

MPOFANA LOCAL MUNICIPALITY



**INVITATION FOR SERVICE PROVIDERS TO
PROVIDE SHORT-TERM INSURANCE COVER TO
MPOFANA MUNICIPALITY FOR A PERIOD OF 36
MONTHS**

BID NUMBER: MPO/02/2024



SHORT-TERM INSURANCE COVER FOR MPOFANA LOCAL MUNICIPALITY

INVITATION FOR SERVICE PROVIDERS TO PROVIDE SHORT-TERM INSURANCE COVER TO MPOFANA LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY SIX (36) MONTHS

Enquiries : Mr Sanele Sithole / Bongekile Mdlalose
Telephone No. : (033) 263 1221

SUBMISSION OF BID DOCUMENT

Closing Date : 10 May 2024
Closing Time : 12:00
Venue : Mpozana Local Municipality Offices
10 Claughton Terrace, Mooi River, 3300

Name of Organisation (Bidder):

Postal Address :

:

Contact Person :

Telephone No. :

Fax No. :

Email Address :

Total Bid Price (Incl VAT) :

BID ADVERTISEMENT

Service Providers are hereby invited to bid to Mpošana Local Municipality for the following bid:

Bid no:	Bid Description	Date and Venue for compulsory bid meeting	Evaluation Criteria
MPO/02/2024	Invitation for Services providers to provide Short-Term Insurance cover to Mpošana Municipality for a period of 36 months	19 April 2024 at 10:30am 10 Claughton Terrace, Mooi River, Board Room / Council Chamber	<ul style="list-style-type: none">• Administrative Compliance• Functionality• Specific Goal (Ownership)• Price

ALL BIDS MUST COMPLY WITH THE FOLLOWING CONDITIONS:

1. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid document;
2. No late bid will be accepted. Telefax or e-mail bids are not acceptable.
3. Bids may only be submitted on the bid documents as provided by Mpošana Local Municipality. The use of tip-ex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original bid document. All forms must be completed and must not be amended. If any of the forms, or portion of any form, is not applicable please indicate it on the form by marking it N/A.
4. The following Municipal Documents are compulsory and must be included in the bid document.
 - Advertisement
 - Specification (Terms of Reference)
 - MBD 1: Invitation to Bid
 - MBD 2: Tax Requirements
 - MBD 4: Declaration of Interest
 - MBD 6.1: Preference Points Claim Form
 - MBD7.1: Contract Form –Purchase of goods/works
 - MBD 8: Declaration of Bidders past SCM Practices
 - MBD 9: Certificate of Independent Bid Determination
 - Any special conditions as contained in the bid document.

Evaluation and adjudication of bids

The Preferential Procurement Regulations 2022, issued in terms of Section 5 of The Preferential Procurement Policy Framework Act, (Act 5 of 2000), the Supply Chain Management Policy of the Mpošana Local Municipality and other enabling legislation will be applied in the evaluation and adjudication process. For the purposes of this bid the 80/20 preference points system will be applicable.

For the purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned in this bid document.

Mpošana Local Municipality is not obliged to accept the lowest of any quotation.

Bid documents are available at the Mpošana Municipal Offices upon payment of a non- refundable fee of R500.00 per document incl.VAT during office hours between 08h00 to 15h00 as from Monday, 15 April 2024 & also available from e-Tenders website.

Completed bids in sealed envelopes bearing the **bid number** must be deposited in the Municipality's bid box at the municipal offices 10 Claughton Terrace, Mooi River, 3300 **no later than** 12:00pm on 10 May 2024 where bids will be opened in public.

Procurement enquiries: Mr S. Sithole, 033 263 1221 , sanele.sithole@mpofana.gov.za

**INVITATION FOR SERVICES PROVIDERS TO PROVIDE SHORT-TERM INSURANCE COVER
TO MPOFANA LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY SIX (36) MONTHS**

BID NO : MPO/02/2024

FORM OF OFFER AND ACCEPTANCE OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for:

[Short-Term Insurance Cover . Bid Number MPO/02/2024]

The bidder, identified in the offer signature block, 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 bid.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... **Rand (in words);**

R..... (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the tender data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the

Bidder

(Name and address of organization)

Name and Signature of

Witness Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder’s offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Briefing Session

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the

Employer: **Mpofana Local Municipality**

Name and

Signature of

Witness Date

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	MPO/02/2024	CLOSING DATE:	10 MAY 2024	CLOSING TIME:	12:00
DESCRIPTION	SHORT-TERM INSURANCE COVER				

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 10 CLAUGHTON TERRACE, MOOI RIVER, 3300

SUPPLIER INFORMATION

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

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

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

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

DEPARTMENT	FINANCE	CONTACT PERSON	MR M SITHOLE
CONTACT PERSON	SANELE/BONGEKILE	TELEPHONE NUMBER	0332631221
TELEPHONE NUMBER	0332631221	FACSIMILE NUMBER	0332631127
FACSIMILE NUMBER	0332631127	E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**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:

AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of, hereby confirm that by resolution of the board (copy attached) taken on 20....., Mr/Ms acting in the capacity of, was authorised to sign all documents in connection with this bid for Contract No and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as, hereby authorize Mr/Ms, acting in the capacity of, to sign all documents in connection with this bid for

Contract No **MPO/08/2015** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid 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 this bid for Contract No..... and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

As witnesses:

- 1. Sole Owner:
- 2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as, hereby authorise Mr/Msacting in the capacity of, to sign all to sign all documents in connection with this bid for Contract No and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Attach valid Tax Clearance Certificates or a PIN issued by SARS to this page.

SIGNATURE OF BIDDER:

DATE:.....

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder..... Bid number: MPO/02/2024
Closing Date: 10 May 2024 at 12:00.

1. Please indicate your total bid price here: R..... (compulsory)
2. NOTE: All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).
3. Are the rates quoted firm for the full period of the contract? **YES/NO**

Important: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

INVITATION FOR SERVICES PROVIDERS TO PROVIDE SHORT-TERM INSURANCE COVER

DURATION: THIRTY SIX (36) MONTHS

DESCRIPTION OF SERVICES	COST PRICES							
	Year 1 (Excl VAT)		Year 2 (Excl VAT)		Year 3 (Excl VAT)		SUB-TOTAL BID PRICE (Excl VAT)	
	R	C	R	C	R	C	R	C
SUB TOTAL (Excl VAT)								
VAT								
GRAND TOTAL								

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹MSCM Regulations: “in the service of the state” means to be –

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
- 3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

Pmin

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- (2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- (3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

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

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

Pmin

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- (2) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- (3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (4) Subject to section 2(a)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

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

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

Pmin

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- (2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- (3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 PREFERENCE POINT SYSTEM FOR TENDERS FOR INCOME – GENERATING CONTRACTS WITH RAND VALUE ABOVE R50 MILLION

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

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

Pmin

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- (2) A maximum of 10 points may be awarded to tenderer for the specific goal specified for the tender.
- (3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

CRITERIA FOR BREAKING DEADLOCK IN SCORING

- (1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

THE BASKET OF PREFERENCE GOALS

1. The basket of preference goals as contained in the relevant legislation are listed hereunder and the Municipality is at liberty to apply specific goals in any combination format depending on their preference targets. Municipality may include in their policy specific goals as part of their tendering conditions.

(a) PREFERENCE GOAL 1

Ownership as specific goal

- A maximum of 20 points (80/20 Preference Point System) or 10 points (90/10 Preference Point System), may be allocated. Bidder may score Preference Points based on company ownership.

- If the Municipality applies ownership as specific goal, the Municipality must advertise the tender with a specific tendering Preferential Procurement requirement that in order for a tenderer to claim 10/20 points for specific goals, a tendering company must have the following ownership:
 - ✓ Race, (Historically Disadvantaged Person); or
 - ✓ Gender (Historically Disadvantaged Person); or
 - ✓ Disability (Historically Disadvantaged Person).
 - ✓ Ownership verification may be conducted through the Companies and Intellectual Property Commission (CIPC).

(b) PREFERENCE GOAL 2

RDP Goals

- Over and above the awarding of Preference Points in favour of HDIs, the following activities may be regarded as a contribution towards achieving the goals of the RDP (Published in Government Gazette No. 16085 dated 23 November 1994):
 - ✓ The promotion of South African owned enterprises;
 - ✓ The promotion of export orientated production to create jobs;
 - ✓ The promotion of SMMEs;
 - ✓ The creation of new jobs or the intensification of labour absorption;
 - ✓ The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province;
 - ✓ The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region;
 - ✓ The promotion of enterprise located in a specific Municipal area for work to be done or services to be rendered;
 - ✓ The promotion of enterprises located in rural areas;
 - ✓ The empowerment of the work force by standardizing the level of skill and knowledge of workers
- The development of human resources including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
- The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations.

- The Municipality may also use other RDP goals identified in the Government Gazette No. 16085 dated 23 November 1994
<https://www.gov.za/sites/default/files/governmentgazetteid16085.pdf>

(c) PREFERENCE GOAL 3

Combinations of any other Goals

The Municipality may also combine any specific goals above in a manner that will help them evaluate and apply Preference Points to tenders.

DECLARATION BY BANK MANAGER

NAME OF BIDDER: _____

NAME OF BANK: _____

ACCOUNT NUMBER: _____

ACCOUNT TYPE: _____

BRANCH CODE: _____

BRANCH NAME: _____

BRANCH CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

This is to certify that the Bidder has sufficient good standing with this bank that he will, in my opinion, be financially able to complete a contract of R.....over the bided duration ofweeks. In addition we confirm that, for the amount of the enquiry, the Bidder is rated Code

SIGNATURE OF BANK MANAGER:DATE:



CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr./Ms., authorised signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

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

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Bidder shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his bid shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the bid, this shall in no way invalidate this bid. Furthermore, the bided unit rates for the various items of work shall remain final and binding.

No.	PROPOSED SUB-CONTRACTORS	PART OR TYPE OF WORK	ADDRESS OF PROPOSED SUBCONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1					
2					
3					
4					
5					
6					
7					
TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED					R

Bidders are requested to furnish certified copies of the proposed subcontractor's CK Certificate as well as certified copies of the owners' Identity Documents along with this bid.

SIGNED ON BEHALF OF BIDDER:

EXPERIENCE OF BIDDER

The following is a statement of work of a similar nature with municipalities successfully executed by myself/ourselves within the past 3 years:

MUNICIPALITIES' NAME, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE

A separate schedule, clearly referenced, may be inserted here.

Bidders must have specific experience and submit at least two recent references (in a form of written proof/(s) on municipalities' letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

SIGNATURE:
 (of person authorised to sign on behalf of the Bidder)

DATE:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);

- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member/person with management responsibility(close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(**Tick applicable box**)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the Accounting Officer/ Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 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:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

--

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> 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)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCOPE OF WORK

BID NUMBER: MPO/02/2024 INVITATION FOR SERVICES PROVIDERS TO PROVIDE SHORT-TERM INSURANCE COVER FOR A PERIOD OF THIRTY SIX (36) MONTHS

You are hereby invited to submit your tender in respect of our Insurance Portfolio and to do so on the following conditions:

1. Your tender must be submitted by not later than 12h00 10 May 2024. No tender received after this time will be considered.
2. Particulars of property, sums insured and limits of indemnity are based on the existing sums insured / limits.
3. If any limitations and/or uncommon conditions and exclusions are to be imposed, this must be stated very clearly in respect of each class of insurance of the policies.
4. Deductibles are to be shown clearly, otherwise the Municipality will assume that no deductible will apply and this may not be rectified afterwards.
5. Your tender is to be valid for 36 months and Insurers will undertake not to amend their terms.
6. For pricing purposes all items are to be covered using their "Replacement Value".
7. Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Mpozana Local Municipality, this could result in the entire contract being reviewed or cancelled at any time.
8. **Assets register to be emailed upon request.**

MANDATE

APPOINTMENT OF SHORT-TERM INSURANCE BROKER - SPECIAL CONDITIONS

1. Tenders may only be submitted on the official tender format.
2. Tenderer's proposals should be accompanied by a detailed summary of the salient features of your recommended insurance structure.
3. Support for the Tenderer's proposals should be evidenced by a signed participation confirmation from Insurers/Reinsurers who will support your recommended structure at the terms, conditions and exceptions proposed by yourselves.
4. All premiums are to be rounded off to the next full rand. Where extensions are granted free of charge, please state "free" in the premium column. Where a line of cover or an extension is not tendered for, please state "no tender" in the premium column. All premiums quoted are to INCLUDE VAT. Should a deposit premium apply, it must be shown and a full explanation must be given as to how the deposit premium will operate. Nevertheless only the 100% or maximum premiums must be shown in the summary page of insurance cost. How do you address declaration?
5. Tenderer's proposals should be accompanied by a detailed premium calculation for each class of insurance submitted (upon request).
6. The tenderer must disclose the insurer or consortium of insurers on each policy type as well as the type of policy wording as indicated in tender documents.
7. The Tenderer must indicate how many local authorities' insurance is at present being handled by the Organization and should cite a few examples with references of contact persons.
8. The Broker must indicate:
 - a) How many members of staff are in the Broker's employ countrywide?
 - b) How much experience do the members of your staff who will be dealing directly with the Council, have of handling the insurance of Local Authorities?
 - c) Which office will be handling the Council's portfolio?
9. Provide full details of your professional indemnity insurance arrangements.
 - Indemnification Limit – minimum R200m.
 - Excess
 - Insurers
 - Renewal Date
10. Brokers must provide proof off AIS registration.
11. Brokers must be SAFSIA members and proof must be supplied.

ADDITIONAL INFORMATION REQUIRED

1. SIMILAR PORTFOLIOS (LOCAL AUTHORITIES ONLY)

1.1 *If you are currently dealing with any similar portfolios, please provide full details, including names of contactable references*

<i>District / Local Municipality</i>	<i>Contact Person</i>	<i>Tel. No.</i>	<i>Fax</i>

1.2 *Please provide information of municipal claims in excess of R250 000 handled by you during the past 3 years. –*

2. USE OF OTHER BROKERS

Will you be making use of the services of other brokers or parties? If so whom, and what is your relationship?

3. PARTICULARS OF PROFESSIONAL INDEMNITY INSURANCE

Provide full details of your Professional Indemnity insurance arrangements. State limits any one occurrence and deductible.

4. FIDELITY GUARANTEE INSURANCE

Provide full details of your Fidelity Guarantee insurance arrangements.

5. INSURANCE MARKETS

- *Which markets do you have access to?*
- *Does your proposed market have experience with Local Authorities?*

6. MEMBERSHIP OF ASSOCIATION

Are you a member of SAFSIA or any other professional body?

7. EMPOWERMENT

7.1 BLACK EMPOWERMENT

Provide a statement on the tenderer's policy regarding empowerment of the previously

disadvantaged sector and of SME's. The tenderer must comply with the Employment Equity Act No. 55 of 1998.

7.2 **EQUAL OPPORTUNITIES**

Provide a statement on the tenderer's policy and intention regarding equal opportunities of employment.

8. **OPERATING COMPANY INFORMATION**

Indicate which company, division or branch will be responsible for the handling of our portfolio, if appointed.

9. **PORTFOLIO MANAGEMENT**

9.1 *Do you have a Loss Control Resource?
Is it in-house or external?*

9.2 *Do you have a Risk Finance Resource?
Is it in-house or external?*

Describe fully the services you are able to offer in the field of Risk Management, Risk Control and Risk Financing.

How would you apply your Resources to our benefit?

Name some Local Authorities where you are currently applying such services.

10. **CLAIMS HANDLING**

10.1 *Describe fully the services you are able to offer under this heading*

10.2 *If you consider it applicable, comment upon the role to be undertaken by the Municipality in connection with the review and settlement of claims.*

10.2 *Describe fully the service you are able to offer and your recommended method for self-insurance.*

11. **SERVICE AND REMUNERATION**

11.1 *Service
Provide full details of the services you propose providing and the extent of such services.*

11.2 *Provide a full service plan*

11.3 *Remuneration*

11.3.1 *Comment on your proposed basis of remuneration.*

11.3.2 *Provide details of services which are not expressly catered for in and the basis upon which you would require to be remunerated.*

11.3.3 *Provide basis of your annual remuneration*

4. EVALUATION CRITERIA

4.1 The 80/20 adjudication criteria will apply when this Bid is adjudicated, and points will be allocated as follows :-

Price:	80 Points
Preference Points:	20 Points
Total	100 Points

4.3 All bidders will be evaluated according to the following:

4.3.1 Phase 1: Administrative Compliance

A panel will evaluate all bids received on administrative compliance by checking the compulsory returnable documents as detailed in the diagram below. Failure to comply with the administrative required documents will render your bid non responsive, and will lead to disqualification.

4.3.2 Phase 2: Functionality

A panel will evaluate all bids received on the functionality criteria as reflected. The evaluation criteria will be used for the purpose of pre-qualifying the service provider so that they can be recommended for price and preference phase. All bidders who don't score a minimum of sixty (60%) on functionality will be considered as being non-responsive and they will be disqualified from being considered as valid bidders.

4.3.3 Phase 3: Preference and Price

The applicable formula 80/20 will be utilised to evaluate the bid for preference points and price. Eighty (80) points are allocated for price and twenty (20) points are allocated for preference points.

For purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.

EVALUATION SYSTEM DIAGRAM				
Item No.	Evaluation Criteria Items 80/20 Principle	Weight		
A	PHASE 1: Administrative Compliance:	Requirements		
	1. Compulsory Returnable Documents	1.1 Completed MBD Forms. 1.2 Valid Original Tax Clearance Certificate 1.3 Full Company Registration documents obtained from CIPRO/CIPC 1.4 Proof of registration from Central Supplier Database (CSD) 1.5 Brokers must be SAFSIA members and proof must be supplied. 1.6 Proof of Municipal rates and taxes. NB: Failure to comply with the administrative required documents will render your bid non responsive, and will lead to disqualification.		
B	PHASE 2: Functionality:	Requirements	Points	Points breakdown
	1. Capability:	Bidder must demonstrate experience in executing project of this nature. (Short-Term Insurance Cover) Bidder must have a minimum of 5 years' experience within the field of industry with qualified personnel Bidders must attach reference letters.	50	5 years = 50 4 years = 40 3 years = 30 2 years = 20 1 year = 10
	2. Service Offering:	Proposed project management approach /methodology	25	
		Ability of the bidder's infrastructure to handle and settle claims e.g. computer systems ,personnel, network offices etc.	25	
Total Functionality			100	
NB: Minimum 70% qualifications on functionality.				
C	PHASE 3: Price and Preference		Score	
	Price score		80	
	Specific Goals 20 Points:			
	• Race – 100% Black Owned (HDP)		10	
	• Gender – 100% Woman Owned (HDP)		05	
	• Disability (HDP)		05	
	Total score on preference and price		100	

5. BID SUBMISSION

- 5.1 Bidders will be permitted to submit bids by:
Post: PO Box 47, Mooi River, 3300 or Hand Delivered: 10 Claughton Terrace, Mooi River, 3300

5. CLOSING DATE AND TIME

- 5.1 Closing date for submission of bid documents is 10 May 2024.
5.2 Closing time: 12:00

6. VALIDITY OF BIDS

- 6.1 Bidders are required to submit bids valid for 120 days

7. DURATION OF CONTRACT

- 7.1 Duration of contract would be for a period of thirty six (36) months

8. BIDDING PROCESS

- 8.1 Bidders are requested to submit their bid documents in an envelope, marked clearly with Bid Number, Description, Name and Address of the Bidder.
8.2 The bidder must be responsible for inspection and quality assurance of all materials provided.

9. LATE BIDS

- 9.1 Bids received after the time stipulated will not be considered.

10. CLARIFICATION OR ALTERATIONS OF BIDS

- 10.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
10.2 Requests for clarification may be needed to evaluate bids and the bidder's responses should be made in writing.

11. COMPLETENESS OF DOCUMENTATION

- 11.1 It will be ascertained whether bids:
- a) Include original tax clearance certificates
 - b) Have been properly signed and completed
 - c) Are accompanied by the required securities/accreditations
 - d) Are substantially responsive to the bidding documents
 - e) Are generally in order.
- 11.2 If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.
11.3 The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.
- 12. REJECTION OF ALL BIDS**
- 12.1 Mpošana Municipality reserves the right to reject all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

13. ASSOCIATIONS BETWEEN CONSULTANTS

- 13.1 Consultants may associate with each other to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

14. GENERAL

- 14.1 The Mpošana Municipality reserves the right to award the bid
14.2 The Mpošana Municipality reserves the right to sign the SLA with the appointed service provider.
14.3 The Mpošana Municipality will not be held responsible for any costs incurred by the service providers in the preparation and submission of bid.

CONTRACT FOR APPOINTMENT AS SHORT-TERM INSURANCE BROKER

GENERAL CONDITIONS

1. DEFINITIONS

Unless indicated by the context or explicitly stated otherwise, the following expressions will have the following meanings:

◆ **Municipality**

Mpofana Local Municipality

◆ **Tender**

A proposal for the arrangement of short-term insurance for the Municipality at an agreed premium.

◆ **Tenderer**

Any person or persons or any Body, incorporated or otherwise, making an offer to arrange short-term insurance for the Municipality.

◆ **Contract Period**

This contract will be valid for a period of 36 months. An extended term may be negotiated.

2. The Municipality will have the right, without administration of justice and without prejudice to the rights of the Municipality, to summarily prosecute the tenderer for any damage suffered by the Municipality as a result of breach of contract by the tenderer or failure as stated and to terminate the contract without any compensation to the Tenderer in the following instances:

2.1 In the event of any breach of or failure by the Tenderer to comply with any of the provisions of this contract;

2.2 In the event of an order, provisional or final, for the sequestration of the estate of the tenderer or, if an application is made for such order or, if the tenderer should make an application for the surrender of his estate or, if he should enter into, make or execute, a deed of settlement for, or compound or otherwise agree to such surrender of his estate for the benefit of his creditors or proposes to do so or, where the tenderer is a company, make a decision or, where the court issues an order for the liquidation of such company; and

2.3 In the event of the tenderer or any person employed by the tenderer paying or offering to pay any amount of money by way of a commission or fee to any Municipality/or or person in the employ of the Municipality or giving or attempting to give to any such Municipality/or person any gift or compensation.

FAILURE TO PERFORM

1.1 If

(a) the tenderer should fail to arrange the short-term insurance with the insurer/consortium stated in the contract;

Or

(b) the Municipality should suffer damage as a result of the tenderer's failure to perform, it is agreed that the tenderer will pay to the Municipality the following amounts, in each case to

be determined by the Municipal Manager, as liquidated damages and not as a penalty:

i) in the event of (a) an amount equal to any additional costs over and above the tender price incurred by the Municipality to arrange the short-term insurance in terms of the contract in a manner deemed fit by the Municipality, together with all costs and expenses involved.

Or

ii) in the event of (b), an amount not exceeding the actual damage sustained by the Municipality.

3.2 The Municipal Manager will also determine the manner in which and the time when such payment of additional costs or damages are to be paid to the Municipality and the decision of the Municipal Manager will be binding in each case.

4. **CEDING OF CONTRACT**

4.1 The tenderer undertakes not to sub-contract or cede this contract, including any portion thereof or interest therein, unless written permission is granted by the Municipality and on such conditions as the Municipality may approve.

5. **ACCEPTANCE**

5.1 Written acceptance of this tender will make the contract binding on both parties.

5.2 This contract will be open for acceptance until 30 June 2018 and once submitted, the tenderer undertakes not to withdraw, derogate from or diminish his tender.

5.3 The Municipality is not committed to accept the lowest or any tender and reserves the right to accept any tender as a whole or in part.

6. **PREMIUM**

6.1 The premium stated will be the **inclusive of VAT** premium for a period of 36 months with effect from the start date of the contract.

7. **SUSPENSION OF TENDERERS**

The Municipality may refuse to receive or consider tenders from any tenderers who made unfounded allegations or comments against the Municipality, its committees, members or officials or whose conduct is deemed unsatisfactory otherwise for such period as the Municipality may deem fit.

8. **ADJUDICATION**

In accordance with this Tender Document, the following adjudication will apply:

Price:	80 Points
Preference Points:	20 Points
Total	100 Points

Mpofana Municipality Claim History

Claim Description	Risk Type	Date of Loss	Date Registered	Amount First Claimed
INSURED WAS HIT BY A TANKER TRUCK ON THE N3 NATIONAL ROAD BY MOOI RIVER	Motor - Fleet	11/08/2021	12/08/2021	25000
FIRE AT MAYOR'S OFFICE	Combined	24/04/2022	12/05/2022	200000
Insured advised that he hit a block of cement and drove into the cemetery wall.	Motor - Fleet	18/07/2021	25/07/2021	25000
the insured bumped third parties vehicle trying to avoid collision with it damaging the rear right lightINTERNAL: VFVR 16217.35	Motor Liability	20/02/2023	19/05/2023	15649.95
Insured rear ended TP vehicle	Motor Liability	20/02/2023	29/05/2023	18193.03
the insured bumped third parties vehicle trying to avoid collision with it damaging the rear right light	Motor - Fleet	20/02/2023	22/02/2023	25000
Storm damage to fence All Other Claims 5% minimum R10 000 of each and every gross claim	Combined	14/01/2024	26/01/2024	30000
				250 000.00

SECTION	2022-2023 SUM INSURED	2023-2024 SUM INSURED
Combined		
- Standard Constructed Buildings	R 60 116 759	R 66 128 435
- Other Property / Infrastructure	R 6 370 621	R 7 007 683
- Sub-station, Mini Substations, transformers and other electricity infrastructure	R 16 797 008	R 18 476 709
- Recreational Sporting/ Gym Equipment	R 695 100	R 764 610
- Non- Standard: Woza Woza Tourist Centre (with thatch buildings)	R 3 234 000	R 3 557 400
- Parkhomes	R 426 718	R 469 390
- All sewerage works, pump stations		R -
- Non Standard - Thatch		R -
- Non Standard - Thatch (Contents)		R -
- Private dwellings, residential units hostels, Flats	R 24 522 162	R 26 974 378
- Private dwellings, residential units & etc - (Contents)	R 1 000 000	R 1 100 000
- Capital Additions (15%)	R 15 700 489	R 17 270 538

Extensions

- Subsidence and Landslip	No	No
- Sum insured	R	R
- Motor Vehicles whilst parked at Insured	Yes	Yes
- Sum insured	R 1 000 000	R 1 000 000
-Theft of Immovable Property	R 70 000	R 1 000 000
- Malicious Damage	R 50 000	R 1 000 000
- Riot and Strike (other than RSA and Namibia)	Yes	Yes
- Leakage of oils, chemicals or other fluids	Yes	Yes
- Wash basins and Sanitary Ware	Yes	Yes
- Thatch structures unless specifically insured	R 100 000 Max Annual Limit	R 100 000 Max Annual Limit
- Reasonable Precautions	R 7 500	R 7 500
- Claims Preparation Costs	R 100 000	R 100 000
TOTAL BUILDING COMBINED	R 130 090 357	R 144 856 643

SECTION	2022-2023 SUM INSURED	2023-2024 SUM INSURED
Business Interruption	NOT REQUESTED	NOT REQUESTED
Indemnity period :		
- Income		
- Gross rentals		
- Increase in Cost of Working		
- Additional Increase in Cost of Working		
Extensions		
- Specified suppliers / sub-contractors		
- Sum insured		
- Unspecified suppliers / sub-contractors		
- Sum insured		
- Specified Customers		
- Sum insured		
- Public Utilities		
- Sum insured		
- Fines and Penalties		
- Claims Preparation Costs		
TOTAL BUSINESS INTERRUPTION		
Office Contents		
- Contents insured property	R 3 719 642	R 4 091 606
- Theft (forcible & violent entry)		
- Loss of Rent		
- Loss of Documents		
- Legal Liability (Documents)		
- Increase in Cost of Working		
Extensions		
- Subsidence and Landslip		
- Sum insured		
- Riot and Strike (other than RSA and Namibia)		
- Leakage of Oils, Chemicals or other fluids		
- Locks and Keys		
- Claims Preparation Costs		
TOTAL OFFICE CONTENTS		
Accounts Receivable	NOT INSURED	NOT INSURED
- Outstanding Debit Balances	R -	R -
- Limit	R	R
Extensions		
- Duplicate Records	Yes/No	Yes/No
- Protections	Yes/No	Yes/No
- Riot and Strike (other than RSA and Namibia)	Yes/No	Yes/No
- Claims Preparation Costs	R 100 000	R 100 000
TOTAL ACCOUNTS RECEIVABLE	R 100 000	R 100 000

SECTION	2022-2023 SUM INSURED		2023-2024 SUM INSURED	
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Business All Risks

- All other specified items (excluding Cellphones & Laptops)	R	1 890 064	R	2 079 070
- Laptops	R	1 129 300	R	1 242 230
- Firearms	R	297 489	R	327 238
- Mayoral Regalia	R	185 625	R	204 188
- Capital Additions (10%)	R	-	R	124 223

Extensions

- Increase in Cost of Working	No		No	
- Sum insured	R		R	
- Riot and Strike (other than RSA and Namibia)	Yes		Yes	
- Locks and Keys	R	7 500	R	7 500
- Claims Preparation Costs	R	100 000	R	100 000
TOTAL BUSINESS ALL RISKS	R	3 609 977	R	4 084 448

Theft

- First Loss Limit	R	70 000	R	70 000
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Extensions

- Property (Designed to in the open)	Included		Included	
- Full Theft Cover	R	-	R	-
- Malicious Damage	R	50 000	R	50 000
- Reasonable Precautions	R	10 000	R	10 000
- Locks and Keys				
- Claims Preparation Costs	R	100 000	R	100 000
TOTAL THEFT	R	230 000	R	230 000

Glass

- All fixed internal & external glass at the premises		NOT INSURED		NOT INSURED
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Extensions

- Riot and Strike (other than RSA and Namibia)	Yes		Yes	
- Claims Preparation Costs	R	-	R	-
TOTAL GLASS	R	-	R	-

Money

- Possession of Councillors/Employees away from insured premises on a business trip	R	5 000	R	5 000
- On the premises outside business hours in locked safe	R	5 000	R	5 000
- Loss of or damage to crossed cheques, money or postal	R	500 000	R	500 000
- Major limit	R	50 000	R	50 000
- Seasonal	R	-	R	-
- Receptacles as a result of theft of money or attempt	R	5 000	R	5 000

Extensions

- Locks and keys	R	7 500	R	7 500
- Credit cards	R		R	
- Personal Accident (Assault)				
Capital Sum	R	25 000	R	25 000
Weekly Amount	R	250	R	250
Medical Expenses	R	2 500	R	2 500
- Riot and Strike (other than RSA and Namibia)	yes		yes	
- Electronic Vending machines	R	250 000	R	250 000
- Claims Preparation Costs	R	100 000	R	100 000
TOTAL MONEY	R	950 250	R	950 250

SECTION	2022-2023 SUM INSURED	2023-2024 SUM INSURED
Fidelity Guarantee		
- Limit any one period	R 80 000	R 80 000
Extensions		
- Retroactive Cover	No	No
- Superseded Policy	Yes	Yes
- Reinstatement Amount	Yes	Yes
- Cost of Recovery	R 10 000	R 10 000
- Claims Preparation Costs	R 100 000	R 100 000
TOTAL FIDELITY GUARANTEE	R 190 000	R 190 000
Accidental Damage		
- Limit of Indemnity	R 100 000	R 100 000
Extensions		
- First Loss Average	No	No
- Excluded property (in addition to property excluded in policy)	No	No
- Claims Preparation Costs	R 100 000	R 100 000
TOTAL ACCIDENTAL DAMAGE	R 200 000	R 200 000
Goods in Transit		
	NOT INSURED	NOT INSURED
Extensions		
- Removal of Debris	R -	R -
- Fire, Explosion, Collision and overturning		
- Fire Extinguishing Expense	R -	R -
- Claims Preparation Costs	R -	R -
TOTAL GOODS IN TRANSIT	R -	R -
Group Personal Accident - 24 Hours		
- Councillors	9	10
- Officials		
- Temporary staff		
Benefits		
- Death	R 500 000	R 500 000
- Permanent Disability	% of Death benefit as specified for particular disability	% of Death benefit as specified for particular disability
- Temporary Total Disablement	R 1 000 per week max 104 we	R 1 000 per week max 104 we
- Medical expenses	R 20 000	R 20 000
- Additional death benefit	R 20 000	R 20 000
- Relocation	R 10 000	R 10 000
- Repatriation	R 10 000	R 10 000
- Mobility	R 10 000	R 10 000

SECTION	2022-2023 SUM INSURED	2023-2024 SUM INSURED
Extensions		
- War Risks		
- Claims Preparation Costs		
- Maximum Limit Any One Life		
- Maximum Limit Any One event (Accumulation Limit)		
TOTAL GROUP PERSONAL ACCIDENT		

Stated Benefits

- 24 Hours - Staff	R	57 260 600	R	61 842 000
- Business Hours Limitation				
- Business Hours Limitation plus Commuting Limitation				

- Death - Employees		3x Annual earnings		3x Annual earnings
- Permanent Disability		% of Death benefit as specified for particular disability		% of Death benefit as specified for particular disability
- Temporary Total Disablement		100% of average weekly earnings max 104 weeks		100% of average weekly earnings max 104 weeks
- Medical Expenses	R	20 000	R	20 000
- Additional death benefits	R	20 000	R	20 000
- Relocation	R	10 000	R	10 000
- Repatriation	R	10 000	R	10 000
- Mobility	R	10 000	R	10 000

Extensions

- War Risks	Yes		Yes	
- Claims Preparation Costs		R 100 000		R 100 000
- Maximum Limit Any One Life		R 2 000 000.00		R 2 000 000.00
- Maximum Limit Any One event (Accumulation Limit)		R 10 000 000.00		R 10 000 000.00
TOTAL STATED BENEFITS				

Electronic Equipment

- Specified Equipment Including Software, Servers, etc	R	4 875 150	R	5 362 665
- Laptops	R	1 129 300	R	1 242 230
- Capital Additions (10%)	R	-	R	268 133

Extensions

- Prevention of Access				
- Increase in Cost of Working				
- Reconstruction of Data				
- Incompatibility				
- Telkom access line				
- Utilities (Failure of supply)				
- Riot and Strike (other than RSA and Namibia)				
- Claims Preparation Costs				

TOTAL ELECTRONIC EQUIPMENT

Machinery Breakdown

NOT INSURED

NOT INSURED

- Expediting Costs				
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Extensions

- Stock Spoilage	R		R	
- Damage to Surrounding Property	R		R	
- Automatic Additions	R		R	
- Claims Preparation Costs	R	-	R	-
TOTAL MACHINERY BREAKDOWN	R	-	R	-

SECTION	2022-2023 SUM INSURED	2023-2024 SUM INSURED
Machinery Breakdown Interruption	NOT INSURED	NOT INSURED
- Gross revenue		
- (a) Income		
- (b)		
- Increase in Cost of Working		
- Additional Increase in Cost of Working		
Extensions		
- Claims Preparation Costs	R 100 000	R 100 000
TOTAL MACHINERY BREAKDOWN INTER.	R -	R -

Motorfleet Own Damage - value up to R500 000		
- Private type motor cars and Minibuses seating up to 16 persons	12	2
- Commercial vehicles		
LDVS	17	14
Trucks		
Fire Engines		
Ambulances		
Tractors	3	3
Emergency Vehicles/Buses		
Motor Cycles		
Trailers	0	0
Special type vehicles (roadmarking & construction vehicles, machinery, refuse removal, waste compactors etc)	1	1
High value vehicles (First R 500 000.00)	3	4
- Third party Fire and Theft		

13 now

Extensions		
- Wreckage removal		
- Fire extinguishing expenses		
- Medical expenses (per occupant)		
- Loss of keys		
- Conveyance of explosives		
- Theft or attempted theft of radios/sound equipment		
- Theft or attempted theft of telephones (excluding cellphones)		
- Claims preparation costs		
TOTAL MOTOR OWN DAMAGE	36	24

23 now

TOTAL ASSETS PREMIUM

SECTION	2022-2023 SUM INSURED	2023-2024 SUM INSURED
LIABILITIES		
Public Liability		
Standard sublimits - refer to MUM specification		
- Primary Policy Limit	R 2 000 000	R 2 000 000
- Umbrella Policy Limit	R 98 000 000	R 98 000 000
TOTAL Public Liability		
Sub-limits		
- Wrongful Arrest and defamation	R 2 250 000	R 2 250 000
- Errors & omissions	R 2 250 000	R 2 250 000
- Products liability and defective workmanship	R 2 250 000	R 2 250 000
- Pedal Cycles	Market value	Market value
- Legal Defense costs	R 2 250 000	R 2 250 000
- Professional Liability in respect of Medical Practitioners or other Medical officials	R 2 250 000	R 2 250 000
- Spread of fire	R 5 000 000	R 5 000 000
- Municipal Police liability	R 2 250 000	R 2 250 000
- Sub-limit use of firearms	R 250 000	R 250 000
- Sub-limit wrongful arrest & defamation	R 250 000	R 250 000
Employers Liability		
- Limit	R 1 000 000	R 1 000 000
TOTAL Employers Liability		
Motor Third party Liability		
- Limit	R 2 000 000	R 2 000 000
- Number of vehicles	36	36
TOTAL Motor Third Party Liability		
TOTAL LIABILITY PREMIUM		
GRAND TOTAL		
MOTOR OWN DAMAGE OVER R 500 000.00 (AURA)	<i>(Please complete High valued sheet which will automatically</i>	
TOTAL SUM INSURED IN EXCESS OF R 500 000.00	R 3 687 064	R 5 009 564
GRAND TOTAL		

24 now

