# EMAKHAZENI LOCAL MUNICIPALITY

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

**ELM 26-27/12/01**

**TENDER DOCUMENT**

**EMPLOYER:**

EMAKHAZENI LOCAL MUNICIPALITY
25 Scheepers Street
Belfast
1100
Tel: (013) 253 7600
Fax: (013) 253 1696

**NAME OF TENDERER** : .....

.....

**TOTAL BID PRICE (EXCL. VAT)** : .....

**TOTAL BID PRICE (INCL. VAT)** : .....

**CENTRAL SUPPLIER DATABASE NO** : .....

**TAX COMPLIANT STATUS PIN** : .....

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# TENDERING PROCEDURES

## THE TENDER

**Part T1: Tendering Procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

T1.3 General Conditions of the bid proposal: Definitions

# T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bid documents will be obtainable on payment of **cash non-refundable** document fee of **R 1 500.00** from our offices at Emakhazeni Local Municipality, 25 Scheepers Street, Belfast during office hours from 07H45 to 12h30 and 13h00 to 15h00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62028195510 Branch Code 270351, Tender Reference number (Project Number and Company Name)**.

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 a envelope and externally endorsed with **Project No; and Description;** and be deposited in the Tender Box, Ground Floor, Emakhazeni Local Municipality, 25 Scheepers Street, Belfast, Mpumalanga. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

| Project number | Description | Availability of Tender document | Price | Closing Date | Functionality% | Contact person |
|---|---|---|---|---|---|---|
| ELM 26-27/12/01 | APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS | Monday the 23rd of November 2026 | R 1 500.00 | Friday the 18th of December 2026 at 12h00 | 70% | Procurement enquiries:<br>Mr. Sibusiso Gwebu at 013 253 7682<br>sibusiso.gwebu@emakhazeni.gov.za<br><br>Technical enquiries:<br>Ms. Mapule Kanyane at 013 253 7694<br>mapule.kanyane@emakhazeni.gov.za |

Tenders will be evaluated in terms of the Supply Chain Management policy of the Emakhazeni Local Municipality aligned to Municipal Supply Chain Management Regulations. The method for evaluation of service providers is based on functionality. Company Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. Service providers must be registered at central supplier database (CSD).

**The specific goals allocated points in terms of these tenders (80/20) are as follows:**

- 2,5 points for 100% black person or people owned enterprise;
- 2,5 points for more than 30% woman or women shareholding or owned enterprise;
- 2,5 points for more than 30% youth shareholding or owned enterprise;
- 2,5 points for more than 30% people living with disability shareholding or owned enterprise.
- 2,5 points for enterprise regarded as EMEs located within the local area of jurisdiction;
- 5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition;
- 2,5 points for valid B-BBEE level 1 contribution

**NOTE TO BIDDERS ON BID CONDITIONS:**

- The Supply Chain Management Policy of Emakhazeni Local Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation;
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Bids submitted are to be valid for a period of 90 days;

**MR. S.C. NKOSI**
**ACTING MUNICIPAL MANAGER**
**EMAKHAZENI LOCAL MUNICIPALITY**

## [MBD1] PART A
## INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF EMAKHAZENI LOCAL MUNICIPALTY | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | ELM 26-27/12/01 | CLOSING DATE: | **18 DECEMBER 2026** | CLOSING TIME: | **12H00** |
| 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*

| |
|---|
| **Emakhazeni Local Municipality** |
| **25 Scheepers Street** |
| **Belfast, 1100** |
| **Mpumalanga** |

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

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

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

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | SUPPLY CHAIN | CONTACT PERSON | Mapule Kanyane |
| CONTACT PERSON | Gwebu Sibusiso | TELEPHONE NUMBER | **013 253 7600** |
| TELEPHONE NUMBER | 013 253 7601 | FACSIMILE NUMBER | 013 253 1889 |
| FACSIMILE NUMBER | 013 253 1889 | E-MAIL ADDRESS | mapule.kanyane@emakhazeni.gov.za |
| E-MAIL ADDRESS | sibusiso.gwebu@emakhazeni.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: ……..

## T1.2 TENDER DATA

| Clause No. | | |
|---|---|---|
| F.1.4 | **The Employer's Representative is:** | |
| | **Supply Chain Management Unit** | Email: sibusiso.gwebu@emakhazeni.gov.za Tel: 013 253 7601 |
| | **End user Department** | Email: mapule.kanyane@emakhazeni.gov.za Tel: 013 253 7600 |
| | 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 or his nominee will be regarded as amending the tender documents. | |
| F.2.1 | **Eligibility**<br>Only those tenderers who satisfy the following criteria are eligible to submit tenders: | |
| | Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document **"FORM C Authority of Signatory."** | |
| **F.2.2** | **No compulsory clarification meeting:** | |
| F.2.3 | No late, faxed, emailed or other form of tender will be accepted. Completed tenders in Black ink in sealed envelopes and clearly marked **"**Project No: **ELM 26-27/12/01: ''APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS"** must be placed in Tender Box at SCM Office,<br>EMAKHAZENI LOCAL MUNICIPALITY,<br>25 Scheepers Street, Belfast, 1100<br>Closing date: 18 December 2026<br>Closing Time:12h00 | **Location:** Emakhazeni Tender Box<br>EMAKHAZENI LOCAL MUNICIPALITY<br>25 , Scheepers Street<br>Belfast |
| F.2.14 | Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification. | |
| F.2.15 | The closing time for submission of tender offers and proposals is as mentioned in F.2.3 above and as stated in the Tender Notice and Invitation to Tender. | |
| F.2.16 | All tenders received by the EMAKHAZENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time. | |
| | The Tender offer validity period is 90 Days. | |
| F2.16.3 | Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered | |
| F2.23 | The tenderer is required to submit with his tender the below mentioned documents: Non Submission of the following documents will results in automatic disqualification:<br>(1) a copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.<br>(2) In case of Joint Venture – the Joint Venture Agreement.<br>(3) proof of professional registration for the company | |

| | |
|---|---|
| F.3.1.1 | Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, ELM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer. |
| F.3.6 | 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 |
| F 3.15 | If the Tender does not comply with the Tender conditions, the Tender will be rejected. If specifications are not met, the Tender will also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:<br>• The Master Registration Number and Tax compliance status PIN to enable the municipality to verify the bidder's<br>tax compliance status must be attached.<br>• Non submission of company registration certificates.<br>• Non submission of the proposal in the prescribed format<br>• Pages to be completed, removed from the Tender document, and have therefore not been submitted.<br>• Failure to fully complete the schedule of quantities as required.<br>• Scratching out without initialling next to the amended rates or information.<br>• Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.<br>• Tempering with the original tender document in any way.<br>• Not completing the document by black ink.<br>• Failure to attend compulsory briefing meetings, if any.<br>• The Tender has not been properly signed by a party having the authority to do so, according to the **Form C – "Authority for Signatory"**<br>• No authority for signatory submitted.<br>• Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.<br>• The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.<br>• The Tender has been submitted after the relevant closing date and time<br>• 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.<br>• 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.<br>• The declaration of interest form is not fully completed, or any false declaration |

| | |
|---|---|
| | **2. Size of enterprise and current workload**<br>Evaluation of the Tenderer's position in terms of:<br>▪ Previous and expected current annual turnover<br>▪ Current contractual obligations<br>▪ Capacity to execute the contract<br>**3. Staffing profile**<br>Evaluation of the Tenderer's position in terms of:<br>▪ Staff available for this contract being Tendered for<br>▪ Qualifications, registration and experience of key staff to be utilised on this contract<br>**4. Good standing with SA Revenue Services**<br>▪ Determine whether a valid tax clearance certificate or verification pin has been submitted.<br>▪ The Tenderer must affix a valid Tax Clearance Certificate or Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached to the designated page of the Tender document. |
| | If the Tender does **not** meet the requirements contained in the EML Supply Chain 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.<br>**5. Penalties**<br>The EMAKHAZENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:<br>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.<br>▪ Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.<br>▪ Restrict the firm, its shareholders and directors on obtaining any business from the EMAKHAZENI LOCAL MUNICIPALITY for a period of 5 years.<br>Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of EMAKHAZENI LOCAL MUNICIPALITY. |
| F3.16 | In the event that no correspondence or communication is received from the ELM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.<br>The number of paper copies of the signed contract to be provided by the Employer is one. |
| F3.16 | In the event that no correspondence or communication is received from the ELM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.<br>The number of paper copies of the signed contract to be provided by the Employer is one. |
| F3.11.9 | The quality criteria and maximum score in respect of each of the criteria are as given Municipal **Supply Chain Management Regulations.**<br>The number of paper copies of the signed contract to be provided by the employer is one |

| | |
|---|---|
| F.3.11.9 | The additional conditions of Tender are:<br>1. EMAKHAZENI LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.<br>2. The EMAKHAZENI 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. |
| | The tenderer is to note that the following **Additional Relevant Documents** will form part of this contract:<br>(i) EMAKHAZENI LOCAL MUNICIPALITY Supply Chain Management Policy,<br>(ii) ELM General Conditions of Contract<br>Occupational Health and Safety Policy |

**EVALUATION CRITERIA (FUNCTIONALITY)**

The Municipal SCM Policy & National Treasure Guidelines will be used for evaluation of prospective service providers as per the approved scoring system by the specification committee.
The 80/20 point system shall be used for Evaluation of tender documents in terms of Preferential Procurement Point Framework Act.

**FUNCTIONALITY POINTS:**

| Criteria | Scoring guide | Maximum Weights |
|---|---|---|
| **Company Experience in Insurance Services Industry -** | | |
| Insurance Company must demonstrate experience in providing insurance services in the public service (Attach certified copies of letters of appointment accompanied by referral letters where insurance service has been rendered) | 1-3 Letters =20<br>4-5 Letters =30<br>6- above Letters=40 | **40** |
| | | |
| **Experience of Key Personnel in Insurance Services-** Company must demonstrate that key personnel have relevant qualifications and experience to execute the project**.** (Attach an organogram and concise CV of key personnel in providing short term insurance) | **Account Executive (Relationship manager)**<br>– B degree or NQF L6 or higher and (6yrs –above experience =10)<br><br>**Supervisor claim Administrator**<br>- Diploma or NQF L6 and (4yrs-above experience =7)<br><br>**Claim Administrators**<br>- National Certificate or higher with 1 yr and above=3) | **20** |
| **Proof of certified copy of Regulatory Exam Certificate** – (Attached Certified copy of Certificate of key personnel. | **For Director or Account Executive (Relationship manager** - (=10)<br><br>**Supervisor claim Administrator** - (=7)<br><br>**Claim Administrators** - (=3) | **20** |
| **Insurance –** (Company must demonstrate that they are covered for insurance for not less than **R100 Million** from any institution accredited by FSB or reserve bank: Attach a certified **copy of Confirmation)**<br>**Non submission will result in an automatic disqualification** | Fidelity Guarantee Cover<br>R600 million and above =20<br>R200 million – R600 million = 15<br>R0-R100 million =0 | **20** |
| **HIGHEST POSSIBLE SCORE FOR FUNCTIONALITY** | | **100** |

**NB! FAILURE TO ATTACH THE REQUIRED DOCUMENTS AS PART OF THE SUBMISSION OF THE BID WILL RENDER THE BID NON-RESPONSIVE**

**NB: To enable to claim the above-mentioned points proof of all the points to be claimed must be submitted.**

- Bidders who obtain the minimum score of 70 (70%) points will be evaluated on the 80/20 preference point system.
- Bidders who fail to obtain 70 points on functionality will be automatically eliminated.

## T1.3 GENERAL CONDITIONS OF THE BID PROPOSAL

### 1. Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

| Words and Expressions | Meaning |
|---|---|
| "Addendum" and "Addendum to Bid" | any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids |
| "Authorized" | By or with the prior written instruction, consent or approval of the Council and "unauthorized" means the converse. |
| "Closing of Bids" | The time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council. |
| "Conforming Bid" | a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever. |
| "Bidder" | Any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids. |
| "Bid Period" | The period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids. |
| brand names, trademarks, names, patent or producer, | Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent". |

### *2. INTERPRETATION*

#### *2.1. APPLICATION*

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

#### *2.2. LANGUAGE*

These Conditions of Bid shall be interpreted in the English language.

#### *2.3. GOVERNING LAW*

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

#### *2.4. SINGULAR, PLURAL AND GENDER*

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

#### *2.5. HEADINGS AND SUB-TITLES*

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

#### *2.6. SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER*

2.6.1. Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.6.2. All alterations must be initialed by the authorised submitter.

### *2.7. AMENDMENTS TO THE BID DOCUMENTS*

#### *2.7.1. AMENDMENTS BY THE BIDDER*

2.7.1.1. Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.7.1.2. Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

#### *2.7.2. AMENDMENTS BY THE EMPLOYER*

2.7.2.1. The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.7.2.2. Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.

Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.7.2.3. No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

### *3. SIGNING OF BID*

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

### *4. CONFIDENTIAL NATURE OF DOCUMENTS*

The content of the Bid Documents is private and confidential and copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

### *5. COSTS INCURRED BY BIDDERS*

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

### *6. ACCEPTANCE OF BID*

The Council is not bound to accept any Bid or the lowest bid sum offered and reserves the right to award in part or in whole.

### *7. PERIOD OF VALIDITY OF BIDS*

7.1. The bids shall remain valid for a period of three (3) months or 90 days after the Closing date.

7.2. Prices must be firm during this period and not linked to any exchange rate whatsoever.

## *8. REPUDIATION OF BID OR INVALIDATION OF CONTRACT*

8.1. If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

8.1.1. Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

8.1.2. Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

8.1.3. Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

**8.1.3.1. Refrain from bidding for this Contract; or**

8.1.3.2. as to the amount of the Bid to be submitted by either party;

8.1.3.3. Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

8.1.4. Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

8.1.4.1. the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

8.1.4.2. such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

8.1.5. The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

## *9. BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES*

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

## *10. ADDITIONAL INFORMATION REQUIRED*

10.1. The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

10.2. The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

## *11. TAXES AND LEVIES*

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

## *12. CLEARANCE FROM MUNICIPALITIES*

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts. Bidders that are based in areas that are non-rated and no municipal services are provided to them are required to provide a letter from the municipality confirming that the area is non-rated.

## 13. NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

13.1. No bids will be considered from persons in the service of the state

13.1.1. MSCM Regulations: "in the service of the state" means to be –

13.1.1.1. a member of any municipal council;

13.1.1.2. a member of any provincial legislature; or

13.1.1.3. a member of the national Assembly or the national Council of provinces;

13.1.1.4. a member of the board of directors of any municipal entity;

13.1.1.5. an official of any municipality or municipal entity;

13.1.1.6. 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);

13.1.1.7. a member of the accounting authority of any national or provincial public entity; or

13.1.1.8. an employee of Parliament or a provincial legislature.

## 14. SPECIAL CONDITIONS OF THE BID PROPOSAL

14.1. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

14.2. No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

14.3. 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 on an attorney and client scale.

14.4. Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

14.5. Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

14.6. Council reserves the right to alter quantities based on the supplied rates.

14.7. All Bids will be adjudicated in terms of the Emakhazeni Local Municipality's SCM Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.

14.8. The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

14.9. The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

14.10. The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

14.11. Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

# T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable 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 into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

## T2.2 RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

### RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

| | |
|---|---|
| Form A | Compulsory Enterprise Questionnaire |
| Form B | Record of Addenda to Tender Documents |
| Form C | Authority for Signatory |
| Form D | Declaration of interest |
| Form E | Declaration of past supply chain management practices |
| Form F | Declaration of good standing regarding tax |
| Form G | Declaration of Procurement above R10Million (Vat Included) |
| Form H | Declaration tenderer's litigation history |
| Form I | Certificate of independent Bid determination |
| Form J | Declaration of Municipal Account |
| Form K | Preference Schedule |
| Form L | Financial references/ Bidder`s credit rating and bank details |
| Form M | Proposed Key Personnel |
| Form N | Schedule of Proposed Sub-Consultants |
| Form O | Schedule of Previous Experience |
| Form P | Schedule of Current Commitments |
| Form Q | Tenderer's project structure |
| Form R | Form of Indemnity |

**NAME OF BIDDING ENTITY:** _____

**FORM OF BID (GENERAL DECLARATION) FOR EMAKHAZENI LOCAL MUNICIPALITY**

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

**GENERAL DECLARATION:**
**To: The Acting Municipal Manager**
**EMAKHAZENI LOCAL MUNICIPALITY**
25 Scheepers street
Belfast
1100

Sir,

*I/We, the undersigned (hereinafter referred to as "the bidder"):*

*(a) bid to supply and deliver to* EMAKHAZENI LOCAL MUNICIPALITY *all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*

*(b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*

*(c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A, C, E, and K", attached hereto, should this bid be accepted in whole or in part;*

*(d) confirm that this bid may only be accepted by* EMAKHAZENI LOCAL MUNICIPALITY *by way of a duly authorised Letter of Acceptance;*

*(e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*

*(f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the* EMAKHAZENI LOCAL MUNICIPALITY *and the bidder;*

*(g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*

*(h) acknowledge that the information furnished is true and correct;*

*(i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of* EMAKHAZENI LOCAL MUNICIPALITY *that the claims are correct. If the claims are found to be inflated,* EMAKHAZENI LOCAL MUNICIPALITY *may, inaddition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by* EMAKHAZENI LOCAL MUNICIPALITY *as a result of the award of the contract and/or cancel the contract and claim any damages which* EMAKHAZENI LOCAL MUNICIPALITY *may suffer by having to make less favourable arrangements after such cancellation;*

*(j) declare that no municipal rates and taxes or municipal service charges owed by the bidderor any of its directors to the municipality, or to any other municipality or municipal entity,are in arrears for more than three (3) months; and*

*(k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, afterwritten notice was given to me that my performance was unsatisfactory.*

*(l) declare that the signatory to the bid document is duly authorised; and*

*(m) agree that documentary proof regarding any tendering issue will, when required, be*

*submitted to the satisfaction of* EMAKHAZENI LOCAL MUNICIPALITY

(n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and aQualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit or a certified copy thereof* or a certificate from the Companies and Intellectual Property Commission (CIPC) *confirming their annual total revenue is true and correct)*

(o) *declare that the following responses to be true and correct:*
*Does the bidder have participation in the submission of any other offer for thesupplies/services described in the attached documents?*

(Tick applicable box)

| YES | NO |
|---|---|
| | |

*If YES, the following information must be supplied:*

1. *The name(s) of the other Bidder(s) involved* ……..... …… ……
2. *The full details of the Bidder(s) participation* ……..... ……..... ……...

(p) *declare that all of the information furnished is true and correct*

*Signed at .....…….... this _____day of …….....20 ……..*

***Name of Authorised Person:*** _____

**Authorised Signature:** _____

## FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

NB!!!! In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise**: …….....

2. **VAT Registration number, if any**: …….....

3. **Do you have an office within EMAKHAZENI LOCAL MUNICIPALITY area of jurisdiction?**
   **YES or NO**

*(Please tick correct response)*

3.1. Street address of office: …….....

3.2. Telephone number: (not cell phone number)…….....

3.3. Fax No. :…….....

3.4. Person in charge of office on a full time basis: …….....

3.5. Number of staff in this office: …….....

4. **Particulars of shareholders and partners in the firm:**

| Name | Identity Number | Personal Income Tax Number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

5. **Particulars of companies and close corporations:**

Company Registration Number: …….....

Close Corporation Number: …….....

Tax reference Number: ……..

6. **Record in the service of the state:**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been within the last 36 MONTHS in the service of any of the following:

☐ a member of any municipal council

☐ a member of any provincial legislature

- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of Directors of any Municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

| Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder | Name of Institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|---|
| | | Current | Within the last 36 MONTHS |
| | | | |
| | | | |
| | | | |

SIGNED ON BEHALF OF THE TENDERER: .....….....

# FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

**In the case of a Joint Venture – Form "A2" needs to be completed**

**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 EMAKHAZENI 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)

| 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)
- Certified Copies of the ID's of the Directors

2. **For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors, and
- Registration certificate and audited 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**

- Certified Copies of the ID's of the partners

5. **One person Business / Sole trader**

- Certified Copy of ID

6. **Tax Compliance Status Pin from the South African Revenue Service**

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

8. **Central Supplier Database [CSD] Registration Report**

## FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

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 |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SIGNED ON BEHALF OF THE TENDERER: .....

## FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process and duly authorized to sign all documents in connection with this Tender:

Name : .....

Contact number : .....

Office Address : .....

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

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

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

Mr / Ms.....

has been duly authorized to sign all documents in connection with the Tender for: **APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR A PERIOD OF 36 MONTHS** and any Contract which may arise there from on behalf of

……

(BLOCK CAPTIALS)

**Pro-Forma**

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

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 |
|---|---|---|
| Lead Partner:<br><br>Responsible Personnel:<br>……..... | | Signature: ……..<br><br>Designation: …….. |
| Responsible Personnel:<br>……..... | | Signature: ……..<br><br>Designation: …….. |
| Responsible Personnel:<br>……..... | | Signature: ……..<br><br>Designation: …….. |
| Responsible Personnel:<br>……..... | | Signature: ……..<br><br>Designation: …….. |
| Responsible Personnel:<br>……..... | | Signature: ……..<br><br>Designation: …….. |

# FORM D: DECLARATION OF INTEREST

**MBD 4**

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

1 Any legal person, including persons employed by the State[1], or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of thebid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder[2]): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below

[1] *"State" means:*

*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) any municipality or municipal entity;*

*d) any national or provincial department, national or provincial public entity or constitutional institution within themeaning 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 provincial legislature.*

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

| | | |
|---|---|---|
| 2.9 | Do you, or any person connected with the bidder, have any relationship(family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? | **YES / NO** |
| 2.9.1 | If so, furnish particulars:<br>_____<br>_____<br>_____ | |
| 2.10 | Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? | **YES / NO** |
| 2.10.1 | If so, furnish particulars:<br>_____<br>_____<br>_____ | |
| 2.11 | Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? | **YES / NO** |
| 2.11.1 | If so, furnish particulars:<br>_____<br>_____<br>_____ | |

**3. Full details of directors / trustees / members / shareholders.**

| Full Name | Identity Number | Personal Tax Reference Number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |

**4. DECLARATION**

I, the undersigned (name) _____ certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

_____ _____

Signature Date

_____ _____

Position Name of Bidder

# FORM E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**MBD 8**

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

2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

a. Abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. Failed to perform on any previous contract.

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

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing Business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445. | Yes ☐ | No ☐ |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.4.1 | 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 F DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

**MBD 2 Tax Pin 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 bidder is 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 Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

## ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:

- _ Proof of Registration with Central Supplier Database (CSD)
- _ SARS TAX PIN

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 G: DECLARATION OF PROCUREMENT ABOVE R10MILLION (VAT INCLUDED)

**MBD5**

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

| | | | | |
|---|---|---|---|---|
| 1. Are you by law required to prepare annual financial statements for auditing? | **YES** | | **NO** | |
| 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. | | | | |
| 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality 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 a municipality or other service provider in respect of which payment is overdue for more than 30 days.<br>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.

I accept that the state may act against me should this declaration prove to be false.

| | | | |
|---|---|---|---|
| SIGNATURE | | DATE | |
| NAME (PRINT) | | | |
| CAPACITY | | | |
| NAME OF FIRM | | | |

## FORM H: DECLARATION OF TENDERER'S LITIGATION HISTORY

**Note to tenderer:**

**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, and 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 |
|---|---|---|---|---|
| | | | | |

SIGNED ON BEHALF OF THE TENDERER: .....

## FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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

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

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent ACCESS of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have ACCESSED the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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 Institution)

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

I certify, on behalf of: _____that:

(Name of Bidder)

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

…… ……

Signature Date

…….. ……

Position Name of Bidder

## FORM J: MUNICIPAL UTILITY ACCOUNT

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

### 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 COPY OF MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) and the Company on the declaration form attached hereto.
- Attach Municipal Utility account of the director(s) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- Attach Municipal Utility account of Company's registered office and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- In the event payment of Municipal services is incorporated into the lease agreement, the bidder is required to attach the municipal account in the name of the Lessor.
- Bidders that are based in areas that are non-rated, a letter from the municipality to confirm that must be attached.
- Letters from traditional councils and proof residences are not acceptable.

## FORM K: PREFERENCE SCHEDULE

**MBD6.1**

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

### 2. DEFINITIONS

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

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

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an

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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points claimed (80/20 system) (To be completed by the tenderer) | Means of verification |
|---|---|---|
| 2,5 points for 100% black person or people owned enterprise; | | Certified Identity Documents of the owners and CSD Report |
| 2,5 points for more than 30% woman or women shareholding or owned enterprise; | | Certified Identity Documents of the owners and CSD Report |
| 2,5 points for more than 30% youth shareholding or owned enterprise; | | Certified Identity Documents of the owners and CSD Report |
| 2,5 points for more than 30% people living with disability shareholding or owned enterprise. | | CSD Report |
| 2,5 points for enterprise regarded as EMEs located within the local area of jurisdiction; | | B-BBEE Sworn Affidavit and Municipal rates from ELM, together with proof of residence |
| 5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition; | | Corporate Social Investment (CSI) or Social Labour Plan |
| 2,5 points for valid B-BBEE level 1 contribution | | B-BBEE Certificate or equivalent |

## 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.

| |
|---|
| ……<br>**SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME**: …… |
| **DATE:** …… |
| **ADDRESS**: ……<br>……<br>…… |

## FORM L: FINANCIAL REFERENCES

### DETAILS OF BIDDERS BANKING INFORMATION

***Notes to Bidder:***

1. The bidder shall attach to this form a letter from the bank 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 bidder'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: | 0-6 months ☐<br>7-36 MONTHS ☐<br>13-24 months ☐<br>More than 24 months ☐<br>(Tick which is appropriate) |

Name of Tenderer: ……

Signature: …..... Date:……..

Full name of signatory: ……..

**ATTACH A COPY OF A LETTER FROM BANK NOT OLDER THAN THREE (3) MONTHS TO THIS PAGE**

## FORM M PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

| | |
|---|---|
| 1.Position | |
| Name | |
| Years of experience | |
| Formal qualifications | |
| Currently employed by tenderer (y/n)? | |
| | |
| | |
| 2.Position | |
| Name | |
| Years of experience | |
| Formal qualifications | |
| Currently employed by tenderer (y/n)? | |
| | |
| | |
| 3.Position | |
| Name | |
| Years of experience | |
| Formal qualifications | |
| Currently employed by tenderer (y/n)? | |
| | |

SIGNED ON BEHALF OF THE TENDERER: ……

## FORM N: SCHEDULE OF PROPOSED SUB-CONTRACTORS/SUPPLIERS/CONSULTANTS

Appointment of the proposed sub-consultants is subject to approval by EMAKHAZENI LOCAL MUNICIPALITY (ELM) in accordance with ELM Supply Chain Management Policy.

| NAME OF SUB-CO | FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANT |
|---|---|
| | |
| | |
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| | |
| | |

SIGNED ON BEHALF OF THE TENDERER: ……. .....

# FORM O SCHEDULE OF PREVIOUS EXPERIENCE

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 | Year(s) work executed | Reference | | | |
|---|---|---|---|---|---|---|
| | | | Name | Organisation | Tel no | FAX No. |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

SIGNED ON BEHALF OF THE TENDERER: .....

# FORM P SCHEDULE OF CURRENT COMMITMENTS

**Notes to tenderer:**

1. **The tenderer shall list below all projects with which the proposed key personnel (i.e. professionally registered) are currently involved.**

2. **In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.**

| PROJECT | CLIENT | START DATE (M/Y) | DURATION (MONTHS) | VALUE OF SERVICE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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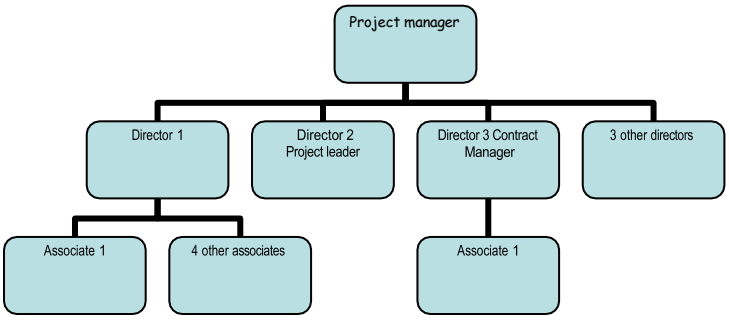
| | | | | |
| | | | | |
| | | | | |

SIGNED ON BEHALF OF THE TENDERER: ……

# FORM Q TENDERER'S PROJECT STRUCTURE

**Notes to tenderer:**

1. **The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer should attach his own organogram to this form.**
2. **Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.**
3. **Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.**
4. **State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA**
5. **Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.**




| | |
|---|---|
| **Head Office:** | *State City/Town* |
| **Other Offices:** | *Only list number, localities not required* |
| **Registered** | |
| **Total Employees :** | |
| **%share in JV agreement** | |

SIGNED ON BEHALF OF THE TENDERER: ……..

# FORM R FORM OF INDEMNITY

**INDEMNITY**

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorized hereto by a resolution dated_____/20____,

to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated_____/20 ____, with the Emakhazeni Local Municipality who require this indemnity from the contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Emakhazeni Local Municipality in respect of all loss or damage that may be incurred or sustained by the Emakhazeni Local Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the entity in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the entity in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

| | |
|---|---|
| SIGNATURE OF CONTRACTOR: | |
| DATE: | |
| SIGNATURE OF WITNESS 1: | |
| DATE: | |
| SIGNATURE OF WITNESS 2: | |
| DATE: | |

# AGREEMENT AND CONTRACT DATA

## C1.1 Form of offer and acceptance

## C1.2 Contract Data

## C. 1.1 FORM OF OFFER AND ACCEPTANCE

## PART 1: FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **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 Service Provider 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 AMOUNT 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 Security Provider in the Conditions of Contract identified in the Contract Data.

Signature: _____ Date:_____

Name: _____

Capacity: _____

For the Tenderer: _____

_____
(Tenderer's address)

Name &
Signature of
Witness_____ Date _____

**PART 2: ACCEPTANCE** *(To be completed by the Employer)*

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 Provider 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 C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part C2 | Scope of work and Bill of quantities |
| Part C3 | Pricing data |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 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 Provider) 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: _____ Date: _____

Name: _____

Capacity _____

For the Employer _____

_____

(Name and address of organisation)

Name & Signature of Witness _____ Date _____

# PART C2. SCOPE OF WORK AND BILLS OF QUANTITY

## 1. TENDER CONDITIONS AND INFORMATION

**Tenders are hereby invited from insurance brokers to underwrite and manage the short- term insurance portfolio of the Emakhazeni Local Municipality for a period of three years from 1 January 2027 to 31 December 2029.**

This tender will be evaluated in terms of the General Conditions of Contract**,** Supply Chain Management Policy and relevant specification as depicted in the document and also the Emakhazeni Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The successful bidding Broker is required to register as a service provider / suppliers on the Supply Chain Management Database of Emakhazeni Local Municipality as well as the Central Supplier Database under the custody of National Treasury.

## 2. SPECIAL CONDITIONS OF CONTRACT

The contract will be for a period of three years from 1 January 2027 to 31 December 2029.

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

2.2 We require you to quote on the following Premium Option:

- Normal excess as prevailing at time of quote applicable to All Policies

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

2.4 All premiums must be **VAT inclusive**.

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

2.6 The Broker must provide a MONTHLY report to the Municipality of all claims paid and outstanding.

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

2.8 Any claim that is rejected by an insurer must be evaluated by the Broker based on policy wording and legal grounds. The Municipality reserves the right to reconsider any opinion received, to refer it back to the broker for another opinion or recommendation. The Municipality will not communicate directly with any insurer regarding any aspects of a claim.

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

2.10 Full particulars must be provided regarding the services that will be delivered to the Municipality of Emakhazeni.

2.10 The pricing schedule allows for the premium per annum, escalation if any must be included, for extending the contract.

2.11 The Municipality has an issued short term insurance policy that is reviewed on an annual basis. The Bidding Broker must ensure that any proposed insurance policy, negotiated, must cover these risks.

2.12 The Municipality requires an improved policy wording on all classes as well as a uniform deductible structure.

2.13 The Municipality would prefer an Assets All Risks Policy Wording as well as a Broad Form Liability Policy Wording to cover potential Third-Party Non-Motor and Motor Liabilities.

2.14 Bidding Brokers are advised that the Municipality is the owner of various properties and infrastructure that are constructed of inter alia historical thatch buildings, as well as risks consisting of chlorine stations, fuel storage tanks, bulk water storage dams and reservoirs, electrical stations, wastewater treatment works, plantations, overnight fleet parking and the like requiring special coverage.

2.15 Impact damage to Traffic Intersections must be covered on an Assets All Risks Policy Wording basis.

2.16 Broad Form Third Party Liability Coverage is specifically required but not limited to the spread of fire, the accidental bursting of water pipes, water storage facilities and the like that may cause damage, injury, sickness, death and the like to third parties. Environmental Pollution must be covered by the insurance program.

2.17 A FAIS Record of Advice Risk Survey would be required from any potential Bidding Broker to secure the account of the Municipality.

2.18 The Motor Fleet must function on an annual adjustment basis by means of an inception and annual declaration basis.

2.19 The Municipality serves as the organiser of various special public events, public meetings, and public conferences during any given financial year, requiring property and liability coverage. These events might include motorcades, air shows, pyrotechnics, street parades, street markets with live music performances, artists, public speakers, and the like. It is a requirement that such events enjoy property and third-party liability coverage for all events during any given period. Cover must inter alia include, but not limited to:-

a. Broad Form Public Liability Cover

b. Emergency Medical Expenses

c. Employers Liability

d. Food & Drink

e. Spread of Fire

f. Statutory Legal Defence Costs

g. Temporary Structures

h. Wrongful Arrest & Defamation

## 3. TERMS OF REFERENCE

### 3.1 Objectives

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

### 3.2 Scope of Work

3.2.1 This tender will be for a period **for a period of three years from 1 January 2027 to 31 December 2029.**

3.2.1 The insurance broker must ensure that the insurable interests of the Municipality, its community and service providers are conveyed to underwriters and protected at all times; including:-

3.2.2 Ensure that the Municipality has insurance cover as instructed by the Municipality, and as advised by the Broker in the Broker's Record of Advice;

3.2.3 That the management of the Municipality is informed on the progress of all claims.

3.2.4 Advise the Municipality on any potential risk not covered by the insurance cover;

3.2.5 Provide technical advice with regard to claims lodged against the Municipality;

3.2.6 Act as representative for the Municipality with the underwriter; and

3.2.7 Advise the Municipality of potential under insurance

## 4. PRICING FOR THE FIRST YEAR

Bidders shall submit firm insurance premiums and applicable brokerage fees for the first twelve (12) months of the contract, based on the insurance requirements, insured asset values, claims history and risk information provided by Emakhazeni Local Municipality.

## 5. PRICING FOR THE SECOND AND THIRD YEARS

For purposes of bid evaluation and determination of the estimated contract value, bidders shall apply a uniform annual escalation rate of 5%, calculated as follows:

- Year 1: Actual tendered price.
- Year 2: Year 1 tendered price plus 5%.
- Year 3: Year 2 estimated price plus 5%.

The prescribed escalation percentage shall be applied consistently by all bidders.
The prescribed escalation percentage is an estimation mechanism for bid evaluation purposes only and shall not constitute a guaranteed or automatic contractual price increase.

## 6. EVALUATION OF BIDS

The total estimated tender price for the thirty-six (36) month contract period, inclusive of all applicable taxes and charges, shall be utilised for the calculation of preference points for price in accordance with the applicable preferential procurement legislative framework.

## 7. ANNUAL INSURANCE REVIEW

The actual insurance premiums applicable to the second and third years of the contract shall be determined through an annual insurance review and renewal process.
The annual review shall take into consideration:

- Changes in insured asset values;
- Additions and disposals of municipal assets;
- Claims history and loss ratios;
- Changes in the Municipality's risk profile;
- Prevailing insurance and reinsurance market conditions;
- Underwriting requirements;
- Changes in insurance coverage and indemnity limits;
- Applicable statutory charges and tariffs; and
- Opportunities to achieve premium reductions and improved insurance coverage.

The annual review may result in either an increase or a decrease in insurance premiums.

## 8. ANNUAL MARKET TESTING

The appointed insurance broker shall undertake annual market testing to ensure that the Municipality continues to obtain competitive insurance premiums, appropriate insurance coverage and value for money.

The broker shall provide verifiable documentary evidence supporting the proposed renewal premiums, including comparative insurer quotations where obtainable and reasons for any proposed premium adjustments.

## 9. APPROVAL OF REVISED PREMIUMS

The annual renewal proposal shall be submitted to the municipality at least ninety (90) days before the expiry of the applicable annual insurance period.

Revised premiums shall be subject to assessment, budget availability and prior written approval by the appropriate municipal authority.

The municipality reserves the right to reject inadequately substantiated premium adjustments.

## 10. BROKERAGE REMUNERATION

The brokerage remuneration structure tendered by the successful bidder shall remain applicable throughout the contract period, subject only to adjustments expressly provided for in the original contract.

All commissions, fees and other forms of remuneration shall be fully disclosed.

## 11. CONTRACT MANAGEMENT

Annual premium adjustments shall be implemented strictly in accordance with the pricing and annual review mechanism contained in the original tender and contract.

Any proposed changes falling outside the original contractual provisions shall be dealt with in accordance with the applicable legislation and the municipality's Supply Chain Management Policy.

**THE MUNICIPAL RISK PROFILE TO BE QUOTED ON THE FOLLOWING SCHEDULE OF COVER**

| SECTION | SUM INSURED | |
|---|---|---|
| **MATERIAL DAMAGE** | | |
| Buildings- Standard Construction | R | 103 958 094.00 |
| Contents - Standard Construction | R | 5 000 000.00 |
| Municipality Residential Housing Buildings consisting of | | |
| Apartments: Houses &Hotels - Standard Construction | R | 39 376 254.00 |
| Electricity Sub-Stations, Mini Sub-Stations& Infrastructure | R | 390 000 000.00 |
| Property Specifically Insured | R | 20 000 000.00 |
| Water Supply-Purification Works, pump Stations &Infrastructure | R | 550 000 000.00 |
| Sanitation-All Sewerage Works, pump Stations and Infrastructure | R | 474 675 538.00 |
| Solid Waste & Infrastructure | R | 97 700 102.00 |
| Solid Waste & Infrastructure | R | 92 205 102.00 |
| Cemetries | R | 10 000 000.00 |
| Library and related contents | R | 20 000 000.00 |
| Non-Standard structures-Mobile offices(fixed) | R | 5 000 000.00 |
| Plant and Machinery | R | 1 000 000.00 |
| Property in the open | R | 15 000 000.00 |
| Reservoirs | R | 10 000 000.00 |
| Sports and recreation facilities | R | 25 000 000.00 |
| Stadiums | R | 50 000 000.00 |
| Stock and Materials in Trade | R | 2 000 000.00 |
| Library and related contents | R | 20 000 000.00 |
| **All Substations & Transformers** | | |
| TSI: For All Single Locations Sums Insured in Excess of R50m | R | |
| TSI: For All Single Locations Sum Insureds less than of R50m | R | |
| TSI: Transformers in Excess of Manufacturer Lifespan: Agreed Value Basi | R | |
| *(subject to availability of maintenance records at claims stage)* | R | |
| **Property more Specifically Insured** | R | |
| Subsidence and Landslip | included | included |
| Power Surge | R | R |
| Theft of immovable property | R | R |
| Malicious Damage caused by thieves | R | |
| Temporary Repair Measures | R | R |
| Municipal Plans and Security Fees | R | R |
| Removal of Debris | R | R |
| Clearance Costs/Professional fees @15% of the sums | R | R |

| SECTION | SUM INSURED | |
|---|---|---|
| Insured | | |
| Leakages of oils, chemicals and other fluids | Yes | Yes |
| Wash Basins and Sanitary Wear | Yes | Yes |
| Motor Vehicles whilst parked at Insured | R | R |
| Locks and Keys | R | R |
| Thatch structures unless specifically insured | R | R 100 000 Max Annual Limit |
| Claims Preparation Costs | R | R 100 000.00 |
| **TOTAL MATERIAL DAMAGE** | **R** | **R 1 931 015 090.00** |

| BUSINESS INTERRUPTION | | |
|---|---|---|
| Indemnity Period | **Month** | **12 Months** |
| Income | R | R 1 000 000.00 |
| Increase in Cost of Working | R | |
| Additional Increase in Cost of Workings | R | |
| Fines and Penalties | R | |
| Claims Preparations costs | R | R 100 000.00 |
| **TOTAL BUSINESS INTERRUPTION** | **R** | **R 1 100 000.00** |

| OFFICE CONTENTS | | |
|---|---|---|
| General Contents | R | |
| Theft (forcible & violent entry or exit) | R | |
| Loss of rent (up to 25% of sum insured) | R | |
| Loss of Documents | R | |
| Legal Liability | R | |
| Increase in Cost of Workings | R | |
| Reasonable Costs | R | |
| Locks and Keys | R | |
| Claims Preparation Costs | R | |
| **TOTAL OFFICE CONTENTS** | **R** | |

| ACCOUNTS RECEIVABLE | | |
|---|---|---|
| Outstanding debtors | R | R 1 000 000.00 |
| Limit of Indemnity | R | R- |
| Claims Preparation Costs | R | R 100 000.00 |
| **TOTAL ACCOUNTS RECEIVABLE** | **R** | **R 1 100 000.00** |

| ACCIDENTAL DAMAGE | | |
|---|---|---|
| Total Value of Property | | |
| Limit | | |
| **TOTAL ACCIDENTAL DAMAGE** | **R-** | |

| SECTION | SUM INSURED | |
|---|---|---|
| **ELECTRONIC EQUIPMENT** | | |
| Specified Equipment/Hardware/Accessories/Software | R | 4 000 000.00 |
| Intangible Assets (Software) | R | |
| Laptops | R | 2 500 000.00 |
| Increase in cost of working | R | 2 000 000.00 |
| Recontraction of Data | R | 3 000 000.00 |
| Incompatibility | R | |
| Telkom Access Lines | R | |
| Utilities (Failure of supply) | R | |
| Claims Preparation Costs | R | |
| **TOTAL ELECTRONIC EQUIPMENT** | R | **R 11 600 000.00** |

| **BUSINESS ALL RISKS** | | |
|---|---|---|
| All other specified items (excluding Cellphones & Laptops) | R | 500 000.00 |
| Laptops & portable computer equipment | R | 250 000.00 |
| Sound Measuring Device Equipment | R | 20 000.00 |
| GPS Device | R | 5 000.00 |
| Environmental Sound Level Equipment | R | 10 000.00 |
| Locks and Keys | R | 100 000.00 |
| Claims Preparation Costs | R | 100 000.00 |
| **TOTAL BUSINESS ALL RISKS** | **R** | **987 500.00** |

| **THEFT** | | |
|---|---|---|
| First Loss Limit: Theft Cover subject to Forcible & Violent Entry / Exit | R | 1 000 000.00 |
| Property in open: Please note that this section is provided subject to goods kept in a LOCKED SECURED AREA & CLAIM IS SUBJECT TO FORCIBLE & VIOLENT ENTRY / EXIT | | |
| Malicious Damage to Buildings | R | 500 000.00 |
| Personal Effects of Employees used for work | | |
| Reasonable Precautions | R | 500 000.00 |
| Locks & Keys | R | 100 000.00 |
| Claims Preparations costs | R | 100 000.00 |
| **TOTAL THEFT** | **R** | **2 200 000.00** |
| | | |
| **MONEY** | | |
| Major Limit | R | 500 000.00 |
| Seasonal | | |
| Money: On the premises outside of business hours | R | 500 000.00 |
| | | |
| Money: On Possession by Councilors/Employees away from the Insured Premises on a Business Trip | | |
| | R | 20 000.00 |

| SECTION | SUM INSURED | |
|---|---|---|
| Money (Crossed Cheques) | | |
| Receptacles | R | 20 000.00 |
| Electronic Vending Machines | R | 50 000.00 |
| Locks and Keys | R | 25 000.00 |
| Reasonable Precautions | | |
| **Personal Accident** | | |
| - Capital Amount | R | |
| - Weekly Amount | R | |
| - Medical Expenses: | R | |
| Claims Preparation Costs | R | 100 000.00 |
| **TOTAL MONEY** | **R** | **1 217 500.00** |

| GOODS IN TRANSIT | | |
|---|---|---|
| Limit of Indemnity | R | **R 1 000 000.00** |
| Removal of Debris | R | |
| Reasonable Precaution | R | |
| Fire Extinguishing Expenses | R | |
| Claims Preparation Costs | R | 100 000.00 |
| **TOTAL GOODS IN TRANSIT** | **R** | **1 000 000.00** |

| GLASS | | |
|---|---|---|
| Interior and Exterior - Including Mirrors | R | 1 000 000.00 |
| Removal of Debris | R | |
| Claims Preparations Cost | R | 100 000.00 |
| **TOTAL GLASS** | **R** | **1 000 000.00** |

| FIDELITY GUARANTEE | | |
|---|---|---|
| **Retroactive Date** : | | |
| FG i.r.o. Employees (Blanket Basis) | | |
| Limit any One Period | R- | |
| | | |
| Computer Fraud **(No cover)** | | |
| Costs of Recovery | R- | |
| Superseded Policy | R- | |
| Reinstatement Amount | R- | |
| Claims Preparation Costs | R- | |
| **TOTAL FIDELITY GUARANTEE** | **R-** | |
| | | |
| **CONTRACTORS ALL RISKS** | | |
| Estimated Construction Turnover | R | 50 000 000.00 |
| Limit | | |
| Contractor Third party Liability | | |
| Removal of Debris | R | 2 000 000.00 |

| SECTION | SUM INSURED | |
|---|---|---|
| Professional Fees | | |
| Escalation (20%) | | |
| Surrounding Property | R | 2 000 000.00 |
| Public Liability | R | 2 000 000.00 |
| Claims Preparation Costs | R | 100 000.00 |
| **TOTAL CONTRACTORS ALL RISKS** | **R** | **50 000 000.00** |

| **PERSONAL ACCIDENT** | | |
|---|---|---|
| Voluntary law enforcement workers cover type | 1 | |
| **Death Limit -** | **R** | **R 250 000.00** |
| Permanent Disability | % | % of Death Benefit |
| Temporary Total Disablement | R | R2000 per week max 104 weeks |
| Medical Expenses | R | R 100 000.00 |
| Additional Death Cover | R | R 100 000.00 |
| Repatriation | R | R 100 000.00 |
| Relocation | R | R 100 000.00 |
| Mobility | R | R 100 000.00 |
| Claims Preparation Costs | R | R 100 000.00 |
| **Maximum limit any one life** | R | **R 5 000 000.00** |
| **Maximum limit any one event** | R | **R 20 000 000.00** |
| **TOTAL PERSONAL ACCIDENT** | R | **R 250 000.00** |

| **STATED BENEFIT** | | |
|---|---|---|
| **All personnel: 24hrs(Salaries and Wages Roll)** | R | R 151 148 176 |
| **Death Benefit** | **3x** | **3x Current Annual earnings** |
| Permanent Disablement | % | % of Death Benefit |
| Temporary Total Disability | 100 per week | 100 per week max 104weeks |
| Medical Expenses | R | R 100 000.00 |
| Accelerated Death Cover | R | R 100 000.00 |
| Repatriation | R | R 100 000.00 |
| Relocation | R | R 100 000.00 |
| Mobility | R | R 100 000.00 |
| **Maximum limit any one life** | **R** | **R 5 000 000.00** |
| **Maximum limit any one event** | **R** | **R 20 000 000.00** |
| **TOTAL STATED BENEFIT** | **R** | **R 151 148 176.00** |

| **MOTOR FLEET (COMPREHENSIVE)** | | |
|---|---|---|
| **Fleet Specified** | | |

| SECTION | SUM INSURED | |
|---|---|---|
| **Total Fleet Value: (Below R500 000.00)** | **R** | **R 20 000 000.00** |
| Total Count | 70 | |
| or | | |
| **Fleet Unspecified:** (Maximum Any One Vehicle +R500,000) | | |
| Private Type | | |
| LDVS | | |
| Trucks/Commercial | | |
| Fire Engines | | |
| Minibuses | | |
| Emergency Vehicles / Busses | | |
| Tractors | | |
| Digger, Rollers and Chippers | | |
| Motorcycles | | |
| Other (Implements/Walk behind Machinery/Accessories | | |
| Trailers & Caravans | | |
| Special Types | | |
| **High Valued Vehicles: (Above R 500 000.00)** | **R** | **R 62 713 072.15** |
| High Value Vehicles count | 36 | |
| **CAR HIRE COSTS** (30 Days) (Specify Vehicles) | *2* | |
| **Roadside Assist** (limited to Pvt & LDVs only) | | |
| Motor Third Party Liability | **R** | **R 5 000 000.00** |
| Passenger Liability: Fare Paying Passengers | **R-** | **R-** |
| Passenger Liability: Other | **R-** | **R-** |
| ***Extensions*** | | ***Included*** |
| Wreckage Removal | *R* | *R 10 000.00* |
| Fire Extinguishing Costs | *R* | *R 10 000.00* |
| Medical Expenses (per occupant) | *R* | *R 7 500.00* |
| Loss of Keys | *R* | *R 7 500.00* |
| Theft or attempted Theft of radios/sound equipment | *R* | *R 5 000.00* |
| Theft or attempted Theft of telephones excluding cellphones | *R* | *R 5 000.00* |
| **TOTAL MOTOR FLEET (COUNCIL)** | **R** | **R 82 713 072.15** |

| **LIABILITIES POLICY** | | |
|---|---|---|
| **Basis of Cover** | | **Claims Made** |
| **Retroactive Date** | | |
| **Public Liability** | | *Annual Aggregate Limit* |
| Primary policy limit | **R** | **R 50 000 000.00** |
| ***Extensions (included in the Aggregate)*** | | |

| **SECTION** | **SUM INSURED** | |
|---|---|---|
| *- Legal Defense Costs* | *R* | *R 2 250 000.00* |
| *- Gratuities Negligent Advice* | *R* | *R 2 250 000.00* |
| *- Wrongful Arrest & Defamation* | *R* | *R 2 250 000.00* |
| *- Products Liability* | *R* | *R 2 250 000.00* |
| *Defective Workmanship* | *R* | *R 2 250 000.00* |
| *Incidental Medical Malpractice* | *R* | *R 2 250 000.00* |
| **Spread of Fire** | ***R*** | ***R 50 000 000.00*** |
| **Employers** | ***R*** | ***R 50 000 000.00*** |
| - Claims Preparations Costs | R | R 2 500.00 |
| **TOTAL PUBLIC LIABILITY** | **R** | **R 50 000 000.00** |
| | | |
| **Directors & Officers Liability** | | |
| Side A- Directors & Officers | **R** | **R 5 000 000.00** |
| Side B - Company Reimbursement | **R-** | **R-** |
| Side C - Company Securities | **R-** | **R-** |
| ***Special Endorsements*** | | |
| Infectious Epidemics/Pandemic Exclusion | | |
| D&O excludes reasons for qualified audit financial statements | | |
| **TOTAL DIRECTORS & OFFICERS LIABILITY** | **R** | **R 5 000 000.00** |

## PRICING SCHEDULE

1. **Only firm prices will be accepted. Non-firm prices will not be considered.**
2. **All delivery costs MUST be included in the bid price, for delivery at the prescribed destination. Document MUST be completed in non-erasable black ink.**
3. **NO correction fluid/tape may be used.**
   - **In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**
4. **The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not**

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Emakhazeni Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Emakhazeni Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

| | **INDICATE WITH AN 'X'** | | | | | | |
|---|---|---|---|---|---|---|---|
| **Are you/is the firm a registered VAT Vendor** | **YES** | | | | | **NO** | |
| **If "YES", please provide VAT number** | | | | | | | |

**Please note the following:**

1. Emakhazeni Local Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.
3. **Bidders must quote on all the items in Table A and Table B to be responsive**.
4. Emakhazeni Local Municipality may award this tender for three years from 1 January 2027 to 31 December 2029). This is dependent on budget availability.

**TABLE A, UNDERLYING POLICIES**

| No. | Insurance Class | Insured Limits | Premium (Year 1) - Firm | Premium (Year 2) - Estimated | Premium (Year 3) - Estimated |
|---|---|---|---|---|---|
| 1 | Combined Section | 450 000 000 | | | |
| 2 | Business Interruption | 1 000 000 | | | |
| 3 | Accounts Receivable | 1 000 000 | | | |
| 4 | Business All Risks | 100 000 | | | |
| 5 | Electronic Equipment | 5 000 000 | | | |
| 6 | Glass | 1 000 000 | | | |
| 7 | Theft | 1 000 000 | | | |
| 8 | Money | 1 000 000 | | | |
| 9 | Goods in Transit | 1 000 000 | | | |
| 10 | GPA [All Officials] | 10 000 000 | | | |
| 11 | GPA [Law Enforcement] | 5 000 000 | | | |
| 12 | Motor Fleet | 30 000 000 | | | |
| 13 | Motor Fleet [R500,000 +] | 20 000 000 | | | |
| 14 | Motor Fleet [Liabilities] | 5 000 000 | | | |
| 15 | Liability Primary Layers | 50 000 000 | | | |
| 16 | Liability Employers | 50 000 000 | | | |
| 17 | Liability Excess Layers | 50 000 000 | | | |
| 18 | Directors & Officers | 5 000 000 | | | |
| 29 | Contractors All Risks | 50 000 000 | | | |
| **Total (VAT Included)** | | | | | |
| **Total (VAT Excluded)** | | | | | |
| **Total VAT** | | | | | |

## TABLE B, SASRIA ON UNDERLYING POLICIES

| No. | Insurance Class | Insured Limits | Premium (Year 1) - Firm | Premium (Year 2) - Estimated | Premium (Year 3) - Estimated |
|---|---|---|---|---|---|
| 1 | Combined Section | 450 000 000 | | | |
| 2 | Business Interruption | 1 000 000 | | | |
| 3 | Accounts Receivable | 1 000 000 | | | |
| 4 | Business All Risks | 1000 000 | | | |
| 5 | Electronic Equipment | 5 000 000 | | | |
| 6 | Glass | 1 000 000 | | | |
| 7 | Theft | 1 000 000 | | | |
| 8 | Money | 1 000 000 | | | |
| 9 | Goods in Transit | 1 000 000 | | | |
| 10 | GPA [All Officials] | 10 000 000 | | | |
| 11 | GPA [Law Enforcement] | 5 000 000 | | | |
| 12 | Motor Fleet | 30 000 000 | | | |
| 13 | Motor Fleet [R500,000 +] | 20 000 000 | | | |
| 14 | Motor Fleet [Liabilities] | 5 000 000 | | | |
| 15 | Liability Primary Layers | 50 000 000 | | | |
| 16 | Liability Employers | 50 000 000 | | | |
| 17 | Liability Excess Layers | 50 000 000 | | | |
| 18 | Directors & Officers | 5 000 000 | | | |
| 19 | Contractors All Risks | 50 000 000 | | | |
| **Total (VAT Included)** | | | | | |
| **Total (VAT Excluded)** | | | | | |
| **Total VAT** | | | | | |

| | Year 1-3 |
|---|---|
| **Total Table A (VAT Included)** | |
| **Total Table B (VAT Included)** | |
| ***Total Bid Price A + B (VAT Included)** | |

## C.3 PRICING DATA

### C.3.1 PRICING INSTRUCTIONS

All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.

1. 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.
2. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
3. 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.
4. **All rates and amounts must be completed in black Ink.**
5. 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 and inclusive 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.
6. 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 wok 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.
7. 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..
8. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
9. 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.
10. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client
11. The Standard Professional Services, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.
12. The Schedule of Activities comprises items covering the Service Provider's profit and costs of general liabilities and includes costs of all services.

## CLAIMS HISTORY

## CLAIMS IN THE PREVIOUS 12 MONTHS

| Claim No | Cover | Peril | DOL | Claim Notification | Claim Status | Description of Loss | Own Damage Estimate | Gross | Own Damage Excess | Nett Claim | Paid | Third Party Liability Estimate | Third Party Liability Excess | Original Estimate | Event |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LAT0002-00004159 | Public Liability | Pothole | 28-Jan-26 | 12-Aug-26 | Claim within Excess | The TP drove into a pothole and damaged their vehicle | ZAR - | ZAR 8,934.68 | ZAR - | ZAR - | ZAR - | R 8,934.68 | R 8,934.68 | ZAR - | Third Party Liability |
| LAT0002-00004158 | Public Liability | Pothole | 26-Jan-26 | 01-Jul-26 | Claim within Excess | The Third Party alleges that his vehicle's tyre was damaged after driving over a pothole. | ZAR - | ZAR 26,603.29 | ZAR - | ZAR - | ZAR - | R26,603.29 | R26,603.29 | ZAR - | Third Party Liability |
| LAT0002-00004156 | Public Liability | Pothole | 22-Mar-26 | 10-Apr-26 | Claim within Excess | The Third Party alleges that his vehicle's tyre was damaged after driving over a pothole. | ZAR - | ZAR 4,694.81 | ZAR - | ZAR - | ZAR - | R 4,694.81 | R 4,694.81 | ZAR - | Liability |

## CLAIMS BEYOND 12 MONTHS

| Claim Number | Claim Description | Vehicle Registration Number | Risk Type | Sub Cause Code | Date of Loss | Date Registered | Amount First Claimed | Gross | Claims Paid | Claims Outstanding | Excess |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CLGRMUM-908603 | Stone Damage | LCC216MP | Motor - Fleet | Windscreen | 23/01/2025 | 28/02/2025 | 5805.88 | 5805.88 | 4354.41 | 0.00 | 1,451.47 |
| CLGRMUM-909931 | BIG BIRD FLEW INTO THE WINDSREEN | HHS266MP | Motor - Fleet | Windscreen | 28/03/2025 | 01/04/2025 | 2966.14 | 0 | 0 | 0.00 | 0.00 |
| CLGRMUM-910057 | TP;s house was broken into, as a result a laptop that belongs to the municipal was stolen. | | Public Liability | Accidental | 13/01/2025 | 03/04/2025 | 15 | 0 | 0 | 0.00 | 0.00 |
| CLGRMUM-910509 | Insured collided with Tp vehicle | HKB467MP | Motor - Fleet | Collision / Accident | 19/02/2025 | 11/04/2025 | 99000 | 1414.5 | 1414.5 | 0.00 | 0.00 |
| CLGRMUM-914775 | APARTMENT WAS BROKEN INTO AND LAPTOP AND TABLET GOT STOLEN<br><br>Samsung Galaxy Tab A8<br>S/I:R4007.95<br>Asset:07720<br>Line:3918<br><br>Laptop Hp 450 G3<br>S/n:5CD6112PMV<br>S/I:R1850.00<br>Asset:A00433<br>Line:2578 | | Business All Risks | Loss / Damage | 27/06/2025 | 17/07/2025 | 30000 | 30317.4 | 317.4 | 27,500.00 | 2,500.00 |
| CLGRMUM-915103 | Insured Vehicle involved on accident on the N4. The vehicle boonet flung open and the driver momentarily lost control causing the accident | HKB467MP | Motor - Fleet | Collision / Accident | 23/06/2025 | 25/07/2025 | 50000 | 67206.69 | 52206.69 | 0.00 | 15,000.00 |
| CLGRMUM-917499 | DRIVER SWERVED AND COLLIDED WITH A GUARD RAIL AFTER TRYING TO AVOID A VEHICLE THAT ALMOST BUMPED HIM WHILE OVERTAKING | LCC238MP | Motor - Fleet | Collision / Accident | 27/08/2025 | 17/09/2025 | 50000 | 130161.95 | 118396.08 | 0.00 | 11,765.87 |
| CLGRMUM-910057 | broken into, as a result a laptop that belongs to the municipal was stolen. | | Business All Risks | Without Force | 13/01/2025 | 22/09/2025 | 25000 | 0 | 0 | 0.00 | 0.00 |
| CLGRMUM-918480 | Intruders came into the insured's home while with their family, demanded the car keys, robbed them | | Motor - Fleet | Total Loss | 21/08/2025 | 14/10/2025 | 120100 | 0 | 0 | 0.00 | 0.00 |

| Claim Number | Claim Description | Vehicle Registration Number | Risk Type | Sub Cause Code | Date of Loss | Date Registered | Amount First Claimed | Gross | Claims Paid | Claims Outstanding | Excess |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | of personal items and also took off with the vehicle | | | | | | | | | | |
| CLGRMUM-920428 | Stone Damage | LCC216MP | Motor - Fleet | Windscreen | 25/11/2025 | 27/11/2025 | 1000 | 0 | 0 | 0.00 | 0.00 |