE SIGN]
		EASE SIGN]
FOR THE EMPLOYER: BLO	OUBERG LOCAL MUNICIPALITY [PL	_
FOR THE EMPLOYER: BLO	OUBERG LOCAL MUNICIPALITY [PL	_
FOR THE EMPLOYER: BL0 Signature(s) Name	DUBERG LOCAL MUNICIPALITY [PL	_
FOR THE EMPLOYER: BLO Signature(s) Name Capacity	DUBERG LOCAL MUNICIPALITY [PL	_

N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR IDENTIFICATION

... END ...