



EMALAHLENI LOCAL MUNICIPALITY

ELM 02/2024

APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF
36 MONTHS

TENDER DOCUMENT

ISSUED BY: EMALAHLENI LOCAL MUNICIPALITY
Civic Centre, 29 Mandela Street,
Emalahleni,
1035

NAME OF TENDERER:

CSD REGISTRATION NUMBER:

TOTAL PRICE (VAT INCLUSIVE):

EMALAHLENI LOCAL MUNICIPALITY



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

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EMALAHLENI LOCAL MUNICIPALITY



ELM 02/2024

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Emalahleni Local Municipality invites tenders from suitably qualified service providers for the appointment of a short-term insurance broker for a period of 36 months

Tender documents with full specifications will be made available and can be obtained from www.emalahleni.gov.za or www.etenders.gov.za. No Compulsory briefing will be held; however, any technical and administrative enquiries relating to the tender document may be directed to Mr. S Mahlangu at 013 690 6246 during working hours or e-mails may be sent to mahlangusm@emalahleni.gov.za. Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484 or on masangonz@emalahleni.gov.za.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed as “**ELM 02/2024 APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS**” and be deposited in the Tender Box situated on the **First floor** at Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, Emalahleni, 1035 on or before **11h00 on 22 March 2024**. The tenders will immediately be opened in public. The Tenders shall remain valid for a period of 90 days from the date of closing. Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management Policy of Emalahleni Local Municipality. The lowest or any tender will not necessarily be accepted, and Emalahleni Local Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole or part. Suppliers and/ or Service Providers need to be registered on Central Suppliers Database (CSD) of the National Treasury.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where **90** points will be allocated in respect of price and **10** points in respect of Specific goals.

The specific goals allocated points in terms of this tender:

A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

- for 100% black person or people owned enterprise 2 points
- for at least 30% woman or women shareholding or owned enterprise 2 points
- For at least 30% youth shareholding or owned enterprise 2 points
- for at least 30% people living with disability shareholding or owned enterprise 2 points

A total of 2 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP –

- for enterprise regarded as EME located within the local area of jurisdiction. 2 points

No awards will be made to a person:

- Who is in the service of the state;
- 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; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

**HS MAYISELA
MUNICIPAL MANAGER**

**Civic Centre
29 Mandela Street
eMalahleni**

**P.O Box 3
eMalahleni**

www.emalahleni.gov.za



TENDER DATA

1.	The Employer is: Emalahleni Local Municipality 29 Mandela Street, Emalahleni, 1035			
2.	Tender Documents			
	<p>Tendering Procedures Tender notice and invitation to tender Tender data</p> <p>Returnable Documents List of Returnable Documents</p> <p>The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data</p> <p>Pricing Data Pricing Instruction Bill of Quantities</p> <p>Terms of Reference Terms of Reference</p> <p>Additional Relevant Documents Supply Chain Management Policy</p>			
3.	<p>Interpretation</p> <p>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 tender conditions.</p>			
4.	<p>Communication.</p> <p>The Employer's Representative is;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> <p><u>Accounting Officer;</u> 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6911</p> </td> <td style="width: 33%; padding: 5px;"> <p><u>Procurement Enquiries.</u> Supply Chain Unit 29 Mandela Street, Emalahleni, 1035 013 690 6483/6484/6497</p> </td> <td style="width: 33%; padding: 5px;"> <p><u>Technical Enquiries.</u> KS Mahlangu 29 Mandela Street, Emalahleni, 1035 Tel : at 013 690 6246/6241</p> </td> </tr> </table>	<p><u>Accounting Officer;</u> 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6911</p>	<p><u>Procurement Enquiries.</u> Supply Chain Unit 29 Mandela Street, Emalahleni, 1035 013 690 6483/6484/6497</p>	<p><u>Technical Enquiries.</u> KS Mahlangu 29 Mandela Street, Emalahleni, 1035 Tel : at 013 690 6246/6241</p>
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4.1	<p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.</p>			
5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by Emalahleni Local Municipality.</p>			



<p>6</p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>6.4</p>	<p>Tenderer Obligations</p> <p>The Council retains the right to call for any additional information that it may deem necessary.</p> <p>If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks, and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none">1. Control2. Management3. Operations4. Risk5. Profit and Loss <p>If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.</p> <p>At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,</p>
<p>7.</p>	<p>Eligibility</p> <p>In order to be considered for this tender, the service provider must submit the following:</p> <ul style="list-style-type: none">• Central Supplier Database (CSD) report;• Original Tax Clearance / Tax compliance status Pin certificate;• Original Certified copy of company registration certificate (CK);• Original certified ID copy(ies) of Directors as detailed in CIPC• Original or Certified copy of Bank rating document (bids with a value above R2-million) – Compulsory;• Valid original or certified global Credit Rating of Underwriter from a reputable ratings agency.• Valid original or certified Bank Rating of Underwriter – Compulsory;• Valid certified proof that the organization is a South African based insurance broker – Compulsory;• Valid original or certified copy of tenderer's registration with Financial Services Board and Financial Intermediaries Association of South Africa or any other reputable association recognized by FSB to be considered for this type of tender – Compulsory;• Valid original or certified copy of professional indemnity cover to the minimum value of R 50 million – Compulsory;• Valid original or certified copy of fidelity guarantee cover to the minimum value of R 50 million – Compulsory;• Valid original or certified copy of an organogram of service team and their relevant curriculum vitae – Compulsory;• Valid proof of appointment as short-term insurance broker on a municipal portfolio during the past 3 (three) years – Compulsory;



8	<p>Compensation of tendering</p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
9	<p>Check documents</p> <p>The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p> <p>Emalahleni Local Municipality reserves the right to request the bidder to submit original documents which includes but not limited to, company registration document, qualifications of key personnel, compulsory returnables, reference letters & testimonials, for review and certification by its Commissioner of Oath.</p>
10.1	<p>Confidentiality and Copyright of Documents.</p> <p>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</p> <p>In submitting any information or documentation requested in this tender or any other information that may be requested pursuant to this Tender, you are consenting to the processing by ELM or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify ELM against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.</p>
10.2	<p>Clarification Meeting</p> <p>No compulsory clarification meeting</p>
11	<p>Submitting tender offer:</p> <p>11.1 No Tender document will be considered unless submitted on Council's Official Tender Document</p> <p>11.2 Return all the returnable documents to the employer after completing them.</p> <p>11.3 Tenders must be deposited in the tender box clearly marked: APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS</p> <p>Location of tender Box: Main Building Physical Address: Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, Emalahleni, 1035.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>11.4 All tender received by the Emalahleni Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p>



11.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.
12. 12.1 12.2	<p>Closing Time:</p> <p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: 11:00 Closing Date: 22 March 2024 Location: Emalahleni Local Municipality Civic Centre 29 Mandela Street, Emalahleni, 1035</p> <p>Tenders will be opened in public at the same time.</p> <p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.</p>
13.	<p>Pricing the tender</p> <p>State the rates and prices in Rand</p> <p>It must be noted that the first-year quote will be used for price evaluation. Second- and third-year quote will be subjected to annual reviewal basis</p>
14.	<p>Alterations to the Tender Documents.</p> <p>No alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender document</p>
15	<p>Alternative tender offer.</p> <p>No alternative tender offers will be considered or accepted.</p>
16	<p>Tender Offer Validity</p> <p>The Tender offer validity period is 90 days from the closing date.</p>
17	<p>Tender clarification after submission</p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>
18 18.1	<p>Tender evaluation points</p> <p>The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore</p>



<p>18.2</p>	<p>the 90/10 system shall be applicable.</p> <p>Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none">(a) Price; and(b) Specific Goals.								
<p>18.3</p>	<p>The maximum points for this bid are allocated as follows:</p> <table border="1" data-bbox="272 528 1390 730"><thead><tr><th></th><th>POINTS</th></tr></thead><tbody><tr><td>PRICE</td><td>90</td></tr><tr><td>SPECIFIC GOALS</td><td>10</td></tr><tr><td>Total points for Price and Specific Goals</td><td>100</td></tr></tbody></table>		POINTS	PRICE	90	SPECIFIC GOALS	10	Total points for Price and Specific Goals	100
	POINTS								
PRICE	90								
SPECIFIC GOALS	10								
Total points for Price and Specific Goals	100								
<p>19.</p>	<p>Evaluation of Tenders</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.</p>								
<p>19.1</p>	<p>The following steps will be followed in evaluation;</p> <ul style="list-style-type: none">1. Determination of whether or not tender offers are complete.2. Determination of whether or not tender offers are responsive.3. Determination of the reasonableness of tender offers.4. Confirmation of the eligibility of preferential points claimed by tenderers.5. Awarding of points for financial offer.6. Ranking of tenderers according to the total points7. Performance of risk analysis by checking the credit record of the tenderers								
<p>19.2</p>	<p>Functionality Criteria</p> <p>The procedure for the evaluation of responsive Bids will be on the functionality criteria.</p>								
<p>20.</p>	<p>Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>								
<p>20.1</p>	<p>The company's tender responsiveness in relation to points is therefore summarized as follows:</p> <table data-bbox="272 1536 999 1693"><tbody><tr><td>Organising and Staffing</td><td>80</td></tr><tr><td>Experience of Firm</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></tbody></table> <p><u>A FIRM MUST OBTAIN A MINIMUM OF 70 POINTS OUT OF THE 100 POINTS ABOVE TO BE CONSIDERED FOR PRICE AND SPECIFIC GOALS EVALUATION.</u></p>	Organising and Staffing	80	Experience of Firm	20	TOTAL	100		
Organising and Staffing	80								
Experience of Firm	20								
TOTAL	100								



Account Executive

(Maximum points obtainable 55)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Academic Qualifications	Masters in a relevant field of insurance (NQF Level 9)	No	20	
	B Comm in a in a relevant field such Accounting, Economics, Insurance (NQF Level 7)	Yes	20	
	Regulatory Examinations (RE Exams) in terms of FAIS Act, FICA, the General Code of Conduct and various Board Notices. (RE 1 and RE 5 required for Account Executive)	Yes	10	
	Membership of IRMSA	Yes	5	
Sub-total			55	

NOTE: SHOULD THE ACCOUNT EXECUTIVE BE THE SAME AS KEY INDIVIDUAL ZERO POINTS WILL BE ALLOCATED

Key Individual:

(Maximum Points obtainable 25)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Academic Qualifications	B Comm in a relevant field, such as Finance, Economics, Insurance and Risk Management (NQF Level 7)	Yes	10	
	Regulatory Examinations (RE Exams) in terms of FAIS Act, FICA, the General Code of Conduct and various Board Notices. (RE 1 and RE 5 for Key Individual)	Yes	10	
	Membership of IRMSA	Yes	5	



Sub-total	25	
Total for Key Staff and personnel	80	

NOTE: SHOULD THE ACCOUNT EXECUTIVE BE THE SAME AS KEY INDIVIDUAL ZERO

COMPANY'S EXPERIENCE

(Maximum Points obtainable 20)

Note 1: Company experience in similar projects

It must be noted that the experience of the company carries a maximum of **20 points** as indicated in the table below. Proof in the form of appointment letters **OR** purchase orders with verifiable references with contact details must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Evaluation criteria	Minimum required	Elimination factor	Points obtainable	Points claimed
Company's experience in similar projects (Note 1)	1 – 5 Projects	No	5	
	6 – 10 Projects	No	12	
	11 and above projects	No	20	
Total			20	

TOTAL SCORE: _____/100

20.2

Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must be submitted.
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.



- If any tender document is tampered with or it is unbound or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form E – “Authority for Signatory”**
- A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

20.3

Size of enterprise and current workload

- Evaluation of the Tenderer’s position in terms of:
 - ✓ Previous and expected current annual turnover.
 - ✓ Current contractual obligations
 - ✓ Capacity to execute the contract

20.4

Proposed Key Personnel

In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV’s) for the Staff available named and working for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- Educational qualifications
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

Much importance will **be placed on the experience** of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the



annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services

20.5 Previous experience

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.

Evaluation of the Tenderer's position in terms of his/her previous experience. Emphasis will be placed on the following:

- Experience of contracts of similar size
- Service Provider to attach appointment letters or Testimonials from previous experience.

20.6 Financial ability to execute the contract

Evaluation of the Tenderer's financial ability to execute the contract will be considered. Emphasis will be placed on the following:

20.7 Good standing with SA Revenue Services

- Determine whether a valid tax clearance certificate has been submitted.
- The Tenderer **must affix A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must been submitted.**

20.8 If the Tender does **not** meet the requirements contained in the ELM Supply Chain Management Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation

20.9 Penalties

Emalahleni Local Municipality will, if upon investigation it is found that a preference in terms of the MFMA Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty at the discretion of Council.
- Restrict the contractor, its shareholders, and directors on obtaining any business from the Emalahleni Local Municipality for a period of 5 years



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The additional conditions of Tender are:

1. Service providers who has scored the highest points for Price and Specific Goals in terms of the Preferential Procurement Regulations 2022 will be appointed.
2. Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.
- 2 The Emalahleni Local Municipality 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 Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.



EMALAHLENI LOCAL MUNICIPALITY



ELM 02/2024

APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents



EMALAHLENI LOCAL MUNICIPALITY



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable (excluding attachments) form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
FORM A	MBD 1 [PART A & B]
FORM B	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM C	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM D	DECLARATION OF INTEREST
FORM E	AUTHORITY OF SIGNATORY
FORM F	DECLARATION OF GOOD STANDING REGARDING TAX
FORM G	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM H	MUNICIPAL UTILITY ACCOUNT
FORM I	PREFERENCE SCHEDULE
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF REGISTRATION WITH PROFESSIONAL BODIES
FORM M	PROFESSIONAL INDEMNITY INSURANCE, FIDELITY COVER
FORM N	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)
RETURNABLES FOR EVALUATION PURPOSES	
FORM O	PROPOSED KEY PERSONNEL
FORM P	SCHEDULE OF PREVIOUS EXPERIENCE
FORM Q	SCHEDULE OF CURRENT PROJECTS
FORM R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM S	SCHEDULE OF PROPOSED SUB-CONTRACTORS
FORM T	RECORD OF ADDENDA TO TENDER DOCUMENTS



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

COMPULSORY BID DOCUMENTS



PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY.

BID NUMBER:	ELM 02/2024	CLOSING DATE:	22 MARCH 2024	CLOSING TIME:	11:00
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DESCRIPTION APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

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

EMALAHLENI LOCAL MUNICIPALITY
CIVIC CENTRE, 29 MANDELA STREET, EMALAHLENI, 1035

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	KS MAHLANGU
CONTACT PERSON	MS ZINHLE MOROKU	TELEPHONE NUMBER	(013) 690 6241
TELEPHONE NUMBER	(013) 690 6497	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	mahlanguks@emalahleni.gov.za
E-MAIL ADDRESS	masangonz@emalahleni.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, 2022, 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:



FORM B: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*



RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Emalahleni Local Municipality in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copies of the ID's of the partners

5. One person Business / Sole trader

- Copy of ID

6. Details Of Tax Compliance Status from South African Revenue Service

7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

8. Specific Goals Claim in terms of the Preferential Procurement Regulations, 2022

9. Central Supplier Database (CSD) Full Report which contains ownership information



FORM C: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

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



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

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM D: DECLARATION OF INTEREST (MBD4)

1. **No bid will be accepted from persons in the service of the state¹.**
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, shareholder²):
 - 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:

¹MSCM 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 director's 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:

.....



FORM E: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address :

Signatories for close corporations and companies shall confirm their authority by completing and attaching to this form a **duly signed and dated original or copy of an authority of signatory on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

..... and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.



PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY OF AN AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD



FORM F: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



FORM G: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form a copy of a letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:										
ACCOUNT NAME: (e.g. ABC Civil Construction cc)										
ACCOUNT TYPE: (e.g. Savings, Cheque etc)										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td><input type="checkbox"/></td><td rowspan="4">(Tick which is appropriate)</td></tr><tr><td>7-12 months</td><td><input type="checkbox"/></td></tr><tr><td>13-24 months</td><td><input type="checkbox"/></td></tr><tr><td>More than 24 months</td><td><input type="checkbox"/></td></tr></table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)								
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Name of Tenderer:

Date:

Signature:



Full name of signatory:

ATTACH HERETO A STAMPED (eSTAMP) COPY OF A LETTER FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS



FORM H: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of _____ hereby make a declaration as follows:
(referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER



ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered all in the name(s) of the Director(s) **AND** the Company on the declaration form attached hereto;
- With regards to the above, provide a municipal tax invoice in the name of the director (s) **and** Company.
- Attach a copy lease agreement along with the municipal utility account of the landlord whereby the company or director(s) is leasing the property.



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS



FORM I: PREFERENCE SCHEDULE (MBD 6.1)

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

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

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

1. GENERAL CONDITIONS

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

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

AND

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) Specific goals in terms of the Preferential Procurement Regulations 2022

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

1.4 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

1.5 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

2.1 **“black people”** is a generic term which means Africans, Coloureds and Indians;

2.2 **“broad-based black economic empowerment”** means the economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies that include. but are not limited to:



- increasing the number of black people that manage, own and control enterprises and productive assets; facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises;
- human resource and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce:
- preferential procurement; and
- investment in enterprises that are owned or managed by black people;

2.3 **“Designated group”** means Black designated groups; Black people; Women; People with disabilities; or Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

2.4 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.5 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen:

- who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa Act 110 of 1983 or the Constitution of the Republic of South Africa Act 200 of 1993 (“the Interim Constitution”); and / or
- who is a female; and / or
- who has a disability;

Provided that a person who obtained South Africa citizenship on or after the coming into effect of the Interim Constitution is deemed not to be an HDI.

2.6 **“Locality”** means a business enterprise located within the boundaries of Nkangala District Municipality to score points for locality.

2.7 **“Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994”** means in terms of Section 2(1) of the PPPFA of 2000 an organ of state must implement the programmes of the RDP and provide for points to be awarded for specific goals. In particular, some of the RDP goals that need to be considered in developing the Preferential Procurement policies include:

- Previously Disadvantaged Individuals;
- Women;
- Disabled Persons;
- Youth; and
- Local Labour.

2.7 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

2.8 **“Targeted Enterprises”** means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.



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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2 points	
2.	for at least 30% woman or women shareholding or owned enterprise	2 points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 2 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise regarded as EME located within the local area of jurisdiction.	2 points	
The Municipality will utilize the CSD report for the above-mentioned information.			



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:

.....



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

ATTACH CENTRAL SUPPLIER DATABASE (CSD) FULL REPORT



FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



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



FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

FORM L: PROOF OF REGISTRATION WITH PROFESSIONAL BODIES



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

FORM M: PROFESSIONAL INDEMNITY INSURANCE

AFFIX PROOF OF PROFESSIONAL INDEMNITY INSURANCE AND FIDELITY COVER



FORM N: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

YES / NO

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....



4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RETURNABLES FOR EVALUATION PURPOSES



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

FORM P: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no



APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

FORM Q: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no



3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----



FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

An addendum is any communication issued by Emalahleni Local Municipality after the briefing session



EMALAHLENI LOCAL MUNICIPALITY



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THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Additional Relevant Documents

- C4.1 Supply Chain Management Policy



EMALAHLENI LOCAL MUNICIPALITY



AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data



FORM C.1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract in respect of the following works:

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APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer 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 OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words); R (In figures).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words); R (In figures).

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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____

Name Date



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer'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 Tenderer's Offer shall form an agreement between the Employer and the Tenderer 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer 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 Tenderer 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 at or just after the date this Agreement comes into effect. 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 Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date



SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer'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 tender 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 tender 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 _____
5	Subject _____ Details _____
6	Subject _____ Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer 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 tender documents and the receipt by the Tenderer 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 TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____



CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is Emalahleni Local Municipality</p> <p>The address of the Employer is: Civic Centre, 29 Mandela Street, Emalahleni, 1035</p> <p>P O Box 437 Emalahleni 1035</p> <p>Telephone: (013) 690 6497/6241 Facsimile: 013 690 6207</p>
2	The Project is for appointment of a short-term insurance broker for a period of 36 months
3	The Period of Performance is as per letter of appointment.
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment.
6	The Service Provider shall provide the Professional Indemnity Insurance for a cover to be negotiated with the Client (If applicable)
7	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
8	Copyright of document prepared for the project shall be vested with the Emalahleni Local Municipality
9	Service Providers will be paid in accordance with the Emalahleni Local Municipality Supply Chain Management Policy.
10	A Service Provider may not subcontract any work not approved by the employer the Emalahleni Local Municipality
11	The Service Provider shall be subjected to a penalty of 5% of their fees should they fail to follow their programme without any valid reasons.



PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	The Service Provider is Address: Telephone: Facsimile:
2	The authorised and designated representative of the Service Provider is: Name: The address for receipt of communications is: Telephone: Facsimile: Address:



C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced per delivery of services, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.



BILL OF QUANTITIES

APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

CLASS	INSURER	NETT PREMIUM (Excl vat)	VAT	YEAR1
1. Combined				
2. House Owners				
3. Business Interruption				
4. Office Contents				
5. Business All Risk				
6. Theft				
7. Money				
8. Fidelity Guarantee				
9. Accidental Damage				
10. Goods in Transit				
11. Stated Benefits				
12. Electronic Equipment				
13. Machinery Breakdown				
14. Machinery Breakdown Business Interruption				
15. Public Liability				
16. Employers Liability				
17. Motor Fleet				
18. Municipal Management Liability				
19. SASRIA Non-motor				
20. SASRIA Motor				
21. Accounts Receivable				
			VAT(15%)	
GRAND TOTAL				

IT MUST BE NOTED THAT THE FIRST-YEAR QUOTE WILL BE USED FOR PRICE EVALUATION. SECOND- AND THIRD-YEAR QUOTE WILL BE SUBJECTED TO ANNUAL REVIEWAL BASIS

EMALAHLENI LOCAL MUNICIPALITY

ELM 02/2024

APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS

SCOPE OF WORK

DESCRIPTIONS OF WORKS

C3.1 Description of the Works

INTRODUCTION AND BACKGROUND

The tender will call for technical and performance specifications of a Short-Term Insurance Broker with effect from 1 June 2024 to 30 May 2027. The provisions of Section 33(1) of Act No. 56 of 2003 will be complied with. The submitted tenders will be adjudicated in accordance with the technical and performance specifications as outline in the tender.

Evaluation of tenders will follow the requirement of the Preferential Procurement Policy Framework Act Preferential Procurement Regulations, 2022.

It will be required from the selected short-term insurance broker to broker the insurance portfolio of the Emalahleni Local Municipality in the local insurance market in accordance with specific criteria. The emphasis will be on technical proposals made to Emalahleni Local Municipality on the most cost –effective placement of the insurance portfolio in the insurance market, taking into consideration the mitigation of business risks and financial risks exposures. It will be required from the short-term insurance brokers to obtain quotations from the insurance market valid for a minimum period of at least 90 (ninety) days in order for the municipality to accommodate presentations and recommendations from selected short-term insurance brokers before final approval of premium and appointment of the short-term insurance brokers for a period of 3 (three) years.

Cognisance should be taken that the appointed short-term insurance broker will not be allowed to increase the insurance premium from year 2 (two) and onwards with more than CPI, unless substantiating proof from the quotations received from the insurers reflected a hardening insurance market or which is based on an adverse/increase on claims incidents/values. In the event of organic growth of the portfolio including but not limited to inflationary increase of the sums insured and inclusion of additional cover and services that afore going rule limiting the premium growth to CPI shall not apply. Quotations received by short term insurance broker from insurers must annually with renewal be made available to the Emalahleni Local Municipality for scrutiny and approval by the Chief Financial Officer.

MANDATE

- a) Tenderers may approach all insurers complying with the relevant statutory solvency and other requirements.
- b) Tenderers must provide the solvency margin of insurers.
- c) Tenderers proposals should be accompanied by a detailed summary of the salient features of the municipality's recommended insurance structure.
- d) Support for the tenderers proposals should be evidenced by a signed participation confirmation letter from insurers/re-insurers that will support the recommended structure and the terms, conditions and exceptions proposed by the municipality.
- e) All premiums are to be rounded off to the next full Rand. Where extensions are granted free of charge, please state "free" in the premium column. Where a line of cover or an extension is not tendered for, please state "no tender" in the premium column.
- f) Tenderers proposals should be accompanied by a detailed premium calculation for each class of insurance submitted.
- g) The tenderer must disclose the insurer or consortium of insurers on each policy type as well as the type of policy wording as indicated in the tender documents.
- h) Failure to comply with the above requirements may render the tender invalid at the option of the Council.
- i) Particulars of property, sums insured and limits of indemnity are based on existing sums insured/limits. However, the Council reserves the right to adjust details, if necessary, at the final placement of the insurance, as well as during the period of the contract.
- j) The minimum requirement in respect of policy conditions, limitations and expectations are equal to a Multimark III policy wording. Policy wordings that are tailor made for local authorities with wider cover would be an advantage.
- k) If any limitations and/or uncommon conditions and exclusions are to be imposed, this must be stated very clearly in respect of each class of insurance of the policies.
- l) Deductibles are to be shown clearly, otherwise the Council will assume that no deductible will apply and this may not be rectified afterwards.
- m) The premium payment for the period from 1 June 2024 will be made upon receipt of all tax invoices by Council. In the event of an increase or decrease in assets and insurable interests, the premium will be adjusted accordingly.
- n) The detailed schedule of the specific policy sections applicable together with annual premiums payable, should be provided within a period of no more than three months after the financial year has commenced.
- o) Alternative proposals should be attached to this tender document as annexures.
- p) Council reserves the right to consider one or none of the proposals.
- q) Sums insured will be negotiated with tenderer by the 1st of June each year.

1. PURPOSE AND RECIPIENTS

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

- Internal and external discussions to set renewal and maintenance strategy;
- Internal strategy meetings;
- Review existing cover;
- Established uninsured risks and internal self-insurance capacity;
- Review cover, limits and sums insured;
- Review uninsured risks and exposure;
- Re-broking and market exercise to obtain renewal terms;
- Alignment of insurance and risk management philosophy;
- Pre-renewal meeting to discuss excess structures and alternatives for renewal;
- Renewal follow-up on alternative quotations;
- Presentation of renewal terms and recommended aggregates and service fees;
- Confirmation of placement and 100% cover;
- Confirmation of credit rating of insurance and re-insurance markets;
- Compilation of detailed insurance manual as well as full summary of cover, limits, conditions and exclusions;
- Check and provide issued policy as well as legal confirmation of statutory compliance;
- Compilation of claims procedural manual;
- Ad hoc adjustments and endorsements on sums insured and declarations to insurers/re-insurers;
- Day-to-day correspondence and queries;
- Monitor premium payments and refunds in accordance with accounts and statement;
- Ad hoc training where required in terms of policy and procedural manual.

2. TERMS OF REFERENCE

CLAIMS ADMINISTRATION

1. Administration of claims reported to the insurance broker:

- The insurance broker will acknowledge receipt of claim forms, confirm all claims in writing, as well as provide a claim number for each claim to the client within 2 (two) working days from receipt of the notification of the incident.
- If the claim is accepted by the insurer an agreement of loss will be generated and forwarded to the insurance section of the municipality within 10 (ten) working days from receipt of all the applicable documentation.

- On the insurance broker receiving the signed agreement of loss from the municipality where an asset has been lost, stolen or damaged the insurance broker should replace the asset and not forward funds to the municipality.
- Notice of repudiated/rejected claims will be forwarded to the insurance section of the municipality within 10 (ten) working days.
- The insurance broker will assist the insurance section with administration of claims in order to finalise all outstanding claims i.e. obtaining of reports, invoices, quotations etc.
- The insurance broker will provide statistics on all claims/declarations made per month no later than the 10th working day of the following month to the insurance section.
- The insurance broker should assist the insurance section in ensuring that where all documents have been submitted to the insurer, claims are finalised within one (1) month.
- The insurance broker should play an active role in ensuring that claims are finalised as quickly as possible so that Council's service delivery does not get affected for a long period.
- The insurance broker should provide reasons for delay on all claims that are outstanding for more than 6 months

2. Scheduling and coordinating of claims meetings:

- The insurance broker will schedule and co-ordinate monthly claim meetings, and ad-hoc meetings as and when required by the Finance Department of Emalahleni Local Municipality.
- The purpose of the meeting will be to discuss all claims as per the applicable insurance policies reported by the Finance Department to the insurance broker and to monitor the progress of all insurance claims reported to and authorised by the insurance broker.
- The insurance broker will bring their own scribe to take, prepare and distribute minutes of the meetings.

3. Electronic claims administration system to administrate short term insurance claims.

3. LOCATION OF WORKS

The location for the performance of the Project is the Municipal area of Emalahleni Local Municipality.

4. THREE YEAR CLAIMS HISTORY OF EMALAHLENI LOCAL MUNICIPALITY

CLASS	2020/2021	2021/2022	2022/2023 TO DATE
Combined Section	R 150,424.29	R 5,846,726.55	R 15,308,544.00
Houseowners			
Business Interruption			
Office Content			
Business All Risk	R 15,168.52	R 79,859.10	R 362,796.00
Theft			
Electronic Equipment	R 2,000.00		
Money			
Fidelity Guarantee			
Machinery Breakdown		R 1,074,667.20	R 2,550,500.20
Motor Fleet	R 824,711.66	R 1,262,653.32	R 1,262,653.32
General Liability	R 2,727,147.23	R 750,648.87	R 6,199,995.00
Motor Liability	R 125,466.11	R 130,856.42	R 631,696.00
SASRIA	R 5720.00		R 999,998.00
Stated Benefit	R 691,326.44	R 1,705,605.17	R 46,210.00
Group Personal Accident			
	R 4,541,964.25	R 10,851,016.63	R 27,362,392.52

5. KEY PERFORMANCE INDICATORS

The following Key Performance Indicators will be used to assess the performance of the service provider:

- The insurance broker will assist the insurance section with administration of claims in order to finalise all outstanding claims i.e. obtaining of reports, invoices, quotations etc.
- The insurance broker should ensure that a claim is registered within two (2) working days from receipt of claim.

- The insurance broker should assist the insurance section in ensuring that where all documents have been submitted to the insurer, claims are finalised within one (1) month.

The insurance broker should provide reasons for delay on all claims that are outstanding for more than 3 months



**EMALAHLENI LOCAL
MUNICIPALITY**

**SUPPLY CHAIN MANAGEMENT
POLICY**

2023/2024



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CHAPTER 1

DEFINITIONS

In this policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the MFMA has the same meaning as in the MFMA. Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include companies, close corporations and firms, unless the context clearly indicates otherwise. Unless otherwise indicated, all amounts/limits stated in this document shall be deemed to be inclusive of all applicable taxes.

- 1.1** **“Adjudication points”**: means the points for price and points for B-BBEE contribution referred to in the Preferential Procurement Regulations, 2011 and the Preferential Procurement section of this policy, also referred to as “evaluation points”.
- 1.2** **“All applicable taxes”**: includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 1.3** **“Asset”**: means a tangible or intangible resource capable of ownership.
- 1.4** **“B-BBEE”**: means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.5** **“B-BBEE Status Level of Contributor”**: means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 1.6** **“Bid”**: means a written offer in a prescribed or stipulated form in response to an invitation by the municipality for the provision of goods, services or construction works through price quotations, advertised competitive bidding processes or proposals.
- 1.7** **“Bidder”**: means any person submitting a competitive bid or a quotation.
- 1.8** **“Broad-Based Black Economic Empowerment Act”**: means the Broad-Based Black Economic Empowerment Act, 53 of 2003 and Codes of Good Practice pertaining thereto.
- 1.9** **“Capital Asset”**: means:
 - 1.9.1** any immovable asset such as land, property, or buildings; or
 - 1.9.2** any movable asset that can be used continuously or repeatedly for more than one year in the production or supply of goods or services, for rental to others or for administrative purposes, and from which future benefit can be derived, such as plant, machinery and equipment.
- 1.10** **“Closing Time”**: means the time and day specified in the bid documents for the receipt of bids.
- 1.11** **“Comparative Price”**: means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 1.12** **“Competitive Bidding Process”**: means a competitive bidding process referred to in Regulation 12 (1) (d) of the Supply Chain Management Regulations.
- 1.13** **“Competitive Bid”**: means a bid in terms of a competitive bidding process.
- 1.14** **“Community Based Vendor”**: means a supplier of goods, services and/or construction works who resides in a target area or community, who meets the criteria for community based

vendors as determined by the Director: Supply Chain Management from time to time, and who is registered as such on the municipality's Supplier database.

- 1.15** “**Consortium**”: an association or grouping of institutions, business, or financial organization, usually set up for a common purpose that would be beyond the capabilities of a single member of the group.
- 1.16** “**Construction Industry Development Board (CIDB) Act**”: means the Construction Industry Development Board Act, 38 of 2000 and includes the regulations pertaining thereto.
- 1.17** “**Construction Works**”: means any work in connection with:
- 1.17.1** the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- 1.17.2** the installation, erection, dismantling or maintenance of a fixed plant;
- 1.17.3** the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, sewer or water reticulation system or any similar civil engineering structure; or
- 1.17.4** the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
- 1.18** “**Consultant**”: means a person or entity providing services requiring knowledge-based expertise and includes professional service providers.
- 1.19** “**Contract**”: means the agreement, which is concluded when the municipality accepts, in writing, a competitive bid or quotation submitted by a supplier.
- 1.20** “**Contractor**”: means any person or entity whose competitive bid or quotation has been accepted by the municipality.
- 1.21** “**Contract participation goal**”: the value of the participation of a specific target group that a contractor must achieve in the performance of a contract, expressed as a percentage of the bid sum less provisional sums, contingencies and VAT.
- 1.22** “**Day(s)**”: means calendar days unless the context indicates otherwise.
- 1.23** “**Delegated Authority**”: means any person or committee delegated with authority by the municipality in terms of the provisions of the Municipal Finance Management Act.
- 1.24** “**Designated sector**”: means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
- 1.25** “**Designated group**” means:
- a) Black designated groups;
 - b) Black people;
 - c) Women;
 - d) People with disabilities; : means, in respect of a person, a permanent impairment of a physical, or intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner or in the range considered normal for a human being ; or

e) Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

- 1.26** **“Evaluation of Bids”**: in respect of bids that exceed R200 000, shall be deemed to take place when the Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee.
- 1.27** **“Evaluation Points”**: also referred to as “Adjudication Points” (see clause 1.1 above).
- 1.28** **“Exempted Capital Asset”**: means a municipal capital asset which is exempted by section 14(6) or 90(6) of the MFMA from the other provisions of that section.
- 1.29** **“Exempted Micro Enterprise (EME)”**: means a bidder with an annual total revenue of R5 million or less (in terms of the Broad-Based Black Economic Empowerment Act).
- 1.30** **“EPWP”** means an Expanded Public Works Programme.
- 1.31** **“Final Award”**: in relation to bids or quotations submitted for a contract, means the final decision on which bid or quote to accept.
- 1.32** **“Firm Price”**: means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 1.33** **“Formal Written Price Quotation”, “Written Price Quotation”, “Quotation” or “Quote”**: means a written or electronic offer to the municipality in response to an invitation to submit a quotation. Also referred to as “Bids”.
- 1.34** **“Functionality”**: means the measurement according to predetermined norms, as set out in the bid or quotation documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder. **“Functionality”** is also referred to as **“Quality”**.
- 1.35** **“Granting of Rights”**: means the granting by the municipality of the right to use, control or manage capital assets in circumstances where sections 14 and 90 of the MFMA and Chapters 2 and 3 of the Municipal Asset Transfer Regulations do not apply. In other words, where the granting of such rights does not amount to “transfer” or “disposal” of the asset and which includes leasing, letting, hiring out, etc., of the capital asset.
- 1.36** **“Green Procurement”**: is defined as taking into account environmental criteria for goods and services to be purchased to ensure that the related environmental impact is minimized.
- 1.37** **“highest acceptable tender” means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;**
- 1.38** **“Imported Content”**: means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its sub-contractors) 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 port or entry.

- 1.39** “**In the service of the state**”: means:
- 1.39.1** a member of any municipal council, any provincial legislature or the National Assembly or the National Council of Provinces;
- 1.39.2** an official of any municipality or municipal entity;
- 1.39.3** 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, 1 of 1999;
- 1.39.4** a member of the board of directors of any municipal entity;
- 1.39.5** a member of the accounting authority of any national or provincial public entity; or
- 1.39.6** an employee of Parliament or a provincial legislature.
- 1.40** “**Joint Venture or Consortium**”: means an association of persons formed for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract or contracts. The Joint Venture must be formalized by agreement between the parties.
- 1.41** “**Local Content**”: means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place.
- 1.42** “**Learner Contractor**”: an entity established by the ELM and enrolled within its Expanded Public Works Programme (EPWP)
- 1.43** “**Long term Contract**”: means a contract with a duration period exceeding one year.
- 1.44** “**lowest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders”
- 1.45** “**Municipality**”: means the municipality of the Nkangala District or any person(s) or committee delegated with the authority to act on its behalf.
- 1.46** “**Municipal Manager**”: means the Accounting Officer as defined in the Municipal Finance Management Act.
- 1.47** “**Municipal Asset Transfer Regulations**”: means the Municipal Asset Transfer Regulations published in Government Gazette 31346 of 22 August 2008.
- 1.48** “**Municipal Entity**”: means an entity as defined in the Systems Act.
- 1.49** “**Municipal Finance Management Act**” (MFMA): means the Local Government: Municipal Finance Management Act, 56 of 2003.
- 1.50** “**Non-compliant Contributor**”: means a person who does not meet the minimum score to qualify as a status level 8 B-BBEE Contributor, or a person who is not verified in terms of the required Sector Charter.
- 1.51** “**Non-exempted Capital Asset**”: means a municipal capital asset which is not exempted by section 14(6) or 90(6) of the MFMA, from the other provisions of that section.
- 1.52** “**Non-firm Prices**”: means all prices other than “firm” prices.
- 1.53** “**Person**”: includes a natural or legal entity.
- 1.54** “**Policy**”: means this Supply Chain Management Policy as amended from time to time.
- 1.55** “**Preference points**”: mean the points for preference referred to in this Policy.
- 1.56** “**Preferential Procurement Policy Framework Act**” (PPPFA): means the Preferential Procurement Policy Framework Act, 5 of 2000.

- 1.57** “**Preferential Procurement Regulations**” (**PPR**): means the regulations pertaining to the PPPFA.
- 1.58** “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.59** “**Prime Contractor**”: shall have the same meaning as “Contractor”.
- 1.60** “**Promotion of Administrative Justice Act**”: means the Promotion of Administrative Justice Act, 3 of 2000.
- 1.61** “**Quality**”: also referred to as “Functionality” (see clause 1.34 above).
- 1.62** “**Rand Value**”: means the total estimated value of a contract in Rand, calculated at the time of tender invitation.
- 1.63** “**Republic**”: means the Republic of South Africa.
- 1.64** “**Responsible Agent**”: means either an internal project manager (being an employee of the municipality) or an external consultant (appointed by the municipality), as the case may be, who is responsible for the implementation of a project or part thereof.
- 1.65** “**SARS**”: means the South African Revenue Services.
- 1.66** “**SITA**”: means the State Information Technology Agency.
- 1.67** “**specific goals**” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 1.68** “**Stipulated Minimum Threshold**”: means that portion of local production and content as determined by the Department of Trade and Industry.
- 1.69** “**Sub-contract**”: means the prime contractor’s assigning, leasing, making out work to, or employing, another person to support such prime contractor in the execution of part of a project in terms of the contract.
- 1.70** “**Sub-contractor**”: means any person that is assigned, leased, employed or contracted by the prime contractor to carry out work in support of the prime contractor in the execution of a contract.
- 1.71** “**Supplier/Vendor**”: are generic terms which may include suppliers of goods and services, contractors and/or consultants.
- 1.72** “**Supplier Database**”: means the list of accredited prospective providers which a municipality or municipal entity must keep in terms of Regulation 14 of the Supply Chain Management Regulations.
- 1.73** “**Supply Chain Management (SCM) Regulations**”: means the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act.
- 1.74** “**Systems Act**”: means the Local Government: Municipal Systems Act, 32 of 2000.
- 1.75** “**Targeted Labour**”: means those individuals employed by a contractor, or sub-contractor, in the performance of a contract, who are defined in the contract as the target group, and who permanently reside in the defined target area.

- 1.76** **“Targeted Enterprises”**: means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.
- 1.77** **“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;
- 1.78** **“Tenderer”**: means “bid/bidder”.
- 1.79** **“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 contract, excluding direct and disposal of assets through public auctions.
- 1.80** **“Term Bid”**: means a rates-based bid for the supply of goods, services or construction works, which are of an ad-hoc or repetitive nature where the individual rates are approved for use over a predetermined period.
- 1.81** **“Total Revenue”**: bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 1.82** **“Transaction Value”**: means the actual contract value (the bid sum or price) in South African currency, inclusive of all applicable taxes in respect of the goods, services or construction works that are contracted for.
- 1.83** **“Treasury Guidelines”**: means any guidelines on supply chain management issued by the Minister in terms of section 168 of the MFMA;
- 1.84** **“Trust”**: means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.85** **“Unsolicited Bid”**: means an offer submitted by any person at its own initiative without having been invited by the municipality to do so.
- 1.86** **Youth**” any persons between the ages of 14 and 35 years. (it embraces varied categories of the youth, which have been exposed to different socio-political and historical experiences) .

CHAPTER 2

ESTABLISHMENT AND IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

2. SUPPLY CHAIN MANAGEMENT POLICY

- 2.1** The principles of the supply chain management policy are that it
- 2.1.1** gives effect to –
- 2.1.1.1** section 217 of the Constitution; and
- 2.1.1.2** Part 1 of Chapter 11 and other applicable provisions of the MFMA;
- 2.1.2** is fair, equitable, transparent, competitive and cost effective;
- 2.1.3** complies with –
- 2.1.3.1** the regulatory framework prescribed in Chapter 2 of the Regulations; and
- 2.1.3.2** any minimum norms and standards that may be prescribed in terms of section 168 of the MFMA;
- 2.1.4** is consistent with other applicable legislation including;
- 2.1.4.1** the Preferential Procurement Policy Framework Act
- 2.1.4.2** the Broad-Based Black Economic Empowerment Act;
- 2.1.4.3** the Construction Industry Development Board Act;
- 2.1.4.4** the Local Government: Municipal Systems Act; and
- 2.1.4.5** the Promotion of Administrative Justice Act
- 2.1.5** does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and
- 2.1.6** is consistent with national economic policy concerning the promotion of investments and doing business with the public sector
- 2.2** The provisions of the supply chain management policy must be followed when –
- 2.2.1** procuring goods or services and construction works and consultant services;
- 2.2.2** disposing of goods no longer needed;
- 2.2.3** selecting contractors to provide assistance in the provision of municipal services, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies; or
- 2.2.4** selecting external mechanisms referred to in section 80(1)(b) of the Municipal Systems Act for the provision of municipal services in circumstances contemplated in section 83 of that Act.
- 2.3** Unless specifically stated otherwise this Policy does not apply if the Municipality contracts with another organ of state for:
- 2.3.1** the provision of goods or services to the Municipality;
- 2.3.2** the provision of a municipal service; or
- 2.3.3** the procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement. A report shall nevertheless be submitted to the Bid Adjudication Committee seeking authority to contract with another organ of state.

3 ELEMENTS OF THE SUPPLY CHAIN MANAGEMENT POLICY

- 3.1** The accounting officer must –
 - 3.1.1** at least annually review the implementation of this policy; and
 - 3.1.2** when the accounting officer considers it necessary, submit proposals for the amendment of this policy to the council.
- 3.2** If the accounting officer submits a draft policy to the council that differs from the model policy, the accounting officer must ensure that such draft policy complies with the Regulations. The accounting officer must report any deviation from the model policy to the National Treasury and the relevant provincial treasury.
- 3.3** When amending this supply chain management policy, the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses, must be taken into account.
- 3.4** The accounting officer of the municipality must take all reasonable steps to ensure that this supply chain management policy is implemented.

4. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS AND DUTIES

- 4.1** The powers and duties to be performed in respect of the implementation of supply chain management are delegated to the accounting officer –
 - 4.1.1** to discharge the supply chain management responsibilities conferred on accounting officers in terms of Chapter 8 or 10 of the MFMA; and the supply chain management policy;
 - 4.1.2** to maximise administrative and operational efficiency in the implementation of the supply chain management policy;
 - 4.1.3** to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favouritism, and unfair and irregular practices in the implementation of the supply chain management policy; and
 - 4.1.4** to comply with the accounting officer’s responsibilities in terms of section 115 and other applicable provisions of the MFMA.
- 4.2** The accounting officer may not delegate or sub-delegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee which is not exclusively composed of officials of the municipality.
- 4.3** The Accounting Officer shall ensure that all persons involved in the implementation of this Policy meet the prescribed competency levels, and where necessary, shall provide relevant training.

5 SUB-DELEGATIONS

- 5.1** The accounting officer may, in terms of section 79 of the MFMA, sub-delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this policy, but any such sub- delegation must be consistent with paragraph 4 and sub-paragraph 5.2 of this policy.
- 5.2** The power to make a final award –

- 5.2.1** above **R10 000 000.00 [Ten Million Rand]** (VAT included) may not be sub-delegated by the accounting officer;
- 5.2.2** above **R2 000 000.00 [Two Million Rand]** (VAT included), but not exceeding **R10 000 000.00 [Ten Million Rand]** (VAT included), may be sub-delegated but only to -
 - 5.2.2.1** the chief financial officer;
 - 5.2.2.2** a senior manager; or
 - 5.2.2.3** a bid adjudication committee of which the chief financial officer or a senior manager is a member;
- 5.2.3** not exceeding **R2 000 000.00 [Two Million Rand]** (VAT included) may be sub delegated but only to –
 - 5.2.3.1** the chief financial officer;
 - 5.2.3.2** a senior manager;
 - 5.2.3.3** a manager directly accountable to the chief financial officer or a senior manager; or
 - 5.2.3.4** a bid adjudication committee.
- 5.3** An official or bid adjudication committee to which the power to make final awards has been sub-delegated, must within 10 working days of the end of each month submit to the accounting officer a written report containing particulars of each final award made by such official or committee during that month, including –
 - 5.3.1** the amount of the award;
 - 5.3.2** the name of the person to whom the award was made; and
 - 5.3.3** the reason why the award was made to that person.
- 5.4** This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub-delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 32 of this policy.
- 5.5** No supply chain management decision-making powers may be delegated to an advisor or consultant.
- 5.6** The accounting officer may not delegate or sub-delegate the authority to enter into negotiations in terms of paragraph 40 of this policy.

6 OVERSIGHT ROLES OF COUNCIL

- 6.1** The council retains the right to oversee the implementation of this supply chain management policy.
 - 6.1.1** Section 117 of the Municipal Finance Management Act prohibits a Municipality Councillor from being a member of a bid committee or any other committee evaluating or approving quotations or bids, nor may a Municipality Councillor attend any such meeting as an observer.
 - 6.1.2** The Executive Mayor must provide general political guidance over the fiscal and financial affairs of the Municipality and must monitor and oversee the exercise of responsibilities assigned to the Municipality Manager and chief financial officer in terms of the Municipal Finance Management Act.
- 6.2** For the purposes of such oversight the accounting officer must –
 - 6.2.1** within 30 days of the end of each financial year, submit a report on the implementation of the supply chain management policy of the municipality to the council of the municipality: or

6.2.2 whenever there are serious and material problems in the implementation of the supply chain management policy, immediately submit a report to the council.

6.3 The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the executive mayor.

6.4 The reports must be made public in accordance with section 21A of the Municipal Systems Act.

7. SUPPLY CHAIN MANAGEMENT UNIT

7.1 A supply chain management unit was established to implement this supply chain management policy.

7.2 The supply chain management unit operates under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the MFMA

**CHAPTER 3
FRAMEWORK FOR SUPPLY CHAIN MANAGEMENT**

8. FORMAT OF SUPPLY CHAIN MANAGEMENT

This supply chain management policy provides systems for –

8.1 demand management;

8.2 acquisition management;

8.3 logistics management;

8.4 disposal management; and

8.5 performance management.

PART 1: DEMAND MANAGEMENT

9. SYSTEM OF DEMAND MANAGEMENT

9.1 To ensure that the resources required to support the strategic and operational commitments are delivered at the correct time, at the right price and at the right location and that the quantity and quality satisfy needs, the system of demand management includes the following:

9.2 Acquisition and disposal of all goods required to meet the strategic goals outlined in the Integrated Development Plan must be quantified, budgeted, and planned to ensure timely and effective delivery, appropriate quality at a fair cost to meet the needs of the municipality and community.

9.2.1 The Municipality's Integrated Development Plan (IDP) is a comprehensive strategy document setting out how the Municipality intends to tackle its development challenges in a financial year. It is based on the IDP that the resources of the municipality will be allocated and on which the budget is based.

9.2.2 Critical delivery dates must be determined and adhered to as set out in the service delivery and budget implementation plan contemplated in section 69(3)(a) of the MFMA.

9.3 If the requirement is of a repetitive nature and there are benefits of economies of scale, a contract for a specific commodity should be arranged.

- 9.4 In order to compile the correct specifications industry analysis / research must be regularly undertaken to ensure future needs and technology benefits are maximised.
- 9.5 In order to achieve effective demand management, **the Assistant Manager Demand:** Supply Chain Management shall continuously ensure:
 - 9.5.1 That efficient and effective provisioning and procurement systems and practices are implemented to enable the Municipality to deliver the required quantity and quality of services to the communities.
 - 9.5.2 The establishment of uniformity in policies, procedures, documents and contract options and the implementation of sound systems of control and accountability.
 - 9.5.3 The development of a world-class professional supply chain management system which results in continuing improvement in affordability and value for money, based on total cost of ownership and quality of procurement as competition amongst suppliers is enhanced.
 - 9.5.4 In dealing with suppliers and potential suppliers that the Municipality shall respond promptly, courteously, and efficiently to enquiries, suggestions and complaints.
- 9.6 Major Activities
 - 9.6.1 Demand management lies at the beginning of the supply chain and the major activities associated with identifying demand are:
 - 9.6.1.1 establishing requirements;
 - 9.6.1.2 determining needs; and
 - 9.6.1.3 deciding on appropriate procurement strategies.
 - 9.6.2 Demand management accordingly shall involve the following activities:
 - 9.6.2.1 understanding the future needs;
 - 9.6.2.2 identifying critical delivery dates;
 - 9.6.2.3 identifying the frequency of the need;
 - 9.6.2.4 linking the requirements to the budget;
 - 9.6.2.5 conducting expenditure analyses based on past expenditure;
 - 9.6.2.6 determining requirements;
 - 9.6.2.7 conducting commodity analyses in order to check for alternatives; and
 - 9.6.2.8 conducting industry analyses.

PART 2: ACQUISITION MANAGEMENT

- 10. **SYSTEM OF ACQUISITION MANAGEMENT**
 - 10.1 Through operational procedures, an effective system of acquisition management is to be established to ensure: -
 - 10.1.1 that goods and services are procured in accordance with authorised processes only;
 - 10.1.2 that expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the MFMA;
 - 10.1.3 that the threshold values for the different procurement processes are complied with;
 - 10.1.4 that bid documentation, evaluation and adjudication criteria as well as general conditions of contract, are in accordance with any applicable legislation;

10.2 APPLICATION

10.2.1 This acquisition management system contains the general conditions and procedures which are applicable, as amended from time to time, to all procurement, contracts, and orders for the Municipality.

10.3 SUPPLIER DATABASE

10.3 The Accounting Officer shall ensure that the Municipality's suppliers are registered on Central Suppliers Database, through newspapers commonly circulating locally, the website of the Municipality, and any other appropriate ways, invite prospective suppliers of goods and services, and any new commodities or types of services, construction works and consultant services to apply for listing as an accredited prospective supplier.

10.4 The Accounting Officer shall disallow any prospective supplier to do business with the Municipality if they do not comply with the accreditation requirements based on standards, set by any relevant control bodies that govern or regulate the category of service or industry.

10.5 The Accounting Officer shall disallow the listing of any prospective supplier whose name appears on the National Treasury's List of Restricted Suppliers and/or Register for Tender Defaulters and who is therefore prohibited from doing business with the public sector.

10.6 For s (up to and including **R200 000.00 [Two Hundred Thousand Rand]**) bidders are required to be registered on the Central Supplier Database (CSD) prior to the acceptance of their quotation (the issue of an official order) in respect of the goods or services required. Procurements above **R200 000.00 [Two Hundred Thousand Rand]** go through a competitive bidding process

10.7 Where bids exceed **R200 000.00 [Two Hundred Thousand]**, bidders who are not registered on the Central Suppliers Database are not precluded from submitting bids but must however be registered prior to the awarding of the tender.

10.8 All parties to a Joint Venture or Consortium must individually comply with the requirements of clauses 10.4 and 10.5 above.

11. RANGE OF PROCUREMENT PROCESSES

11.1 The procurement of goods and services through this policy is executed by way of –

11.1.1 petty cash purchases, up to a transaction value of **R2 000.00 [Two Thousand Rand]** (VAT included);

11.1.2 written quotations by the proposed supplier for procurement of a transaction value over **R2 000.00 [Two Thousand Rand]** but less than **R30 000.00 [Thirty Thousand Rand]** (VAT included);

11.1.3 formal written price quotations for procurement of a transaction value over **R30 001** (VAT included) but less than **R200 000.00 [Two Hundred Thousand Rand]** (VAT included); and

11.1.4 a competitive bidding process for–

11.1.4.1 procurement above a transaction value of **R200 000.00 [Two Hundred Thousand Rand]** (VAT included);

- 11.1.4.2 the procurement of long term contracts;
- 11.1.4.3 allocation of projects to leaner contractors on the EPWP programme;
- 11.1.4.4 allocation of projects through the cooperatives policy
- 11.2 The accounting officer may, in writing: -
 - 11.2.1 lower, but not increase, the different threshold values specified in sub-paragraph 11.1; or
 - 11.2.2 direct that –
 - 11.2.2.1 written, or formal written price quotations be obtained for any specific procurement of a transaction value lower than **R2 000.00 [Two Thousand Rand]** (VAT included);
 - 11.2.2.2 formal written price quotations be obtained for any specific procurement of a transaction value lower than **R30 000.00 [Thirty Thousand Rand]** (VAT included); or
 - 11.2.2.3 a competitive bidding process be followed for any specific procurement of a transaction value lower than **R200 000.00 [Two Hundred Thousand Rand]** (VAT included).
- 11.3 Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy. When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.

12 GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS, FORMAL WRITTEN PRICE QUOTATIONS OR BIDS

- 12.1 A written quotation, formal written price quotation or bid may not be considered unless the provider who submitted the quotation or bid –
 - 12.1.1 has furnished that provider's –
 - 12.1.1.1 full name;
 - 12.1.1.2 identification number or company or other registration number;
 - 12.1.1.3 tax reference number and VAT registration number, if any; and
 - 12.1.1.4 tax clearance from the South African Revenue Services that the provider's tax matters are in order; and
 - 12.2.1 has indicated-
 - 12.2.1.1 whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
 - 12.2.1.2 if the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - 12.2.1.3 whether a spouse, life partner, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to is in the service of the state or has been in the service of the state in the previous twelve months.

13. PREFERENTIAL PROCUREMENT AIM

13.1 The aim of this section of the Municipality's Supply Chain Management Policy is to give effect to, and to ensure compliance with, all applicable legislation and national directives in respect of preferential procurement and broad-based black economic empowerment.

13.1.2 The following procurement strategies are addressed in this section:

13.1.2.1 the application of a preference point system in terms of the revised Preferential Procurement Regulations (PPR), 2022.

13.1.2.2 the unbundling of large projects, where appropriate, into smaller contracts to ensure that a spread of opportunities is made available to suppliers, service providers and construction contractors of various sizes.

13.1.2.3 the use of functionality/quality, where appropriate, in procurement processes to ensure that goods supplied are fit for purpose, or that a minimum level of experience and competence in respect of service providers or construction contractors is attained.

13.1.2.4 the increase of employment opportunities by ensuring the use of labour-intensive technologies.

13.1.2.5 the targeting of labour and/or enterprises from specific areas within the boundaries of the Nkangala Municipal area.

13.1.3 Preferential procurement is further enhanced by provisions aimed at improved access to information, simplification of documentation; deduct performance from payment invoices, reduced payment cycles and good governance.

13.2 KEY PRINCIPLES OF THE PREFERENTIAL PROCUREMENT SYSTEM

13.2.1 The key principles of this system are:

13.2.2. Identification of preference point system;

13.2.2.1 The application of 80/20 preference point system for acquisition of goods or services with Rand value equal to or below **R50 million**;

13.2.2.2 The application of 90/10 preference point system for acquisition of goods or services with Rand value **above R50 million**;

13.2.2.3 The application of 80/20 preference points system for tenders to generate income or to dispose of or lease assets with Rand value equal to or **below R50 million**;

13.2.2.4 The application of 90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value **above R50 million**;

13.2.3 That bids may be declared non-responsive if they fail to achieve a minimum score for functionality (quality), if indicated in the bid documents.

13.2.4 The preference point system shall be used in the evaluation of responsive bids for the purposes of determining preferred/recommended bidders, and for the adjudication thereof.

13.2.5 The preference point system is not applicable to petty cash purchases.

13.3 PLANNING AND IDENTIFICATION OF PREFERENCE POINT SYSTEM

- 13.3.1** Prior to embarking on any procurement process, the responsible Department must properly plan for, and, as far as possible, accurately estimate the cost of the goods, services or construction works for which bids are to be invited.
- 13.3.2** The Bid Specifications Committee shall determine the appropriate preference point system to be used in the evaluation and adjudication of bids and shall ensure that such is clearly stipulated in the bid documentation as contemplated in section 2 of the Preferential Procurement Policy Framework Act (PPPFA), 2000 including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
- 13.3.3** An organ of state must, in the tender documents, stipulate—
 - 13.3.3.1** the applicable preference point system as envisaged in Preferential Procurement Regulations (PPR) 2022, section 4, 5, 6 or 7;
 - 13.3.3.2** The specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.
 - 13.3.3.3** 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—
 - 13.3.3.4** 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
 - 13.3.3.5** 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.
- 13.3.4** That the bid specifications and the advert must be approved by the Accounting Officer or his/her delegate before it can be advertised.

13.4 EVALUATION OF BIDS BASED ON FUNCTIONALITY (QUALITY)

- 13.4.1** Functionality (otherwise known as quality) may be included in the bid evaluation process as a qualifying (eligibility) criterion.
- 13.4.2** If a bid is to be evaluated on functionality, this must be clearly stated in the invitation to submit a bid, and in the bid documentation.
- 13.4.3** The evaluation criteria for measuring functionality must be objective. When evaluating bids on functionality the:
 - 13.4.3.1** evaluation criteria for measuring functionality;
 - 13.4.3.2** weight of each criterion;
 - 13.4.3.3** applicable values; and
 - 13.4.3.4** minimum qualifying score for functionality, must be clearly stipulated in the bid document.

13.5 CLOSED BIDDING MAY BE CONSIDERED FOR CONTRACT MANAGEMENT FOR SPECIALIZED PROJECTS

13.5.1 If a bid fails to achieve the minimum qualifying score for compliance or functionality requirements as indicated in the bid document, it must be regarded as non-responsive, and be rejected (not considered any further in the evaluation process).

13.5.2 Bids that have achieved the minimum score for functionality, and passed any other responsiveness tests, must be evaluated further in terms of the preference point system prescribed below.

13.5.2.1 The municipality is allowed to request documents from bidders for completeness of compliance purposes which may not provide an added advantage/ standing above other bidders.

13.6 EVALUATION OF BIDS BASED ON THE PREFERENTIAL POINTS SYSTEM

13.6.1 The municipality must, in the tender documents, stipulate -

13.6.1.1 The applicable preference point system applicable to the tender as envisaged in Preferential Procurement Regulations (PPR) 2022, section 4, 5, 6 or 7;

13.6.1.2 the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

13.6.2 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—

13.6.2.1 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

13.6.2.2 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.

13.7 THE APPLICATION OF 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS OR SERVICES WITH RAND VALUE EQUAL TO OR BELOW R50 MILLION

13.7.1 The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = \frac{80(1 - \frac{PT - Pmin}{Pmin})}{Pmin}$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

13.7.2 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender in the tender document as follows:

13.7.2.1 *For 100% black person or people owned or people owned enterprise: 5 Points.*
For at least 30% woman or women shareholding or owned entries: 5 Points.
For at least 30% youth shareholding or owned enterprise: 2.5 Points.
For at least 30% people living with disability shareholding or owned enterprise: 2.5 Points.
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP – for enterprise regarded as EME located within the local area of eMalahleni jurisdiction: 5 Points.

13.7.3 The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

13.7.4 Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), 2000 the contract must be awarded to the tenderer scoring the highest points.

13.8 THE APPLICATION OF 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS OR SERVICES WITH RAND VALUE ABOVE R50 MILLION

13.8.1 The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$Ps = \frac{90(1 - \frac{PT - Pmin}{Pmin})}{Pmin}$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

13.8.2 A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender in the tender document as follows:

13.8.2.1 *For 100% black person or people owned or people owned enterprise: 2 Points.*
For at least 30% woman or women shareholding or owned entries: 2 Points.
For at least 30% youth shareholding or owned enterprise: 2 Points.
For at least 30% people living with disability shareholding or owned enterprise: 2 Points.
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP – for enterprise regarded as EME located within the local area of eMalahleni jurisdiction: 2 Points.

13.8.3 The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

13.8.4 Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), 2000 the contract must be awarded to the tenderer scoring the highest points.

13.9 THE APPLICATION OF 80/20 PREFERENCE POINTS SYSTEM FOR TENDERS FOR INCOME-GENERATING CONTRACTS WITH RAND VALUE EQUAL TO OR BELOW R50 MILLION

13.9.1 The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = \frac{(80 (1 + \frac{PT - Pmax}{Pmax}))}{Pmax}$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

13.9.2 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender in the tender document as follows:

13.9.2.1

Race 30%

Gender 30%

Disability 30%

RDP 10%

13.9.3 The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

13.9.4 Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), 2000 the contract must be awarded to the tenderer scoring the highest points.

13.10 THE APPLICATION OF 90/10 PREFERENCE POINT SYSTEM FOR TENDERS FOR INCOME-GENERATING CONTRACTS WITH RAND VALUE ABOVE R50 MILLION

13.10.1 The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

$$Ps = \frac{(90(1 + \frac{PT - Pmax}{Pmax}))}{Pmax}$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

13.10.2 A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender in the tender document as follows:

13.10.2.1

Race 30%

Gender 30%

Disability 30%

RDP (Youth) 10%

- 13.10.3** The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- 13.10.4** Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), 2000 the contract must be awarded to the tenderer scoring the highest points.
- 13.11** **CRITERIA FOR BREAKING OF DEADLOCK IN SCORING**
- 13.11.1** If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 13.11.2** If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
- 13.12** **REMEDIES**
- 13.12.1** If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, it must—
- 13.12.1.1** inform the tenderer accordingly; and
- 13.12.1.2** give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- 13.12.2** After considering the representations referred to in sub- regulation 13.13.1.2, the organ of state may, if it concludes that such information is false—
- 13.12.2.1** disqualify the tenderer or terminate the contract in whole or in part; and
- 13.12.2.2** if applicable, claim damages from the tenderer.
- 13.13** **SUBCONTRACTING**
- 13.13.1** If feasible to subcontract for a contract above R30 Million, an organ of state must apply subcontracting to advance designated groups;
- 13.13.2** If the municipality applies subcontracting as contemplated in sub-regulation 13.13.1, the municipality must advertise the tender with a specific tendering condition that the successful bidder must subcontract a minimum of 30% of the value of the contract to an **Exempted Micro Enterprises (EME)** or **Qualifying Small Enterprise (QSE)** with at least 51% owned by black people, youth, women, people with disabilities, people living in under-developed areas of townships.
- 13.14** **CONDITIONS RELATING TO THE GRANTING OF PREFERENCES**
- 13.14.1** Bidders must, in the manner stipulated in the bid documentation, declare that:
- 13.14.1.1** the information provided is true and correct;
- 13.14.1.2** the signatory to the bid document is duly authorised; and
- 13.14.1.3** documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Municipality.
- 13.14.2** Only bidders who have completed and signed the necessary declarations may be considered.

13.14.3 The Bid Evaluation Committee must, when calculating comparative prices, take into account any discounts which have been offered unconditionally.

13.14.4 A discount which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is affected.

13.15 **CODES OF GOOD PRACTICE**

13.15.1 If a service is required that can be provided by one or more tertiary institutions or public entities and enterprises from the private sector, the appointment of a service provider/contractor must be done by means of a competitive bidding process.

13.16 **OTHER SPECIFIC GOALS UNBUNDLING STRATEGIES**

13.16.1 In order to encourage increased participation and the sustainable growth of the small business sector, the unbundling of larger projects into smaller, more manageable, contracts is encouraged.

13.16.2 Unbundling must however be considered in the context of:

13.16.2.1 economies of scale being lost;

13.16.2.2 abortive work becoming necessary;

13.16.2.3 additional demands (not only financial) being placed on the Municipality's resources; and

13.16.2.4 the risk of later phases not being completed as a result of budget cuts becoming necessary in the future.

13.16.3 Unbundling, and all its associated implications, must therefore be carefully considered at the planning stage of any project and the budgets for, and design thereof, should be structure accordingly.

13.16.4 It is important to note that while it is the Municipality's policy to procure goods, services or construction works in the smallest practicable quantities, the practice of parcelling such procurement to avoid complying with the requirements of the different range of procurement processes described in this policy is not permitted

13.17 **INCREASING EMPLOYMENT OPPORTUNITIES**

13.17.1 One of the Municipality's key socio-economic objectives is to facilitate the creation of employment for the people of Emalahleni Local Municipality.

13.17.2 Increasing employment opportunities through procurement may be achieved by specifying labour intensive technologies and/or methods of construction in the bid documents.

13.17.3 It is up to Responsible Department to thoroughly investigate the options available in the above regard, to evaluate the positive versus negative impact of any proposals, and to specify labour intensive technologies and/or methods where appropriate.

13.17.4 All labour earning less than a threshold wage, determined in accordance with department of labour ministerial determination, which is employed for the provision of services or construction works for the Municipality, shall be reported in the prescribed format, on a monthly basis, to the Corporate EPWP Unit.

13.18 TARGETED LABOUR AND/OR TARGETED ENTERPRISES

- 13.18.1** The targeting of labour and/or enterprises from specific areas within the boundaries of Emalahleni Local Municipal area may be achieved, where appropriate, by specifying in the bid documents, a minimum level of participation (a contract participation goal) that must be achieved in respect of targeted labour and/or targeted enterprises in the performance of the contract. The allocation of targeted enterprises will be as follows: 30% women, 30% youth, 30% disability and 10% others.
- 13.18.2** Specified contract participation goals must be measurable and achievable, and the performance in respect of which must be monitored by the Responsible Agents during the execution of the contract.
- 13.18.3** Where a minimum contract participation goal has been specified in respect of targeted labour and/or enterprises, the contractor is obliged to meet that goal, and must be penalised if he or she does not.
- 13.18.4** Contract participation goals in respect of targeted labour and/or enterprises may not be introduced into the preference point system used for the evaluation of bids

13.19 CALCULATION OF PENALTIES

- 13.19.1** Penalties for failure to comply with specific terms and conditions of the contract must be clearly stipulated in the bid/contract document and must be applied should the terms or conditions not be met.
- 13.19.2** The penalty to be applied for sub-contracting more than 25% of the value of a contract to enterprises that do not qualify for at least the preference points that the prime contractor qualified for (unless the sub-contractors are Exempted Micro Enterprises) shall be as provided for in any prescribed standard contract documentation, failing which the following formula shall be stipulated:
Penalty = 0.5 x E (%) x P* Where:
E = The value of work (excluding VAT), executed by sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for, expressed as a percentage of P*, less 25%
P* = Accepted bid sum less provisional sums, contingencies and VAT.
The penalty to be applied for non-compliance with a specified contract participation goal, is as follows: Penalty = (CPG – CPG) x P* s a
Where:
CPG = The minimum Contract Participation Goals specified (expressed as a percentage). CPG^a = The Contract Participation Goal achieved (expressed as a percentage).
P* = Accepted bid sum less provisional sums, contingencies and VAT. Documentation
- 13.19.3** Within the context of preferential procurement, one of the strategies to encourage and assist entry into Local Government procurement by emerging businesses is to simplify and/or standardise bid/contract documentation wherever possible.

13.19.4 To this end, the Municipality will prepare a suite of standard documentation and, where appropriate, simplified bid/contract documents for use in the Municipality's procurement process as and where applicable.

13.19.5 Where standard bid/contract documentation is prescribed in terms of legislation (the CIDB Standard for Uniformity, for example) such standard documentation must be used for the procurement of goods, services and/or construction works, as applicable.

14. REMEDIES ACTION IN RESPECT OF FRAUD OR NON-PERFORMANCE

14.1 The Accounting Officer must upon detecting that the specified goals have been claimed on or obtained on a fraudulent basis, or that any of the conditions of the contract have not been fulfilled, act against the bidder or person awarded the contract.

14.2 The Accounting Officer may, in addition to any other remedy that he may have against the bidder or person awarded the contract:

14.2.1 cancel the contract and claim any damages which the Municipality has

14.2.2 disqualify the person from the bidding process;

14.2.3 recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; suffered as a result of having to make less favourable arrangements due to such cancellation; Expanded Public Works Programme;

14.2.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis and or non-performance, from obtaining business from the Municipality for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

14.2.5 forward the matter for criminal prosecution.

15. GUARANTEES FOR DUE PERFORMANCE MAIN CONTRACTORS MUST ENSURE INSURANCE

15.1 Performance guarantees for the procurement of goods and services (including consultant services) will not generally be called for, but in exceptional circumstances, where required, will be in accordance with the limits set for construction works below.

15.2 Main contractors must ensure that when performance guarantee is required, such guarantee should cover the subcontractor(s)

15.3 The performance guarantees required for construction works are as follows:

15.3.1 In respect of a Rand value less than or equal to **R 500 000: 2, 5%** may be waived in respect of **PE/EME** (that is, no performance guarantee is required);

15.3.2 In respect of a Rand value exceeding **R 500 000**, but less than or equal to **R1 000 000: 5%** of the bid sum;

15.3.3 In respect of a Rand value exceeding **R1 000 000**, but less than or equal to **R 10 000 000: 10%** of the bid sum; unless otherwise provided for in the standard conditions of contract prescribed.

15.3.4 In respect of Goods/ Services and professional services exceeding the **R10 000 000**, a **12%** professional indemnity will be required

15.3.5 The value of the performance guarantee for projects above **R 10 000 000** may be increased with the approval of the Accounting Officer

16. RETENTION

16.1 Retention for procurement of goods and services (including consultant services) will not generally be called for, but where required, will be in accordance with the limits set for construction works below. The value of retention to be deducted in respect of construction works contracts shall be as follows:

16.1.1 In respect of a Rand value less than or equal to **R0 - R500 000**: No retention is called for;

16.1.2 In respect of a Rand value exceeding **R500 000**, but less than or equal to **R1 000 000**: **5%** of the value of work carried out with no limit, reducing by half for the duration of the defect liability period;

16.1.3 In respect of a Rand value exceeding **R1 000 000**: **10%** of the value of work carried out with no limit, reducing by half for the duration of the defect's liability period; unless otherwise provided for in the standard conditions of contract prescribed.

16.2 Where consultant services are to be completed at the end of the defect liability period in respect of a goods/and or services rendered, the value of this work (**typically 5%**) may be invoiced at the end of the project period, but shall be held as retention until the completion of the service (typically, an end of defects liability period inspection and the preparation of the final account). Alternatively, the value of this work must be budgeted for in the following financial year.

16.3 The above retention limits may be increased with the approval of the Accounting Officer.

16.4 Financial guarantees in lieu of retention is, in general, not acceptable and an Insurance of works shall be provided for all works carried out or services rendered.

16.5 No interest shall be paid or claimed on retentions monies kept by the municipality on behalf of service providers

17. PAYMENT TERMS

17.1 Payments for works undertaken or Goods and services rendered be paid upon receipt of correct payment Certificate in terms of the Cash and Investment Policy of Council.

18. PETTY CASH PURCHASES

18.1 Petty cash purchases mean that minor items up to **R2 000.00 [Two Thousand Rand]** (VAT included) may be purchased where it is impractical, impossible or not cost-effective to follow the official procurement process.

18.2 Cash advances may only be granted for petty cash expenses for delegated representatives of the municipality or upon a written quotation but in all instances a petty cash voucher should be approved by the relevant departmental head.

- 18.3** Officially delegated persons must agree to the deduction from his/her next remuneration any cash advances of which no proof of expenditure is presented on return from the attended event.
- 18.4** No road toll fees or entertainment expenses may be paid from petty cash.
- 18.5** A monthly reconciliation report must be provided to the chief financial officer by the official responsible for petty cash, including –
 - 18.5.1** the total amount of petty cash purchases for that month; and
 - 18.5.2** receipts and appropriate documents for each purchase.
- 18.6** On an ad-hoc basis, the chief financial officer shall perform reconciliations with the personnel responsible for petty cash

19. WRITTEN QUOTATIONS

- 19.1** The conditions for the procurement of goods or services from **R2 001.00 [Two Thousand and One Cent]** to **R30 000.00 [Thirty Thousand Rand]** through written quotations, are as follows –
 - 19.1.1** quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria in this supply chain management policy;
 - 19.1.2** providers must be requested to either submit or confirm such quotations in writing;
 - 19.1.3** if it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the accounting officer:
 - 19.1.4** the accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices.

20. FORMAL WRITTEN PRICE QUOTATIONS

- 20.1** The conditions for the procurement of goods or services through formal written price quotations valued from **R30 001.00 [Thirty Thousand and One Cent]** to **R200 00.00 [Two Hundred Thousand Rand]**, are as follows-
 - 20.1.1** There must be an advertisement for at least **seven (7)** days on the website and notice board of the Municipality;
 - 20.1.2** Evaluation must then be done based on the 80/20 principle in paragraph 13 of this policy
- 20.2** When using the list of accredited prospective providers, the accounting officer must promote ongoing competition amongst providers, including by inviting providers to submit quotations on a rotation basis.
- 20.3** The accounting officer must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused.
- 20.4** The accounting officer or chief financial officer must on a monthly basis be notified in writing of all written quotations and formal written price quotations accepted by an official acting in terms of a sub-delegation.
- 20.5** The chief financial officer must set requirements for proper record-keeping of written quotations and final written price quotations.

21. COMPETITIVE BIDS

21.1 Goods or services above a transaction value of **R200 000.00 [Two Hundred Thousand Rand]** (VAT included) and long-term contracts may only be procured through a competitive bidding process, with reference to paragraphs 13 of this policy on Preferential Procurement; and

21.2 No requirement for goods or services above an estimated transaction value of **R200 000.00 [Two Hundred Thousand Rand]** (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.

22. PROCESS FOR COMPETITIVE BIDDING

The procedures for a competitive bidding process are as follows:

22.1 the compilation of bidding documentation;

22.2 the public invitation of bids;

22.3 site meetings or briefing sessions, if applicable;

22.4 the handling of bids submitted in response to public invitation;

22.5 the evaluation of bids;

22.6 the award of contracts;

22.7 the administration of contracts; and

22.8 proper record-keeping

23. BID DOCUMENTATION FOR COMPETITIVE BIDS

23.1 The criteria to which bid documentation for a competitive bidding process must comply, must –

23.1.1 take into account –

i. the general conditions of contract;

ii. any Treasury guidelines on bid documentation;

iii. the requirements of the Construction Industry Development Board (CIDB), in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure; and

iv. that the offer must be within range

23.1.2 include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

23.1.3 compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted.

23.1.4 if the value of the transaction is expected to exceed **R10 000 000.00 [Ten Million Rand]** (VAT included), require bidders to furnish–

i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements for the past three years or since their establishment if established during the past three years;

- ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii. particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- 23.1.5** stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
- 23.2** A non-refundable charge as determined by the accounting officer shall be raised for bid forms, plans, specifications, samples and any other bid documentation, depending on the nature, magnitude and value of technical information or samples provided by the municipality.
- 23.3** Auditing of bidding processes for bids in excess of **R 10 000 000.00 [Ten Million Rand]** (all applicable taxes included).
- 23.4** The competitive bidding process for all bids in excess of **R10 000 000.00 [Ten Million Rand]** must be audited to ensure its compliance with the prescribed norms and standards.
- 23.5** The auditing process may be performed by the internal or external auditors and the audit is aimed at minimizing the risk of possible fraud, corruption and/or litigation.
- 23.6** A certificate must be issued by the auditors to the effect that all prescribed requirements have been adhered to before the contract is awarded.

24. PUBLIC INVITATION FOR COMPETITIVE BIDS

- 24.1** The procedure for the invitation of competitive bids, are as follows:
- 24.1.1** Any invitation to prospective providers to submit bids must be by means of a e-TENDER PUBLICATION PORTAL, the website of the municipality and the municipal notice board and must at least contain the following information:
- i. bid description;
 - ii. bid number;
 - iii. name of municipality;
 - iv. the physical local where the goods, services or works specified in the bid are required;
 - v. the closing date and time of the bid;
 - vi. municipal conduct details;
 - vii. physical location where hard copies can be collected;
 - viii. physical location where bids should be delivered; and
 - ix. the bid documents (MBD's, terms of reference, GCC and any other relevant documents).
- 24.2** Publication of notices of bid awards, cancellations, deviations, variations and extensions on the e tender publication portal.

- 24.3** The municipality must publish the following information on the successful bids within 7 working days of awarding the bids;
- 24.3.1** names of the successful bidders and preference points;
- 24.3.2** contract prices, contract period, contract details, name of directors and date of award;
- 24.3.3** the names of unsuccessful bidders and contact details;
- 24.3.4** the information contained in a public advertisement, must include –
- i.** the closing date for the submission of bids, which may not be less than 30 days in the case of transactions over **R10 000 000.00 [Ten Million Rand]** (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed on the e-tender publication portal;
 - ii.** a statement that bids may only be submitted on the bid documentation provided by the municipality; and
 - iii.** the date, time and venue of any proposed site meetings or briefing sessions.
- 24.4** The Accounting Officer may determine a closing date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 24.5** The closing date may be extended if requested by a minimum of 50% of the bidders on approval by the Municipal Manager.
- 24.6** Bids submitted must be sealed.
- 24.7** No faxed or emailed bid will be accepted.
- 24.8** Circular 110 states that accounting officers of municipalities must refrain from charging excessive fees for tender documents, as it goes against the spirit and letter of the SCM regulatory framework. Accounting Officers may decide to charge a refundable or non-refundable fee for bidding documents if and when necessary, provided that:
- 24.8.1** The fee should be reasonable and reflect only the cost of their printing and delivery to prospective bidders; and
 - 24.8.2** All monies received for the sale of bidding documents must be dealt with in accordance with section 8(2) and 85(2) of the MFMA in the case of municipalities and municipal entities.
- 25. PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS**
- The procedures for the handling, opening and recording of bids, are as follows:
- 25.1** The bid/proposal shall be stamped with the official stamps and endorsed with the opening official's signature.
 - 25.2** The name of the bidder, and where possible, the bid sum shall be recorded in a bid opening record kept for that purpose.
 - 25.3** The responsible official who opened the bid shall forthwith place his/her signature on the bid opening record.
 - 25.4** The accounting officer must –
 - i.** record in a register all bids received in time;

- ii. make the register available for public inspection; and
- iii. publish the entries in the register and the bid results on the website.

26. TWO-STAGE BIDDING PROCESS

- 26.1** A two-stage bidding process is allowed for –
- 26.1.1** large complex projects;
- 26.1.2** projects where it may be undesirable to prepare complete detailed technical specifications; or
- 26.1.3** long term projects with a duration period exceeding three years.
- 26.2** In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.
- 26.3** In the second stage final technical proposals and priced bids should be invited.

27. ENVELOPE SYSTEM

A two (2) envelope system differs from a two-stage (prequalification) bidding process in that a technical proposal and the financial offer are submitted in separate envelopes at the same place and time. The financial offers will only be opened once the technical proposals have been evaluated.

28. VALIDITY PERIODS

- 28.1** The period for which bids are to remain valid and binding must be **90 days** with a maximum of **120 days** for **infrastructure** procurement and must be indicated in the bid documents.
- 28.2** The validity period is calculated from the bid closure date and bids shall remain in force and binding until the end of the final day of that period.
- 28.3** This period of validity may be extended by the Accounting Officer, provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing
- 28.4** Bidders who fail to respond to such a request before the validity of their bid expires, or who decline such a request shall not be considered further in the bid evaluation process.
- 28.5** The Accounting Officer must ensure that all bidders are requested to extend the validity period of their bids where necessary in order to ensure that the bids remain valid throughout the 21 [Twenty-One] day appeal period.
- 28.6** If an appeal is received, the validity period is deemed to be extended until finalization of the appeal.

29. CANCELLATION OF TENDERS

- 29.1** The municipality may, before the award of a tender, cancel a tender invitation if-
- 29.1.1** due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
- 29.1.2** funds are no longer available to cover the total envisaged expenditure;
- 29.1.3** no acceptable tender is received ;or
- 29.1.4** there is a material irregularity in the tender process.

29.2 The decision to cancel a tender invitation in terms of sub-regulation (29.1.1) must be published on the same way the original tender invitation was advertised.

29.3 the municipality may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

30. CONTRACT PRICE ADJUSTMENT

30.1 Contract price adjustment shall only be applicable if specified in the contract and only for long term contract and must be specified in the bid documents.

30.2 In general, if contract periods do not exceed one year, the bid shall be fixed price bid and not subject to contract price adjustment.

30.3 If the bid validity period is extended, then contract price adjustment may be applied.

30.4 Contract price adjustment shall be implemented in accordance with the general conditions of contract.

31. CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER

31.1 If a service provider acts on behalf of the Municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the Municipality must stipulate; a cap on the compensation payable to the service provider; and that such compensation must be performance based.

32. SAMPLES

32.1 Where samples are called for in the bid documents, samples (marked with the bid and item number as well as the bidder's name and address) shall be delivered separately (to the bid) to the addressee mentioned in the bid documents.

32.2 Bids may not be included in parcels containing samples.

32.3 If samples are not submitted as required in the bid documents or by the closing date within any further time stipulated by the Chairperson of the Bid Evaluation Committee in writing, then the bid concerned may be declared non-responsive.

32.4 Samples shall be supplied by a bidder at his/her own expense and risk. The Municipality shall not be obliged to pay for such samples or compensate for the loss thereof, unless otherwise specified in the bid documents, and shall reserve the right not to return such samples and to dispose of them at its own discretion.

32.5 If a bid is accepted for the supply of goods according to a sample submitted by the bidder, that sample will become the contract sample. All goods/materials supplied shall comply in all respects to that contract sample.

33. CLOSING OF BIDS

33.1 Bids shall close on the date and at the time stipulated in the notice.

- 33.2** For bids (excluding quotations) for goods and services the bid closing date must be at least 14 (fourteen) days after publication of the notice.
- 33.3** For bids (excluding quotations) for construction works the bid closing date must at least be 14 (Fourteen) days after publication of the notice.
- 33.4** Notwithstanding the above, if the estimated contract value exceeds R10 million, or if the contract is of a long term nature with a duration period exceeding one year, then the bid closing date must be at least 30 (Thirty) days after publication of the notice.
- 33.5** For banking services, the bid closing date must be at least 60 (sixty) days after publication of the notice.
- 33.6** For proposal calls using a two-envelope system, the bid closing date must be at least 30 (Thirty) days after publication of the notice.
- 33.7** The bid closing date may be extended by the Accounting Officer if circumstances justify this action; provided that the closing date may not be extended unless a notice is published in the print media and website of the municipality prior to the original bid closing date. This notice shall also be posted on the official notice boards designated by the Accounting Officer, and a notice to all bidders to this effect shall be issued.
- 33.8** The Accounting Officer may determine a closing date for the submission of bids which is less than any of the periods specified in clauses above, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

34. COMMUNICATION WITH BIDDERS BEFORE BID CLOSING

- 34.1** The Accounting Officer or his/her nominee may, if necessary, communicate with bidders prior to bids closing.
- 34.2** Such communication shall be in the form of a notice issued to all bidders by the Accounting Officer, by either e-mail, facsimile, or registered post as appropriate. A copy of the notice together with a transmission verification report/proof of posting shall be kept for record purposes. Notices should be issued at least one week prior to the bid closing date, where possible.
- 34.3** Notwithstanding a request for acknowledgement of receipt of any notice issued, the bidder will be deemed to have received such notice if the procedures above have been complied with.

35. LATE BIDS

- 35.1** Bids or quotations arriving after the specified closing time shall not be considered and where practicable and cost effective shall be returned to the bidder unopened with a letter explaining the circumstances.
- 35.2** Where it's necessary to open a late bid or quotation to obtain the name and address of the sender, each page of the document shall be stamped "late bid" before the bid is returned to the bidder. The envelope must be stamped and initialled in like manner and must be retained for record purposes

36. AMENDMENT OF BIDS BEFORE CLOSING

36.1 The Municipality is entitled to amend any bid condition, validity period, specifications, or plan, or extend the closing date of such a bid or quotation before the closing date, provided that such amendments or extensions are advertised and/or that all bidders to whom bid documents have been issued, are advised in writing per registered post or by email of such amendments or of the extension clearly reflecting the new closing date and time. For this reason, employees issuing bids shall keep a record of the names, addresses and contact numbers of the persons or enterprises to whom bid documents have been issued

37. DEALING WITH BIDS AND QUOTATIONS IF THE CLOSING DATE THEREOF HAS BEEN EXTENDED

37.1 Where the closing date of a bid or quotation is extended, the notice which makes known such extensions shall also mention the bids or quotations already received, will be retained unopened in the bidding box and be duly considered after the expiry of the extended period, unless the bidder requests that such bid or quotation to be returned to the bidder or unless the bidder cancels it by submitting a later dated bid or quotation before the extended closing date.

38. AMENDMENTS AFTER CLOSING DATE

38.1 No amendments after the closing date allowed. The municipality is not entitled to amend any bid condition, validity period, specification, or plan after the closing date of the bid and before the acceptance of a bid or quotation has been notified.

38.2 Opening of Bids where a Two Envelope System (consisting of a technical proposal and a financial proposal) is followed if a two-envelope system is followed, only the technical proposal will be opened at the bid opening

38.3 The unopened envelope containing the financial proposal shall be stamped and endorsed with the opening official's signature and be retained by him/her for safekeeping.

38.4 When required the financial offers/bids corresponding to responsive technical proposals, shall be opened by the opening official.

38.5 All bidders who submitted responsive technical proposals must be invited to attend the opening of the financial offers/bids.

38.6 Envelopes containing financial offers/bids corresponding to non-responsive technical proposals shall be returned unopened along with the notification of the decision of the Bid Adjudication Committee in this regard

38.7 After being recorded in the bid opening record, the bids/technical proposals shall be handed over to the official responsible for the supervision of the processing thereof and that official shall acknowledge receipt thereof by signing the bid opening record.

39. BID SUM

39.1 A bid will not necessarily be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening.

39.2 All rates, except for rates only bids and proprietary information are confidential and shall not be disclosed.

40. COMMITTEE SYSTEM FOR COMPETITIVE BIDS

40.1 The following committees should be in place

40.1.1 Bid Specification Committee.

40.1.2 Bid Evaluation Committee; and

40.1.3 Bid adjudication committee.

40.2 The Accounting Officer appoints the members of each committee, considering Section 117 of the Municipal Finance Management Act.

40.3 The Accounting Officer must provide for an attendance or oversight process by a neutral or independent observer, appointed by the accounting officer, when this is appropriate for ensuring fairness and promoting transparency.

40.4 The committee system must be consistent with the provisions of this policy and with any other applicable legislation.

40.5 The Accounting Officer may apply the committee system to formal written price quotations.

41. BID SPECIFICATION COMMITTEE

41.1 The appropriate bid specification committee must, depending on the department involved, compile the specifications for each procurement of goods or services by the municipality.

41.2 Specifications –

41.2.1 must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services.

41.2.2 must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organization, or an authority accredited or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;

41.2.3 where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;

41.2.4 may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling of conformity certification;

41.2.5 may not make reference to any particular trademark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word “equivalent”;

41.2.6 must indicate each specific goal for which points may be awarded as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically

disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

- 41.2.7** must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 21 of this policy.
- 41.3** Where specifications are based on standard documents available to bidders, a reference to those documents is enough.
- 41.4** The bid specification committee appointed by the accounting officer or his delegated authority, considering section 117 of the MFMA, must be composed of one or more officials of the municipality, preferably the manager responsible for the function involved as well as at least one Supply Chain Management practitioner of the municipality, and may, when appropriate, include external specialist advisors.
- 41.5** Where appropriate a representative of Internal Audit and/or Legal Services and/or other specialist advisors (internal or external) may form part of this committee.
- 41.6** No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.
- 41.7** Green procurement must be incorporated as far as reasonable possible, for all specifications of goods, services and construction works.
- 41.8** In the development of bid specifications, innovative mechanisms should be explored to render the service or product more resource and energy efficient.
- 41.9** Bid Specification Committee meetings must be conducted in accordance with the applicable Terms of Reference, Rules of Order and Implementation Guidelines Regulating the Conduct of Meetings of Bid Specification, Evaluation and Adjudication Committees.

42. BID EVALUATION COMMITTEES

- 42.1** The Bid Evaluation Committee shall be comprised of at least three (03) Municipality Officials, an appointed Chairperson (who may be the same person as the Chairperson of the Bid Specification Committee), a responsible official and at least one Supply Chain Management Practitioner of the Municipality.
- 42.2** The Municipal Manager, or his/her delegated authority, shall, considering Section 117 of the MFMA, appoint the members of the Bid Evaluation Committee.
- 42.3** Bid Evaluation Committee meetings must be conducted in accordance with the applicable. Terms of Reference, Rules of Order and Implementation Guidelines Regulating the Conduct of Meetings of Bid Specification, Evaluation and Adjudication Committees

43. BID EVALUATION

- 43.1** The Supply Chain unit shall carry out a preliminary evaluation of all valid bids received and shall submit a draft bid evaluation report to the Bid Evaluation Committee for consideration.
- 43.2** Any evaluation committee of a bid shall consider the bids received and shall note for inclusion in the evaluation report, a bidder:

- 43.2.1** whose bid was endorsed as being invalid by the Municipality official presiding over the bid opening;
- 43.2.2** whose bid does not comply with the provisions for combating abuse of this policy;
- 43.2.3** who has failed to submit a certificate of independent bid determination, either with the bid, or within such time for submission stated in the Municipality's written request to do so;
- 43.2.4** whose bid does not comply with the general conditions applicable to bids and quotations of this Policy;
- 43.2.5** whose bid is not in compliance with the specification;
- 43.2.6** whose bid is not in compliance with the terms and conditions of the bid documentation;
- 43.2.7** who is not registered and verified on the Municipality's supplier database;
- 43.2.8** who, in the case of construction works acquisitions, does not comply with the requirements of the Construction Industry Development Board Act regarding registration of contractors;
- 43.2.9** who is not registered on the Central Supplier Database (CSD); and
- 43.2.10** who has failed to submit a valid tax compliance status from the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order or that suitable arrangements have been made with SARS, and who fails to comply with any applicable Bargaining Council agreements.

44. BIDS SHALL BE EVALUATED ACCORDING TO THE FOLLOWING AS APPLICABLE

- 44.1.1** bid price, excluding VAT (corrected if applicable and brought to a comparative price where necessary),
- 44.1.2** the unit rates and prices,
- 44.1.3** any qualifications to the bid,
- 44.1.4** the bid ranking obtained in respect of preferential procurement as required by this Policy,
- 44.1.5** the financial standing of the bidder, including its ability to furnish the required institutional guarantee, where applicable,
- 44.1.6** any other criteria specified in the bid documents.
- 44.2** No bidder may be recommended for an award unless the bidder has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the bid document.
- 44.3** The Bid Evaluation Committee shall check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears.
- 44.4** Additional information or clarification of bids may be called for if required but only in writing.
- 44.5** Provide an overview of the procurement process, indicating the eligibility criteria that were applied and the evaluation criteria. State specific goals and points relating to preferences, as well as any quality evaluation criteria, prompts for judgement and weightings relating thereto.
- 44.6** The Bid Evaluation Committee shall compare tender submissions received against list of returnable documents. State if any tender submissions received were incomplete and indicate what was not complete. Indicate what steps were taken to make incomplete tenders complete, only where this does not affect the competitive position of the tenderer in question. Request incomplete tenders to resubmit. List all communications with tenderers.

- 44.7** Alternative bids may be considered, provided that a bid free of qualifications and strictly in accordance with the bid documents is also submitted. The Municipality shall not be bound to consider alternative bids.
- 44.8** If a bidder requests in writing, after the closing of bids, that his/her bid be withdrawn, then such a request may be considered and reported in the bid evaluation report for decision by the Bid Adjudication Committee.
- 44.9** Preferential points calculated in terms of the preference point system described in this policy must be rounded off to the nearest two decimal places.
- 44.10** All disclosures of a conflict of interest shall be considered by the Bid Evaluation Committee and shall be reported to the Bid Adjudication Committee.

45. RECOMMENDATION TO BID ADJUDICATION COMMITTEE

- 45.1** The Bid Evaluation Committee shall, having considered the Supply Chain unit's draft bid evaluation report, submit a report, including recommendations regarding the award of the bid or any other related matter, to the Bid Adjudication Committee for award.

46. BID ADJUDICATION

- 46.1** The Municipality shall not be obliged to accept any bid.
- 46.2** For goods and services bids, the Municipality shall have the right to accept the whole bid or part of a bid or any item or part of an item or accept more than one bid

47. BID ADJUDICATION COMMITTEE

- 47.1** The Bid Adjudication Committee shall comprise at least four senior managers, and shall include:
- 47.1.1** the Chief Financial Officer or, if the chief financial officer is not available, another senior finance official heading either of the budget or treasury offices, reporting directly to the chief financial officer and designated by the chief financial officer; and
- 47.1.2** at least one senior supply chain management practitioner of the Municipality; and
- 47.1.3** a technical expert in the relevant field who is an official of the Municipality, if the Municipality has such an expert.
- 47.2** The Accounting Officer shall appoint the members and chairperson of the Bid Adjudication Committee. If the chairperson is absent from a meeting, the members of the committee who are present shall elect one of the committee members to preside at the meeting.
- 47.3** Neither a member of a Bid Evaluation Committee, nor an advisor or person assisting such committees, may be a member of a Bid Adjudication Committee.

48. ADJUDICATION AND AWARD

- 48.1** The Bid Adjudication Committee shall consider the report and recommendations of the Bid Evaluation Committee and make a recommendation to the Accounting Officer on how to proceed with the relevant procurement.

49. NEGOTIATIONS WITH PREFERRED BIDDERS

- 49.1** The accounting officer may, subject to paragraph 4 of this policy, negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation –
- 49.1.2** does not allow any preferred bidder a second or unfair opportunity; is not to the detriment of any other bidder; and
- 49.1.3** does not lead to a higher price than the bid as submitted. Minutes of such negotiations must be kept for record purposes

50. APPROVAL OF BID NOT RECOMMENDED

- 50.1** If a Bid Adjudication Committee decides to recommend a bid other than the one recommended by the Bid Evaluation Committee, the Bid Adjudication Committee must, prior to recommending the bid:
- 50.1.2** check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears;
- 50.1.3** check in respect of the preferred bidder that it has the necessary resources and skills required to fulfil its obligations in terms of the bid document.

51. NOTIFY THE ACCOUNTING OFFICER

- 51.1** The Accounting Officer may:
- 51.1.1** after due consideration of the reasons as pointed per clause 41.1. above, accept or reject the decision of the Bid Adjudication Committee referred to above.
- 51.1.2** If the decision of the Bid Adjudication Committee is rejected, refer the decision of the adjudication committee back to that committee for consideration.
- 51.1.3** If a bid other than the one recommended in the normal course of implementing this Policy is approved, then the Accounting Officer must, in writing and within ten working days, notify the Auditor-General, the Provincial and the National Treasury of the reasons for deviating from such recommendation.
- 51.2** The requirement of above does not apply if a different bid was approved in order to rectify an irregularity.

52. RECONSIDERATION OF RECOMMENDATIONS

- 52.1** The Accounting Officer may, at any stage of a bidding process, refer any recommendation made by the Bid Evaluation Committee or Bid Adjudication Committee back to that Committee for reconsideration of the recommendation.

53. RESOLUTION OF DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

- 53.1** The Accounting Officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- 53.1.1** To assist in the resolution of disputes between the municipality and other persons regarding –

- i. any decisions or actions taken in the implementation of the supply chain management system; or
 - ii. any matter arising from a contract awarded in the course of the supply chain management system.
- 53.2** The Accounting Officer, or another official designated by the Accounting Officer, is responsible for assisting the appointed person to perform his or her functions effectively
- 53.3** The person appointed must –
- 53.3.1** strive to resolve promptly all disputes, objections, complaints or queries received; and
 - 53.3.2** submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 53.4** A dispute, objection, complaint or query may be referred to the relevant provincial treasury if – the dispute, objection, complaint or query is not resolved within 60 days; or no response is forthcoming within 60 days.
- 53.5** If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- 53.6** This paragraph must not be read as affecting a person’s rights to approach a South African court of law at any time.

54. PROCUREMENT OF BANKING SERVICES

- 54.1** Subject to Section 33 of the Municipal Finance Management Act, any contract for the provision of banking services: –
- 54.1.1** must be procured through competitive bids;
 - 54.1.2** must be consistent with Section 7 or Section 85 of the MFMA; and
 - 54.1.3** may not be for a period of more than 5 years at a time.
- 54.2** Bids shall be restricted to banks registered in terms of the Banks Act, 94 of 1990.
- 54.3** The process for procuring a contract for banking services must commence at least 9 [Nine] months before the end of an existing contract.
- 54.4** The closure date for the submission of bids may not be less than 60 [Sixty] days from the date on which the advertisement is placed in a newspaper in terms of paragraph 21.1. Bids must be restricted to banks registered in terms of the Banks Act 94 of 1990.

55. PROCUREMENT OF IT RELATED GOODS OR SERVICES

- 55.1** The Accounting Officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- 55.2** Both parties must enter into a written agreement to regulate the services rendered by, as well as the payments to be made to, SITA.
- 55.3** The Accounting Officer must notify SITA together with a motivation of the IT needs if –
- 55.3.1** the transaction value of IT related goods or services required in any financial year will exceed **R50 000 000.00 [Fifty Million]** (VAT included); or
 - 55.3.2** the transaction value of a contract to be procured whether for one or more years exceeds **R50 000 000.00 [Fifty Million Rand]** (VAT included).

55.4 If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

56. PROCUREMENT OF ACCOMMODATION FOR SEMINARS AND CONFERENCES

The Accounting Officer may procure accommodation for Council business on attendance of conferences/seminars/workshop/meetings outside the District, in the following manner: -

56.1 where feasible, 3 [Three] quotations must be sought for accommodation within a reasonable radius from the seminar/meeting/workshop or conference venue.

56.2 the ruling is in the spirit of not getting a venue that is too far from the conference venue as this can result in getting accommodation too far from the venue.

57.3 TRAVEL AND ACCOMMODATION

57.3.1 The accounting officer-

57.3.1.1 may approve the purchase of economy class tickets for all officials or political office bearers where the flying time for the flights is five hours or less; and

57.3.1.2 may only approve the purchase of business class tickets for officials, political office bearers and persons reporting directly to the accounting officer for flights exceeding five hours.

57.3.2 In the case of the accounting officer, the mayor may approve the purchase of economy class tickets where the flying time is five hours or less and business class tickets for flights exceeding five hours.

57.3.3 Notwithstanding sub-section (57.3.1) or (57.3.2), the accounting officer, or the mayor in the case of an accounting officer, may approve the purchase of business class tickets for an official or a political office bearer with a disability or a medically certified condition.

57.3.4 The cost containment policy must limit international travel to meetings or events that are considered critical. The number of officials or political office bearers attending such meetings or events must be limited to those officials or political office bearers directly involved in the subject matter related to such meetings or events.

57.3.5 The accounting officer, or the mayor in the case of the accounting officer, may approve accommodation costs that exceed an amount as determined from time to time by the National Treasury through a notice only -

57.3.5.1 during peak holiday periods; or

57.3.5.2 when major local or international events are hosted in a particular geographical area that results in an abnormal increase in the number of local and/or international guests in that particular geographical area.

57.3.6 An official or a political office bearer of a municipality or municipal entity must-

57.3.6.1 utilise the municipal fleet, where viable, before incurring costs to hire vehicles;

57.3.6.2 make use of available public transport (if public transport is safe to use) or a shuttle service if the cost of such a service is lower than-

i. the cost of hiring a vehicle;

ii. the cost of kilometres claimable by the official or political office bearer; and

- iii. the cost of parking
- 57.3.6.3 not hire vehicles from a category higher than Group B or an equivalent class; and
- 57.3.6.4 where a different class of vehicle is required for a particular terrain or to cater for the special needs of an official, seek the written approval of the accounting officer before hiring the vehicle.
- 57.3.7 A municipality or a municipal entity must utilise the negotiated rates for flights and accommodation as communicated from time to time by the National Treasury through a notice or any other available cheaper flight and accommodation.

58.4 DOMESTIC ACCOMMODATION

- 58.4.1 The accounting officer must ensure that costs incurred for domestic accommodation and meals are in accordance with the maximum allowable rates for domestic accommodation and meals as communicated from time to time by the National Treasury through a notice.
- 58.4.2 Overnight accommodation may only be booked where the return trip exceeds 500 kilometres (except in winter months with a high fog occurrence or in an event that trip requires an official or public office bearer to leave his/her home before their normal office hours).

59. PROCUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE

- 59.1 The Accounting Officer may procure goods or services under a contract secured by another organ of state, but only if –
 - 59.1.1 the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
 - 59.1.2 there is no reason to believe that such contract was not validly procured;
 - 59.1.3 there are demonstrable discounts or benefits to do so; and
 - 59.1.4 that other organ of state and the provider have consented to such procurement in writing.
 Circular 96 Published by National Treasury with regards to the procurement of goods and services under contracts secured by other organs of state and adopted by the Council is to be implemented.

59.2 SALIENT REQUIREMENTS APPLICABLE TO REGULATION 32

- 59.2.1 Over and above the requirements stated in Regulation 32, there are also other salient requirements which must be considered by the participating municipality or municipal entity as well as the organ of state that is approving the procurement under its contract. These include the following:

59.3 THE CONTRACT MUST BE VALID

- 59.3.1 The municipality or municipal entity will not enter a new contract with the service provider/s but will become a participant in an existing contract. The contract must therefore not have expired, or its validity modified to accommodate the procurement from the contract and must be legally sound as proven in the motivated report mentioned above. The participating municipality or municipal entity

will conclude an addendum to the agreement with the service provider/s that stipulates the duration of the participation agreement, which may not exceed the end date of the original contract.

59.4 THE DURATION OR VARIATION OF THE CONTRACT

59.4.1 The municipality or municipal entity must confirm the duration of the contract between the service provider/s and the other organ of state and determine the remaining term of the contract. Once this has been confirmed, the municipality or municipal entity must assess whether the remaining period will be sufficient for the service provider/s to deliver on its requirements. In other words, the participating municipality or municipal entity will only be permitted to utilise the contract of the other organ of state for the balance of the remaining period of the contract.

59.4.2 The contract cannot be extended or varied by the participating municipality or municipal entity. It can only be extended by the original contracting parties in line with the contractual terms agreed to in the original contract. Should the contract between the original contracting parties be terminated for any reason before the contract end date, then that termination applies to the municipality or municipal entity participating on the contract as well. The accounting officer consenting to the participation on the contract must therefore inform the participating accounting officer of any contract amendments or variations made to the contract, in writing.

59.5 THE GOODS OR SERVICES MUST BE THE SAME AND THE QUANTITY MAY NOT BE INCREASED

59.5.1 The municipality or municipal entity must assess whether the goods or services being provided to the other organ of state are similar to the goods or services required by the municipality or municipal entity. The goods or services required by the participating municipality or municipal entity must be the same as advertised and adjudicated by the other organ of state and may not be increased from the originally contracted quantity. Therefore, the participating municipality or municipal entity will procure the required goods or services under the same scope or specification, terms and conditions as provided for in the original contract.

59.6 CONTRACTUAL ARRANGEMENTS

59.6.1 The shared contract must have the same dispute resolution mechanism to settle contractual disputes, a combined periodic contract management performance review to appraise the shared contract, and to regularly report to the council of the participating municipality or the board of directors of the municipal entity, as may be appropriate, on the management of the contract, service level agreement and the performance of the shared contractor/s.

59.6.2 The exercising of contractual rights, obligations, or remedies in terms of the contract must be exclusively dealt with in terms of the dispute resolution mechanism as stipulated in the original contract. Each contractual party must uphold their legal obligations to the contract.

59.7 IMPLICATIONS FOR THE ORGAN OF STATE WHO IS THE CONTRACT OWNER IN THE PROCUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE

59.7.1 The application of regulation 32 in a procurement process effectively means that the accounting officer of the original contracting organ of state is willing to forfeit a portion of its contract that has not already been utilised to the accounting officer who is requesting to procure under that contract. It may also mean that the accounting officer may no longer procure goods or services from that contract anymore as the balance of the contract would have been allocated to the municipality or municipal entity that is requesting to procure under that contract. The accounting officer of the original contracting organ of state undertakes such decision with the knowledge that the original contracting organ of state no longer requires the remaining portion of that contract. The accounting officer of the original contracting organ of state must notify the accounting officer of the municipality or municipal entity that is procuring under the original contract of all changes to the contract.

59.8 PANEL OF CONSULTANTS/LIST OF APPROVED SERVICE PROVIDERS AND FRAMEWORK AGREEMENTS

59.8.1 Municipalities and municipal entities must not participate on a panel secured by another organ of state as a panel of consultants or a list of service providers or a panel of approved service providers is not a contract. Municipalities or municipal entities may only participate on framework agreements arranged by organs of state, for example, State Information Technology Agency (SITA), the relevant treasury; that are empowered by legislation to arrange such on behalf of other organs of state.

60. PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS

60.1 The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided wherever possible.

60.2 Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

61. PUBLIC-PRIVATE PARTNERSHIPS

61.1 Part 2 of Chapter 11 of the MFMA applies to the procurement of public-private partnership agreements. Section 33 of the MFMA also applies if the agreement will have multi-year budgetary implications for the Municipality within the meaning of that section.

62. PUBLICATIONS IN THE MEDIA

62.1 In respect of any contract relating to the publication of official and legal notices and advertisements in the media by or on behalf of the Municipality, there is no requirement for a competitive bidding process to be followed.

63. COMMUNITY BASED VENDORS

The Head of Supply Chain Management may request quotations directly from Community Based Vendors in a specific area or from a specific community for the procurement of goods and

services for amounts less than **R30 000.00 [Thirty Thousand Rand]** (including construction works).

64. RANGE OF PROCUREMENT PROCESSES

Goods and services, including construction works and consultant services shall be procured through the range of procurement processes set out below: -

64.1 PROUDLY SA CAMPAIGN

64.1.1 The Proudly SA Campaign is supported to the extent that, all things being equal, preference is given to procuring local goods and services from:

- i.** Firstly – suppliers and businesses within the municipality or district;
- ii.** Secondly – suppliers and businesses within Mpumalanga;
- iii.** Thirdly – suppliers and businesses within the Republic of South Africa.

64.1.2 The principles set out in sub-paragraph 64.1.1. must be reflected in the specific goals points.

64.2 APPOINTMENT OF CONSULTANTS

64.2.1 When evaluating bids for the rendering of consultancy services to the Council, functionality shall be considered before price.

64.2.2 The Accounting Officer may procure consulting services provided that any Treasury guidelines and CIDB requirements in respect of consulting services are considered when such procurements are made.

64.2.3 Consultancy services must be procured through competitive bids if-

- i.** the value of the contract exceeds **R200 000.00 [Two Hundred Thousand Rand]** (VAT included);
or
- ii.** the duration period of the contract exceeds one year.

64.2.4 In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of:

- i.** all consultancy services provided to an organ of state in the last five years; and
- ii.** any similar consultancy services provided to an organ of state in the last five years.

64.2.5 The Accounting Officer must ensure that copyright in any document produced, as well as the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

64.2.6 Appointment of panels of consultants be made for period of two years, subject to compliance with Section 33 of MFMA.

64.2.7 The criteria to be used to evaluate bids for the rendering of consultancy services to the council be finalized by the user department and be approved by the Accounting Officer as part of the tender document before the tender document is released.

64.3 POLICY HIERARCHY

64.3.1 Wherever this policy is not aligned to the new revised Preferential Procurement Regulations, 2022, the Preferential Procurement Regulations, 2022 will supersede this policy

64.3.2 Wherever this policy is not aligned to the cost containment regulation, the cost containment regulation will supersede this policy

64.4 PROCUREMENT OF ASSETS

64.4.1 Procurement of assets should comply with all relevant legislations and applicable internal policies as where applicable.

64.5 VEHICLES USED FOR POLITICAL OFFICE-BEARERS

64.5.1 The threshold limit for vehicle purchases relating to official use by political office-bearers must not exceed R700 000 or 70% (VAT inclusive) of the total annual remuneration package for the different grades of municipalities, as defined in the Public Office Bearers Act and the notices issued in terms thereof by the Minister of Cooperative Governance and Traditional Affairs, whichever is lower.

64.5.2 The procurement of vehicles in sub-section (1) must be undertaken using the national government transversal contract mechanism (if in existence), unless it may be procured at a lower cost through other procurement mechanisms.

64.5.3 Before deciding to procure a vehicle as contemplated in sub-section (2), the accounting officer or delegated official must provide the council with information relating to the following criteria which must be considered:

- (a)** status of current vehicles;
- (b)** affordability of options including whether to procure a vehicle as compared to rental or hire thereof, provided that the most cost effective option is followed and the cost is equivalent to or lower than that contemplated in sub-section (1);
- (c)** extent of service delivery backlogs;
- (d)** terrain for effective usage of the vehicle; and
- (e)** any other policy of council.

64.6.4 If the rental referred to in sub-section (3) is preferred, the accounting officer must review the costs incurred regularly to ensure that value for money is obtained.

64.6.5 Regardless of their usage, vehicles for official use by political office bearers may only be replaced after completion of 120 000 kilometres.

64.6.6 Notwithstanding sub-section (5), a municipality or municipal entity may replace a vehicle for official use by political office bearers before the completion of 120 000 kilometres only in instances where the vehicle has a serious mechanical problem and is in a poor condition and subject to obtaining a detailed mechanical report by the vehicle manufacturer or approved dealer.

64.6.7 An accounting officer must ensure that there is a policy that addresses the use of municipal vehicles for official purposes.

65. DEVIATION FROM, AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESSES

65.1 The Accounting Officer may –

65.1.1 dispense with the official procurement processes established by this policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –

65.1.1.1 in an emergency;

65.1.1.2 if such goods or services are produced or available from a single provider only;

65.1.1.3 for the acquisition of special works of art or historical objects where specifications are difficult to compile;

65.1.1.4 in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and

65.1.2 ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

65.3 The Accounting Officer must record the reasons for any deviations in terms of sub-paragraphs 65.1.1 and 65.1.2 of this policy and report them to the next meeting of the council and include it as a note to the annual financial statements.

65.4 Section 65.1 does not apply to the procurement of goods and services contemplated for water and electricity from DWA and ESKOM respectively.

66. EMERGENCY DISPENSATION

66.1 The conditions warranting Emergency dispensation should include the existence of one or more of the following:

66.1.1 the possibility of human injury or death;

66.1.2 the prevalence of human suffering or deprivation of rights;

66.1.3 the possibility of damage to property, or suffering and death of livestock and animals;

66.1.4 the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the Municipality as a whole;

66.1.5 the possibility of serious damage occurring to the natural environment;

66.1.6 the possibility that failure to take necessary action may result in the Municipality not being able to render an essential community service; and

66.1.7 the possibility that the security of the state could be compromised.

66.2 The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal procurement process. Emergency dispensation shall not be granted in respect of circumstances other than those contemplated above

66.3 Where possible, in an emergency, 3 [three] quotes in accordance with general acquisition management principles should be obtained and a report submitted, via the Bid Adjudication

Committee, to the Municipality Manager for approval. However, where time is of the essence, the emergency shall be immediately addressed, and the process formalized in a report to the Municipality Manager as soon as possible thereafter

67. UNSOLICITED BIDS

- 67.1** In accordance with Section 113 of the MFMA there is no obligation to consider unsolicited bids received outside a normal bidding process.
- 67.2** The Accounting Officer may decide in terms of Section 113(2) of the MFMA to consider an unsolicited bid, only if: –
 - 67.2.1** the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - 67.2.2** the product or service will be exceptionally beneficial to, or have exceptional cost advantages for the municipality and the community;
 - 67.2.3** the person who made the bid is the sole provider of the product or service; and
- 67.3** The reasons for not going through the normal bidding processes are found to be sound by the Accounting Officer.
- 67.4** If the Accounting Officer decides to consider an unsolicited bid that complies with sub-paragraph 64.2, the decision must be made public in accordance with Section 21A of the Municipal Systems Act, together with: -
 - 67.4.1** reasons as to why the bid should not be open to other competitors;
 - 67.4.2** an explanation of the potential benefits if the unsolicited bid were accepted; and
 - 67.4.3** an invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- 67.5** All written comments received pursuant to sub-paragraph 57.3, including any responses from the unsolicited bidder, must be submitted to the National Treasury and the relevant provincial treasury for comment.
- 67.6** The bid adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- 67.7** A meeting of the bid adjudication committee to consider an unsolicited bid must be open to the public.
- 67.8** When considering the matter, the bid adjudication committee must consider –
 - 67.8.1** any comments submitted by the public; and
 - 67.8.2** any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- 67.9** If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor-General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following such recommendations.
- 67.10** Such submission must be made within 7 days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

68. COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

The following measures are established to combat the abuse of the supply chain management system:

68.1 The Accounting Officer must–

68.1.1 take all reasonable steps to prevent abuse of the supply chain management system;

68.1.2 investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this supply chain management policy and, when justified –

i. take appropriate steps against such official or other role player; or

ii. report any alleged criminal conduct to the South African Police Service;

68.1.3 check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;

68.1.4 reject any bid from a bidder –

68.1.4.1 if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or

68.1.4.2 who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that its performance was unsatisfactory;

68.1.5 reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;

68.1.6 cancel a contract awarded to a person if –

68.1.6.1 the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or

68.1.6.2 an official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and

68.1.7 reject the bid of any bidder if that bidder or any of its directors –

68.1.7.1 has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;

68.1.7.2 has been convicted for fraud or corruption during the past five years;

68.1.7.3 has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

68.1.7.4 has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004

68.1.8 reject the bid of any bidder tendering as part of a joint venture, whose bid otherwise be rejected individually or otherwise.

68.2 The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub-paragraphs 65.1 of this policy.

69. ROTATION OF SERVICE PROVIDERS APPOINTED IN PANEL CONTRACTS

- 69.1** Service providers appointed as panels in all the contracts of the municipality will be rotated for opportunities through the Supply Chain department's database that will be created for each contract.
- 69.2** The rotation will be made based on an expenditure spent basis. Thresholds will be set, and after those thresholds have been reached then a new threshold will be set.
- 69.3** Allocations for expenditure will be made as per preferential points obtained by the panel contractors.
- 69.4** The rotation of the panels will be centralized at Supply Chain Management Department for all the Municipality's Departmental contracts awarded to avoid unfair allocation of work to service providers in line with the SCM Policy.

PART 3: LOGISTICS, DISPOSAL AND PERFORMANCE MANAGEMENT

70. LOGISTICS MANAGEMENT

- 70.1** The accounting officer must implement an effective system of logistics management which must include the following:
 - 70.1.1** monitoring of spending patterns on types or classes of goods and services which should, where practical, incorporate the coding of items to ensure that each item has a unique number for the purposes of monitoring;
 - 70.1.2** setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
 - 70.1.3** placing of manual or electronic orders for all acquisitions other than petty cash;
 - 70.1.4** before payment is approved, certification from the responsible officer that the goods and services have been received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted or in terms of a contract;
 - 70.1.5** appropriate standards of internal control and warehouse management to ensure goods placed in stores are secure and only used for the purpose for which they were purchased;
 - 70.1.6** regular checking to ensure that all assets, including official vehicles, are properly managed, appropriately maintained and only used for official purposes; and
 - 70.1.7** monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for a particular good or service.

71. TRANSPORT MANAGEMENT

- 71.1** The Municipality's fleet management policy must always be adhered to.

72. VENDOR PERFORMANCE

72.1 The accounting system will enable system-based evaluation, based on the vendors' performance regarding certain pre-determined criteria.

72.2 This information will be available for future evaluation purposes, contract negotiations and regular feedback to the vendors.

73. CONTRACT ADMINISTRATION

73.1 Contract administration includes all administrative duties associated with a contract that has arisen through one of the acquisition/procurement processes described in this policy.

73.2 All contracts must be administered by a contract manager, who will be an internal official assigned to ensure the effective administration of the contract. The contract manager will typically be the internal project manager assigned to the project as a whole but may also be a cost centre owner or other responsible official.

73.3 A contract manager must be assigned to each contract and, where possible, should be involved from the earliest stages of the acquisition process.

73.4 The contract manager's duties and powers shall be governed by the conditions of contract and the general law.

73.5 In administering a contract, the contract manager will be required to form opinions and make decisions which, while in the Municipality's best interests, must be fair to all parties concerned.

73.6 Departmental Heads (Directors) shall be responsible for ensuring that contract managers:

73.6.1 are assigned to all contracts within the Department Head's area of responsibility;

73.6.2 are adequately trained so that they can exercise the necessary level of responsibility in the performance of their duties.

73.7 The contract manager shall:

73.7.1 ensure that all the necessary formalities in signing up the contract and/or issuing the purchase order(s) are adhered to;

73.7.2 ensure that contracts related to the procurement of goods and services are captured on the Municipality's accounting system in the form of a price schedule;

73.7.3 ensure that all original contract documentation is lodged with the Supply Chain Management Department for record purposes;

73.7.4 monitor the performance of the contractor in order to ensure that all of the terms and conditions of the contract are met;

73.7.5 where necessary, take appropriate action where a contractor is underperforming or is in default or breach of the contract;

73.7.6 where appropriate, authorise payments due in terms of the contract by processing payment certificates (if applicable), and ensuring that the necessary Service Entry Sheets or Goods Received Notes are captured on the Municipality's accounting system;

73.7.7 manage contract variation or change procedures;

73.7.8 administer disputes where necessary, in terms of this policy and the applicable Conditions of Contract;

- 73.7.9** conduct, as appropriate, post contract reviews; maintain adequate records (paper and/or electronic) in sufficient detail on an appropriate contract file to provide an audit trail;
- 73.7.10** act with care and diligence and observe all accounting and legal requirements.

74. DISPOSAL MANAGEMENT

74.7 The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to section 14 of the MFMA, are as follows:

74.1.1 It will be implemented and effected through the Disposal Committee which will be appointed by the Accounting Officer and made up at least one senior Finance officer and other departmental representatives.

74.2 The items to be disposed of include but not limited to:

74.2.1 Movable assets:

74.2.1.1 the asset is uneconomical to repair;

74.2.1.2 the asset is irreparable;

74.2.1.3 the relevant department has no further use for the asset; and

74.2.1.4 no other department requires the asset.

74.2.2 Immovable assets:

74.2.2.1 the relevant department has no further use for the asset;

74.2.2.2 no other department requires the asset;

74.2.2.3 a member of the public wishing to acquire the asset can utilize the asset to the advantage of the community; or

74.2.2.4 where the assets were specifically created for the sale or rental thereof to the public.

74.3 The disposal of assets must be by one of the following methods:

74.3.1 transferring the asset to another organ of state in terms of a provision of the MFMA enabling the transfer of assets;

74.3.2 transferring the asset to another organ of state at market related value or, when appropriate, free of charge;

74.3.3 selling the asset; or

74.3.4 destroying the asset;

74.3.5 trading in the asset.

74.4 The disposal of assets must be done provided that –

74.4.1 immovable property may be sold only at market-related prices except when the public interest or the plight of the poor demands otherwise;

74.4.2 movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market-related prices, whichever is the most advantageous;

74.4.3 in the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 [thirty] days whether any of the local schools are interested in the equipment; and

74.4.4 in the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic

- 74.5** When letting or disposing of an asset it must be ensured that –
- 74.5.1** immovable property is let at market-related rates except when the public interest or the plight of the poor demands otherwise;
- 74.5.2** all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
- 74.5.3** where assets are traded in for other assets, the highest possible trade-in price is negotiated.

75. TRANSFER OR PERMANENT DISPOSAL OF ASSETS AND THE GRANTING OF RIGHT

- 75.1** Non-exempted capital assets shall be transferred or permanently disposed of strictly in accordance with Chapter 2 of the Municipal Asset Transfer Regulations.
- 75.2** Exempted capital assets shall be transferred strictly in accordance with Chapter 3 of the Municipal Asset Transfer Regulations.
- 75.3** The granting of rights (where sections 14 and 90 of the MFMA do not apply) by the Municipality, shall be executed strictly in accordance with Chapter 4 of the Municipal Asset Transfer Regulations.

76. PERFORMANCE MANAGEMENT

- 76.1** The accounting officer must ensure that an effective internal monitoring system is implemented in order to determine, on the basis of retrospective analysis, whether the authorised supply chain management processes were followed and whether the measurable performance objectives linked to and approved with the budget and the service delivery and budget implementation plan, were achieved.
- 76.2** Performance management shall accordingly be characterized by a monitoring process and retrospective analysis to determine whether:
- 76.2.1** value for money has been attained;
- 76.2.2** proper processes have been followed;
- 76.2.3** desired objectives have been achieved;
- 76.2.4** there is an opportunity to improve the process;
- 76.2.5** suppliers have been assessed and what that assessment is; and
- 76.2.6** there has been deviation from procedures and, if so, what the reasons for that deviation are
- 76.3** The performance management system shall accordingly focus on, amongst others:
- 76.3.1** achievement of goals;
- 76.3.2** compliance to norms and standards;
- 76.3.3** savings generated;
- 76.3.4** cost variances per item;
- 76.3.5** non-compliance with contractual conditions and requirements; and
- 76.3.6** the cost efficiency of the procurement process itself.

77. ROLES AND RESPONSIBILITIES OF OFFICIALS

77.1 SUPPLIER PERFORMANCE

- 77.1.1** The supplier of goods and services is required to perform as per terms and conditions agreed upon and should inform the municipality if circumstances prevent them to perform, with reasons provided.
- 77.1.2** For all relevant deviations from the agreed terms and conditions of any contract, the key performance indicators (KPI's) should be reviewed as well as the alignment with the strategic objectives established in the IDP.
- 77.1.3** Supplier's performance will be analysed, assessed and/or reviewed by Emalahleni Local Municipality Top Management on a quarterly basis in compliance with the provisions of Section 116 of the MFMA, 2003.
- 77.1.4** Prescribed procedures to evaluate service providers must be complied with, which process should among others include the following:-
- 77.1.4.1** the requirements of this policy must be included in the contract of the service provider;
- 77.1.4.2** the performance of the service provider under the contract or service level agreement must be assessed quarterly by the Reporting Officer/Evaluator;
- 77.1.4.3** the assessment must be completed in the electronic contract management system or manually if the system is not functional;
- 77.1.4.4** the Reporting Officer/Evaluator must complete the Service Provider Assessment on the contract management system at the end of each quarter.;
- 77.1.4.5** the service provider must be given a report on his/her assessment through the office of the Municipal Manager at the end of each quarter and on completion or termination of the contract; and
- 77.1.4.6** Supply Chain Management Unit (Assistant Manager SCM) will review the quarterly Service Provider assessments within 20 (twenty) days after the end of each quarter and submit a detailed summary report to the Municipal Top Management for consideration.
- 77.2** **IN THE INSTANCE OF UNDER-PERFORMANCE**
- 77.2.1** The Municipality will facilitate support interventions to service providers in the identified areas of underperformance.
- 77.2.2** Service providers who have been identified as under-performing in identified areas must be informed of these support interventions in writing.
- 77.2.3** The impact of support interventions must be monitored by the Assessment Panel.
- 77.2.4** Corrective action should be documented in writing within the Electronic Contract Management System.
- 77.2.5** The records of the support interventions must be documented, signed by both parties and appropriately filed in the Contract Management System.

PART 4: OTHER MATTERS

- 78. PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER**

- 78.1** The accounting officer must ensure that, irrespective of the procurement process followed, no award is given to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- 78.2** Before making an award to a provider or bidder, a tax clearance certificate from South African Revenue Service must first be provided as contemplated in paragraph 12.1.3 and 12.1.4.
- 78.3** According to National Treasury's Circular 90 the CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the SARS no longer issues Tax Clearance Certificates but has made provision online , via e-filing, for bidders to print their own Tax Compliance Status which they can submit with their bids or price quotations.
- 78.4** Accounting Officers may, therefore, accept printed or copies of Tax Compliance Status submitted by bidders and verify them on e-filing. The verification result should be printed and filed for audit purposes.
- 78.5** The municipality must utilise the Master Registration Number or tax compliance status PIN to verify bidders.
- 78.6** The municipality must print the tax compliance status screen view or letter with the result of the bidder's status at the date and time of verification to file with the bidder's bid documents for audit purposes.
- 78.7** Where the recommended bidder is not tax compliant, the bidder should be notified of their non-compliant status and the bidder must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have arranged to meet their outstanding tax obligations. The accounting officer should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above.
- 78.8** Where goods or services have been delivered satisfactorily without any dispute, accounting officers should not delay processing payment of invoices due to outstanding tax matters. Municipalities and municipal entities are advised to update their current SCM policies to ensure alignment with the new TCS.

79. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

- 79.1** Procurement of services is prohibited: -
- 79.1.1** from the person who is in the service of the state; or
- 79.1.2** if that person is not a natural person, of which any director, manager, majority shareholder or majority stakeholder is a person in the service of the state; or
- 79.1.3** who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.

80. AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE

- 80.1** The notes to the annual financial statements must disclose particulars of any award of more than **R2 000.00 [Two Thousand Rand]** to a person who is a spouse, life partner, child or parent of a

person in the service of the state, or has been in the service of the state in the previous twelve months, including –

- 80.1.1 the name of that person;
- 80.1.2 the capacity in which that person is in the service of the state; and
- 80.1.3 the amount of the award.

81. ETHICAL STANDARDS

81.1 A code of ethical standards is in place, for officials and other role players in the supply chain management system in order to promote –

- 81.1.1 mutual trust and respect; and
- 81.1.2 an environment where business can be conducted with integrity and in a fair and reasonable manner.

81.2 An official or other role player involved in the implementation of the supply chain management policy –

- 81.2.1 must treat all providers and potential providers equitably;
- 81.2.2 may not use his/her position for private gain or to improperly benefit another person;
- 81.2.3 may not accept any reward, gift, favour, hospitality or other benefit directly or indirectly, including to any close family member, partner or associate of that person, of a value more than **R350.00 [Three Hundred and Fifty Rand]**;
- 81.2.4 notwithstanding sub-paragraph 81.2.3, must declare to the accounting officer details of any reward, gift, favour, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
- 81.2.5 must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process of, or in any award of a contract by the municipality;
- 81.2.6 must immediately withdraw from participating in any manner whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;
- 81.2.7 must be scrupulous in his/her use of property belonging to the municipality;
- 81.2.8 must assist the accounting officer in combating fraud, corruption, favouritism and unfair and irregular practices in the supply chain management system; and
- 82.2.9 must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
 - 82.9.1 any alleged fraud, corruption, favouritism or unfair conduct;
 - 82.9.2 any alleged contravention of paragraph 81 of this policy; or
 - 82.9.3 any alleged breach of this code of ethical standards.

83. DECLARATIONS IN TERMS OF PARAGRAPHS 81 MUST BE DECLARED TO THE ACCOUNTING OFFICER

- 83.1 must be recorded in a register which the accounting officer must keep for this purpose;

- 83.2** by the accounting officer must be made to the executive mayor who must ensure that such declarations are recorded in the register.
- 83.3** The National Treasury's code of conduct must also be considered by supply chain management practitioners and other role players involved in supply chain management. A copy of the National Treasury code of conduct is available on the website www.treasury.gov.za/mfma located under "legislation".
- 83.4** A breach of the code of conduct adopted by the municipality must be dealt with in accordance with Schedule 2 of the Local Government: Municipal Systems Act 32 of 2000.

84. INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITIES, OFFICIALS AND OTHER ROLE PLAYERS

- 84.1** No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant –
 - 84.1.1** any inducement or reward to the municipality for or in connection with the award of a contract; or
 - 84.1.2** any reward, gift, favour or hospitality to –
 - 84.1.2.1** any official; or
 - 84.1.2.2** any other role player involved in the implementation of the supply chain management policy.
- 84.2** The accounting officer must promptly report any alleged contravention of sub-paragraph 84.1 to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- 84.3** Sub-paragraph 84.1.2 does not apply to gifts less than **R350.00 [Three Hundred and Fifty Rand]** in value.

85. SPONSORSHIPS, EVENTS AND CATERING

- 85.1** The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is –
 - 85.1.1** a provider or prospective provider of goods or services; or
 - 85.1.2** a recipient or prospective recipient of goods disposed or to be disposed.
- 85.2** The municipality may not incur catering expenses for meetings which are only attended by persons in the employ of the municipality, unless the prior written approval of the accounting officer is obtained.
- 85.3** The accounting officer may incur catering expenses for the hosting of meetings, conferences, workshops, courses, forums, recruitment interviews, and proceedings of council that exceed five hours.
- 85.4** Entertainment allowances of qualifying officials may not exceed two thousand rand per person per financial year, unless approved otherwise by the accounting officer.

- 85.5** The municipality may not incur expenses on alcoholic beverages unless the municipality or the municipal entity recovers the cost from the sale of such beverages
- 85.6** The accounting officer must ensure that social events, team building exercises, year-end functions, sporting events and budget vote dinners are not financed from the municipality's budget or by any suppliers or sponsors.
- 85.7** The municipality may not incur expenditure on corporate branded items like clothing or goods for personal use of officials, other than uniforms, office supplies and tools of trade unless costs related thereto are recovered from affected officials or is an integral part of the business model.
- 85.8** The accounting officer may incur expenditure not exceeding the limits for petty cash usage to host farewell functions in recognition of officials who retire after serving the municipality or municipal entity for ten or more years or retire on grounds of ill health.

86. COMMUNICATION

- 86.1** The municipality may, as far as possible, advertise municipal related events on its website instead of advertising in magazines or newspapers.
- 86.2** The accounting officer must ensure that allowances to officials for private calls and data costs are limited to an amount as determined by the accounting officer in the cost containment policy of the municipality or municipal entity.
- 86.3** Newspapers and other related publications for the use of officials and public office bearers must be discontinued on expiry of existing contracts or supply orders, unless required for professional purposes and where unavailable in electronic format.
- 86.4** The municipality may participate in the transversal term contract arranged by the National Treasury for the acquisition of mobile communication services.

87. CONFERENCES, MEETINGS AND STUDY TOURS

- 87.1** The accounting officer must establish policies and procedures to manage applications to attend conferences or events hosted by professional bodies or non-governmental institutions held within and outside the borders of South Africa taking into account their merits and benefits, costs and available alternatives
- 87.2** When considering applications from officials or political office bearers to attend conferences or events within and outside the borders of South Africa, the accounting officer or the mayor as the case may be, must take the following into account-
 - 87.2.1** the official's or political office bearer's role and responsibilities and the anticipated benefits of the conference or event;
 - 87.2.2** whether the conference or event addresses relevant concerns of the institution;
 - 87.2.3** the appropriate number of officials or political office bearers, not exceeding three, attending the conference or event; and
 - 87.2.4** the availability of funds to meet expenses related to the conference or event.

- 87.3** The accounting officer may consider appropriate benchmark costs with other professional bodies or regulatory bodies prior to granting approval for an official to attend a conference or event within and outside the borders of South Africa.
- 87.4** The benchmark costs referred to in sub-section (87.3) may not exceed an amount as determined from time to time by the National Treasury through a notice.
- 87.5** The amount referred to in sub-section (87.3) excludes costs related to travel, accommodation and related expenses, but includes-
- 87.5.1** conference or event registration expenses; and
- 87.5.2** any other expense incurred in relation to the conference or event.
- 87.6** When considering costs for conferences or events these may not include items such as laptops, tablets and other similar tokens that are built into the price of such conferences or events.
- 87.7** The accounting officer of a municipality must ensure that meetings and planning sessions that entail the use of municipal funds are, as far as may be practically possible, held in-house.
- 87.8** Municipal or provincial office facilities must be utilised for conference, meetings, strategic planning sessions, *inter alia*, where an appropriate venue exists within the municipal jurisdiction
- 87.9** The accounting officer must grant the approval for officials and in the case of political office bearers and the accounting officer, the mayor, as contemplated in sub-section (87.2).
- 87.10** The municipality must, where applicable, take advantage of early registration discounts by granting the required approvals to attend the conference, event or study tour, in advance

88. OTHER RELATED EXPENDITURE ITEMS

- 88.1** All commodities, services and products covered by a transversal contract concluded by the National Treasury must be considered before approaching the market, to benefit from savings where lower prices or rates have been negotiated.
- 88.2** Municipal resources may not be used to fund elections, campaign activities, including the provision of food, clothing, printing of agendas and brochures and other inducements as part of, or during election periods or to fund any activities of any political party at any time.
- 88.3** Expenditure on tools of trade for political office bearers must be limited to the upper limits as approved and published by the Cabinet member responsible for local government in terms of the Remuneration of Public Office Bearers Act, 1998.
- 88.4** The municipality must avoid expenditure on elaborate and expensive office furniture.
- 88.5** The municipality may only use the services of the South African Police Service to conduct periodical or quarterly security threat assessments of political office bearers and key officials and a report must be submitted to the speaker's office.
- 88.6** The municipality may consider providing additional time-off in lieu of payment for overtime worked. Planned overtime must be submitted to the relevant manager for consideration on a monthly basis. A motivation for all unplanned overtime must be submitted to the relevant manager.
- 88.7** The municipality or municipal entity must ensure that due process is followed when suspending or dismissing officials to avoid unnecessary litigation costs

89. OBJECTIONS AND COMPLAINTS

89.1 Persons aggrieved by decisions or actions taken in the implementation of the supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action, at the office of the accounting officer.

90. RESOLUTION OF DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

90.1 The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –

90.1.1 to assist in the resolution of disputes between the municipality and other persons regarding -

90.1.1.1 any decisions or actions taken in the implementation of the supply chain management system; or

90.1.1.2 any matter arising from a contract awarded in the course of the supply chain management system.

90.1.2 to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.

90.2 The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.

90.3 The person appointed must –

90.3.1 strive to resolve promptly all disputes, objections, complaints or queries received; and

90.3.2 submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.

90.4 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –

90.4.1 the dispute, objection, complaint or query is not resolved within 60 [sixty] days; or

90.4.2 no response is forthcoming within 60 days.

90.5 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

90.6 This paragraph must not be read as affecting a person's rights to approach a South African court of law at any time.

91. CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER

91.1 If a service provider acts on behalf of the municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate –

91.2 a cap on the compensation payable to the service provider; and

91.3 that such compensation must be performance-based.

92. PAYMENT OF SUB-CONTRACTORS OR JOINT VENTURE PARTNERS

92.1 The Chief Financial Officer or an official designated by the chief financial officer may consent to the direct payment of sub-contractors or joint venture partners by way of:

92.1.1 an approved cession; or

92.1.2 an agreement for direct payment.

93. EXTENDING OR VARYING A CONTRACT

93.1 Subject to sub-paragraph 78.2, the Accounting Officer on its own initiative or upon receipt of an application from the person, body, organization or corporation supplying goods or services to the municipality in terms of this policy, may resolve to extend or vary a contract if:-

93.1.1 the circumstances as contemplated in paragraph 55.1.1 prevail; or

93.1.2 with due regard to administrative efficiency and effectiveness, the accounting officer deems it appropriate.

93.2 The municipality may not extend or vary a contract:-

93.2.1 more than once;

93.2.2 for a period exceeding the duration of the original agreement; or

93.2.3 for an amount exceeding 20 percent of the original bid value for construction related goods, services and or infrastructure project and 15 percent for all other goods and or service.

93.3 Should there be any need to deviate from clause 93.2, the provisions of Section 116 of the MFMA should be applied.

94. POLICY REVIEWS

94.1 Notwithstanding the review date herein this policy shall remain effective until such time otherwise approved by Council and may be reviewed on an earlier date if necessary.

95. BUDGET & RESOURCES

95.1 The financial and resource implication/s related to the implementation of this policy should be qualified and quantified. Where the provisions of this policy conflict with the provisions of the Emalahleni Local Municipality Costs Containment Policy, the provisions of the Costs Containment Policy shall take supremacy.

96. IMPLEMENTATION

96.1 The Policy shall be implemented by Management, Service Providers, Councillors and by any other affected party including the members of the public and Management shall take reasonable steps to ensure that the policy is implemented and adhered to.

97. PENALTIES

97.1 Non-compliance of any of the stipulations contained in the policy will be regarded as misconduct and will be dealt with in terms of the Municipality's Disciplinary Code.