

BID NO.:COM40/2024

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

CLOSING DATE: 27 MAY 2024

COMPANY NAME: _____



INDEX	PAGE	
SECTION A		
Invitation to Bid		3-6
Preamble		7
Tender Information		9
Special conditions of the Bid		10 - 14
Mandate		15 - 16
Omissions and Variations		17 - 18
Declarations of Interest		19 - 20
Preferential Points		21 - 27
Declaration of Bidder's Past Supply Chain Management Practices		28 - 29
Certificate of Independent bid determination		30 - 31
Compulsory document Checklist		32 - 44
SECTION B:		
Scope of Work		46 - 53
Evaluation		54 - 55
Penalties		56 - 59
Schedule of Prices and Form of Offer		61 - 63
Form "N" – Rendering of Services (Part 1)		63
Form "N) – Rendering of Services (Part 2)		64
Annexures		67 - 72

<u>MBD 1</u>

PART A INVITATION TO BID										
YOU ARE HEREBY IN	VITED TO	BID FOR	REQUIREME				BOMBEL	.Α		
BID NUMBER:	COM40/	2024	CLOSING DATE		27 M	AY 2024		CLOSING	6	11H00
	APPOIN	TMENT O	F A SHORT-TE	ERM INSU			R FOR T		MBC	
DESCRIPTION THE SUCCESSFUL BI			= 36 MONTHS QUIRED TO F		ND S	IGN A WRIT	TEN CC	NTRACT F	ORM	I (MBD7).
BID RESPONSE DOC	BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 1 NEL ST MBOMBELA CIVIC									
CENTRE. SUPPLIER INFORMAT	ΓΙΟΝ									
NAME OF BIDDER										
5POSTAL ADDRESS										
STREET ADDRESS										
TELEPHONE NUMBER	र	CODE					NUMBE	R		
CELLPHONE NUMBER	२									
FACSIMILE NUMBER		CODE					NUMBE	R		
E-MAIL ADDRESS										
VAT REGISTRATION	NUMBER									
TAX COMPLIANCE ST	ATUS	TCS PIN:				OR	CSDN	lo:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		Yes No B-BBEE STATUS LEVEL SWORN AFFIDAVIT Yes								
[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 GOODS /SERVICES /WORKS OFFERED?					No		AR A FO BA SU FO GC /SE	E YOU REIGN SED PPLIER R THE ODS ERVICES ORKS FERED?		□Yes □No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED							-	TAL BID ICE		
SIGNATURE OF BIDD	ER						DA	TE		
CAPACITY UNDER WI THIS BID IS SIGNED	-									
BIDDING PROCEDU DIRECTED TO:	URE EI	ENQUIRIES MAY BE TECHNICAL INFORMATION MAY BE DIRECTED TO:					IRECTED TO:			
DEPARTMENT		SUPPLY MANAGE	-		DEF	PARTMENT		LEGAL SUPPO SERVI	ORT)
CONTACT PERSON		Nomsa N	ldukuva		col	NTACT PER	SON	Mojaki	Mosa	ala
TELEPHONE NUMBER	२	013 759 9				EPHONE N		013 75		

PART B TERMS AND CONDITIONS FOR BIDDING

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

DATE:

.....



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

Bids are hereby invited from registered Service Providers to be appointed to manage the Insurance Portfolio of the City of Mbombela for a period of three (3) years after signing of a contract.

It is compulsory that service providers download a copy of the bid document that will <u>ONLY</u> be available as from 26 April 2024 from e- Tender Publication Portal: <u>www.etenders.gov.za</u> and the City's website: <u>www.mbombela.gov.za</u>, free of charge.

Duly completed, and signed, bid documents, including the applicable supporting documents such as tax compliance status, together with the bid documents must be sealed in an envelope. The envelope should be clearly marked: "BID NO:COM40/2024, APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR THE CITY OF MBOMBELA FOR A PERIOD OF 36 MONTHS, CLOSING DATE 7 MAY 2024" With the name of the Broker and bidder featuring prominently. This envelope shall be placed in the bid tender box at the Nelspruit Civic Centre at 1 Nel Street, Mbombela before 11:00 on the closing date.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

There will be no compulsory briefing session. Technical enquiries may be directed to the Project Manager on the below contact details.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no. 5 of 2000, as Preferential Procurement Regulations, 2022 and as defined in the conditions of the bid document, read in conjunction with the Supply Chain Management Policy of the City of Mbombela. In terms of these documents 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Procurement Enquiries Technical Enquiries Email address Employer Nomsa Ndukuya (013) 759 9052 Mojaki Mosala (013) 759 9392 <u>mojaki.mosala@mbombela.gov.za</u> City Manager, Mr. Wiseman Khumalo City of Mbombela, PO BOX 45; MBOMBELA, 1200

VISIT OUR WEBSITE: www.mbombela.gov.za

:

:

:

÷

NB: the results of this bid will be published on council's website as prescribed on section 75(1) (g) of the MFMA and section 23(c) of the SCM Regulations.

7. CITY OF MBOMBELA (CoM) PROFILE

The City of Mbombela Local Municipality is a Category B municipality situated in the Mpumalanga Province and forms part of the Ehlanzeni District. It is one of the four municipalities in the district, making up almost a third of its geographical area. It was established by the amalgamation of the Mbombela and Umjindi Local Municipalities in August 2016.

Mbombela (previously Nelspruit) is the capital of the province. Mbombela is the Siswati word for 'a lot of people together in a small space'. The city serves as a gateway to some of the best eco- and adventure activities in Southern Africa and, with its moderate climate, becomes the preferred tourist destination all year round. Its subtropical fruits (like mangoes, avocados, oranges, lemons, litchis and bananas) are a huge drawcard for visitors, and during springtime the blossoms of orange trees can be smelt kilometres away.

For shopping enthusiasts, the city offers world-class shopping malls, casinos and entertainment venues with air-conditioning systems. This creates excellent opportunities for prospective investors and businesses to establish themselves in the area.

Area: 7 152km²

Cities/Towns: Umjindi, Emoyeni, Entokozweni, Hazyview, Kaapschehoop, Kabokweni, Kanyamazane, Luphisi, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Skukuza, Tekwane, White River

Main Economic Sectors: Finance and business services, manufacturing, government services, community services, trade, transport and communications, agriculture, construction, mining and tourism.

The current insurance programme of the CoM consists of a combined portfolio that incorporates all the disestablished councils and is being administered as a combined portfolio with various underlying excesses.

CoM invites proposals from Short Term Insurance Brokers that deem themselves qualified to arrange insurance for the identified risk and short-term insurance requirements of the city into the national and international insurance markets for the aforementioned period.

Enquiries must be directed Mr. Mojaki Mosala at Mojaki.Mosala@mbombela.gov.za

Insured	:	CITY OF MBOMBELA
Description of business	:	Local Government activities and provision of services to communities, local authorities, property owners, developers and any other activities undertaken by the insured.
Policy date	:	01 July 2024

Preamble

The City of Mbombela needs to secure the services of a South African Insurance Broker with experience, expertise and capacity to act as an Intermediary between the City of Mbombela and the Insurance market (i.e. insurers and other risk financing institutions).

The purpose of this tender is twofold:

SECTION A: APPOINTMENT OF A SHORT-TERM INSURANCE BROKER

- 1) To appoint a short-term insurance broker for a period of three (3) years to provide the following service:
 - a. Insurance brokerage services for the City of Mbombela's Assets
 - b. The services to be rendered as a Short-Term Insurance Broker over the three-year period should include general services related to the placement, maintenance and administration of the City of Mbombela's insurance and risk portfolio.

SECTION B: EXTENDED SERVICES OF APPOINTMENT: PLACEMENT OF CITY OF MBOMBELA'S INSURANCE PORTFOLIO WITH AN UNDERWRITER

- 2) On appointment of a short-term insurance broker, the Broker will be required to, within a period of seven (7) days:
 - a. Approach the insurance market and obtain quotations which will be presented to the City of Mbombela. These quotations would be for:
 - i. Insurance of the City of Mbombela's assets;
 - ii. Securing, not limited to: other short-term insurance coverage's such as Public Liability, Professional Indemnity (New), Building, Directors and Officers (New), General Liability, Event Liability, Personal injury (stated benefits), employment practice liability, business interruption cover, cyber cover (new), car hire cover, fleet cover, goods in transit cover, and any other emerging liability risks.

Once these quotations have been evaluated and adjudicated in terms of the City of Mbombela's Supply Chain Management Processes, the additional terms of appointment of the Short-Term Insurance Broker will be amended and issued.

SECTION A

APPOINTMENT OF A SHORT-TERM INSURANCE BROKER AS INTERMEDIARY FOR THE CITY OF MBOMBELA



You are hereby invited to submit your tender in respect of the rendering of comprehensive brokerage services for the City of Mbombela for a period of three (3) years, and to do so on the following conditions:

- 1. Your tender should be submitted to specifically meet the minimum Mandate and requirements as outlined in this tender specification document.
- 2. Tenders may only be submitted in the tender format provided. All prices must be clearly as well as be **VAT inclusive**.
- 3. The additional information required should be provided by completion and submission of the relevant pages in this tender document. Should the space allowed for this be insufficient, tenderers may add additional pages, with clear cross-references, as annexures to their tenders.
- 4. The successful tenderer will be required to render its services subject to the contractual requirements as stipulated and to enter into a Service Level Agreement with the City of Mbombela. A copy of the proposed draft service level agreement should be included for consideration covering at least the following items:
 - 4.1 Description of services, service standards, turnaround times etcetera.
 - 4.2 Query resolution process / escalation procedures.
 - 4.3 Proposed penalisation procedures.
 - 4.4 Warranties.
 - 4.5 Intellectual property rights.
 - 4.6 Safety and security.
 - 4.7 Customer service monitoring process, formal reviews, updates of Service Level Agreement.
 - 4.8 Conditions.

Special conditions of the Bid

1. Definitions

Unless otherwise indicated the following words shall bear the following meanings:

- 1.1 The "Municipality" shall mean the City of Mbombela.
- 1.2 The "tender or bid" shall mean a tender or bid for the provision of brokerage services for the stated period for the City of Mbombela at agreed fees, interest rates, terms and conditions.
- 1.3 The "tenderer or bidder" shall mean any duly registered brokerage service in terms of the Financial Advisory and Intermediary Services Act (FAIS), to provide required brokerage services to the City of Mbombela.
- 1.4 The "contract period" shall commence after signing of the Contract and will be subjected to performance and cost reviews.
- 1.5 "Insurance products and services" shall include all general and commercial underwriting services and products.

2. SUBMISSION OF TENDERS

Tenders should be in a sealed envelope and as per the instructions laid down on the bid advert. Failure to adhere to these conditions will lead to immediate disqualification. Tenders will be opened in public immediately after the advertised closing date and time.

3. ADJUDICATION OF TENDER

Bids are adjudicated in terms of the City of Mbombela's Supply chain Management Policy, and the following framework is provided as a guideline in this regard:

3.1 TECHNICAL ADJUDICATION AND MINIMUM REQUIREMENTS

Bids will be adjudicated in terms of inter alia:

- 3.1.1 Compliance with bid conditions
- 3.1.2 Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected.

3.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

- 3.1 Evaluation of the bid's position in terms of:
- 3.2 Previous and expected current annual turnover

3.3 Current contractual obligations

3.4 Capacity to execute the contract

3.5 STAFFING PROFILE

Evaluation of the bid's position in terms of:

- 3.5.1 Staff available for this contract being bid for.
- 3.5.2 Qualifications and experience of key staff to be utilized on this contract.

3.6 **PREVIOUS EXPERIENCE/CAPABILITY/COMPANY EXPERIENCE**

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

- 3.6.1 Experience in the relevant technical field.
- 3.6.2 Experience of contracts of similar size and period.
- 3.6.3 Some or all of the references will be contacted to obtain their input.

3.7 FINANCIAL ABILITY TO EXECUTE THE CONTRACT

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

- 3.7.1 Surety Proposed
- 3.7.2 Estimated cash flow

3.8 ADJUDICATION USING A POINTS SYSTEM

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goals calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provision of Section 2(f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

3.9 PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

3.10 EVALUATION ON FUNCTIONALITY

Evaluation on Functionality shall be in accordance with the City of Mbombela Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote / bid:

Evaluation criteria for measuring functionality

- 3.10.1 Weight of each criterion
- 3.10.2 Applicable values
- 3.10.3 Minimum qualifying score for functionality
- 3.10.4 Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- 3.10.5 Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.
- 3.10.6 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

4 **REMEDIES**

The City Manager must act in terms of Regulation 12 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 12 (1) which is outlined below;

(12)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

- (a) inform the tenderer; accordingly, and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- (2) After considering the representations referred to in sub regulation (1)(b), the organ of state may, if it concludes that such information is false-
 - (a) disqualify the tenderer or terminate the contract in whole or part, and
 - (b) if applicable, claim damages from the tenderer

5 COMPULSORY BRIEFING SESSION NONE

6 TAXES AND DUTIES PAYABLE

Bidders shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender.

7 WITHDRAWAL OF TENDER

In the event of the successful bidder failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Bidder shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favorable tender.

8 PERIOD OF VALIDITY OF TENDERS

The period of validity of tenders shall be **120** days as stated in the tender form and be calculated from the closing date for submission of tenders.

9 NOTICE TO BIDDERS

Should any additions or alterations to the document as issued to Bidders be deemed necessary prior to the date for submission of tenders, these will be issued to Bidders in the form of Notices to Bidders and will form part of the tender document.

The Notices to Bidders shall be completed where applicable by Bidders, signed, dated and returned with the tender documents.

10 **PRICES**

Bid prices will be regarded fixed and no additional cost will be added for a period of twelve months after signing of the SLA.

Bid prices must include Vat. (if applicable). Escalation of not more than annual CIPX will be added in the second and third anniversary of the project. All prices must be stated in S.A currency.

11 CESSION OF ASSIGNMENT

The bidder shall not cede or assign a contract for the required rendering of services or any benefit or interest therein or there under to third parties without having obtained written permission from the Council.

12 DELIVERABLES AND PENALTIES

The successful bidder will be expected to enter into a contract (SLA) where, amongst others, terms and conditions, delivery targets and penalties will apply.

13 RISK MANAGEMENT

The City of Mbombela has already implement the requirement for enterprise-wide risk management and the broker's ability to support this on-going project should be clearly described e.g. fraud prevention and early detection interventions systems.

14 FAILURE TO PERFORM

In the following instance that the Broker fails to perform-

(a) The **Broker fails to arrange for insurance underwriting services timeously** as stated in the proposal/contract/bid

Or

(b) City of Mbombela should suffer damage as a result of the Broker's failure to perform over the period of the appointment as required and reasonably expected,

It is then agreed that the Broker will pay to the City of Mbombela the following amounts, in each case to be determined by the City Manager of City of Mbombela, 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 City of Mbombela to arrange alternative brokerage/underwriting services in terms of the contract in a manner deemed fit by City of Mbombela, together with all related costs and expenses involved.

Or

- ii) In the event of (b), an amount not exceeding the actual damage and costs sustained by City of Mbombela.
- iii) The City Manager of the City of Mbombela will also determine the manner in which and the time when such payment of additional costs and or damages are to be paid to the City of Mbombela, and the decision of the City Manager will be final and binding in each case.

Mandate

Mandate to interested brokers to submit a tender to render short-term brokerage services to the City of Mbombela

- 1. The tender presentation must be in accordance with the minimum requirements as set out hereunder as well as in the tender document.
- 2. The tenderer may adopt any approach it deems appropriate to demonstrate the entities' ability to service the City of Mbombela to effectively manage its short-term brokerage requirements as well as place its insurance portfolio with an accredited insurer.

Tenders should be accompanied by a detailed summary of the salient features of the short-term brokerage services offered and to be implemented for the City of Mbombela should your brokerage be the successful Service provider.

This response would form part of the bidders Company Profile which should be attached to the Tender document.

- 3. The tenderer may approach and utilise any suitable support service providers to offer a comprehensive Insurance and risk service to the City of Mbombela.
- 4. If any limitations and/or uncommon conditions and exclusions are to be imposed, this should be stated.
- 5. An Insurance Brokers Service Plan and Benchmark with due dates will be provided and reviewed annually. This is to be agreed with CoM (City of Mbombela) Management.
- 6. All Claims will be administered in terms of mutually agreed to and approved policy wording.
- 7. Bidders must price as per the pricing schedule and must clearly indicate any deviation therefrom.
- 8. The Short-Term Insurance and Risk Services Provider insurance and related risk services online electronic system and data / information requirements. The Successful Broker Services related to Short-Term Insurance and Risk Services Provider:
 - a. Must possess and process insurance and related risk services utilising an electronic system and provide on-line system interfaced with the existing CoM network wherein the claims, aggregate and all reports will be produced.
 - b. On-line electronic system must keep the insurance and risk related data and information in terms of the National Archive Act (Act 43 of 1996)
 - c. On-line electronic system must keep and produce insurance and risk related data and information extracts according to the specified time parameters.
 - d. On-line electronic system must be able to produce insurance and risk profiling and projections / forecasting of scenarios on claims or risk profile of CoM.

- e. Must back-up insurance and risk related management data and information including reports and provide same to the CoM Management.
- f. Proof of claims system as operative upon appointment.
- 9. The successful bidder will be responsible to appoint as follows from their panel:
 - a. Instruct attorneys on matters that are above the insurance applicable excess
 - b. Assessors, loss adjusters, specialist investigators and other professionals
 - c. Salvage companies (Disposal of salvage)
 - d. Insurance Recovery Agents
 - e. Such appointments to be done only with the consent and agreement of CoM at rates negotiated and agreed with between the service provider, CoM and the appointed Insurance Broker.
- 10. Draft Service level agreement should be made available for consideration by the City of Mbombela.

Omissions and variations from City of Mbombela's specifications and requirements (To be completed by Tenderer)

Tenderers will be held responsible in accordance with City of Mbombela's specifications/requirements as presented in this tender document, except in the respect as stated hereunder. The output will be subject to rejection if it is found on delivery that it does not comply with City of Mbombela's specifications/requirements. Any deviation is subject to prior approval in writing by the duly authorized official of the City of Mbombela.

If the tenderer is in accordance with the City of Mbombela's specifications/requirements in all respects, the tenderer must state so here:

Omissions and (Continued)	variations	from	City	of	Mbombela	a's spe	cifications	and	requir	ements
Name of tendere	r:									
Signed at			on	this	the	day	of			2024.
Full names and	-				o also horized t		ns that	he/sh	ne is	duly
Witness 1										
Witness 2	2.									

Declaration of Interest

- 1. No bid will be accepted from persons in the service of the state. *
- 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 favoritism, 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/adjudication authority and/or take an oath declaring his/her interest.

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

3.1	Full Name:
3.2	Identity Number:
3.3	Company Registration Number:
3.4	Income Tax Reference Number:
3.5	VAT Registration Number:
3.6	Are you presently in the service of the state* YES NO
	3.6.1 If so, furnish particulars
*MS	CM 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) (c) (d)	a member of the board of directors of any municipal entity; an official of any municipality or municipal entity; 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) (f)	a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.
3.7	Have you been in the service of the state for the past twelve months?
	3.7.1 If so, furnish particulars
3.8	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?

|--|

	3.8.1	If so, furnish particulars			
3.9		u, aware of any relationship (family, friend, other) between service of the state and who may be involved with the eva bid?			
			YES	NO	
	3.9.1	If so, furnish particulars			
3.10		ly of the company's directors, managers, principle sharehol e of the state?	ders or stakeł	nolders	s in the
			YES	NO	
	3.10.1	If so, furnish particulars			
3.11		y spouse, child or parent of the company's directors, manag eholders in the service of the state?	jers, principle	shareh	olders
	3.11.1	If so, furnish particulars.	YES	NO	

I, THE UNDERSIGNED. 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
Position	Name of bidder

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

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

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

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

- a) The applicable preference point system for this tender is the 90/10 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	90
SPECIFIC GOALS	10
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

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

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:

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	I of 6 preference points shall be allocated on a proportional or p		
	prise owned by historically disadvantaged persons or individuals	who meet the fol	lowing
	rements -		I
1.	for 100% black person or people owned enterprise	1 point	
2.	for at least 30% woman or women shareholding or owned	1 point	
-	enterprise		
3.	For at least 30% youth shareholding or owned enterprise	1 point	
4.	for at least 30% people living with disability shareholding or owned enterprise	1 point	
	al of 4 preference points shall be allocated on a proportional or pl ammes for RDP -	ro rata basis for ir	nplementing of
5.	for enterprise regarded as EME located within the local area of jurisdiction.	1 point	
6.	for enterprise who will sub-contract minimum of 30% of the	1 point	
	contract value to EMEs in the ward or local communities	1	
	where the services to be rendered of works to be undertaken;		
7.	for Corporate Social Investment (CSI) or Social Labour Plan	3 points	
	proposition		
8.	for valid B-BBEE level 1 contribution (SANAS verified B-	1 point	
	BBEE certificate for generic enterprise, and for EME and		
	SME a sworn affidavit or CIPC issued certificate confirming		
	annual turnover and level of Black Ownership).		
	The City will utilize the CSD report for the above-men	tioned informat	on.

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiates must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Dertnership/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.

Si	GNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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?

VES	NO	
IES	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.
- 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?
- 3.1 If yes, furnish particulars

YES NO

.....

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 Date Position Name of Bidder

Declaration of Bidders past Supply Chain Management Practices

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

ltem	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's	Yes	No
	database as a company or person 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 <i>audi alteram partem</i> rule was applied).		
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)?	Yes	No
	(To access this Register enter the National Treasury's website, <u>www.treasury.gov.za</u> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).		
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
ltem	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No □
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

Certification

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

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

Signature	Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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: _____

(Name of Bidder)

- ____that:
- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorised 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

Compulsory Documentation Checklist of Documents Provided / Completed

1. Financial Services Board (FSB)	Comply	Not Comply
The short-term insurance broker must be a registered Financial Services Provider with the Financial Services Board (FSB) as per Financial Advisory and Intermediary Services Act 2002		
The bidder must attach a valid Registration License Certificate with FSB as per Financial Advisory and Intermediary Services Act 2002 (FAIS)		
All the above memberships must remain active throughout the contract period		
Substantiate/ Comment		

2. Membership Certifications	Comply	Not Comply
 The short-term insurance broker must be a registered member of the Institute of Risk Management South Africa (IRMSA), Insurance Institute of South Africa (IISA) Financial Intermediaries Association of South Africa (FIA) 		
The bidder must attach valid IRMSA, IISA and FIA Membership Certificates		
Substantiate/ Comment		

The bidder must provide documentary proof (e.g. letters/ certifications or contracts) from insurers/ re-insurers or underwriters confirming the nsurer's/underwriter's commitment to provide the required insurance for		
all classes of CoM's insurance portfolio.		
Please provide letters/ certifications as proof of support from insurers/ re-insurers or underwriters for all classes of insurance.		
Note: The CoM reserves the right to verify the Solvency Margins of he indicated insurers/ re-insurers or underwriters.		
Substantiate/ Comment		

4. Previous Company Experience

Evaluation Aspect	Minimum Requirements		
	Description	Evidence	
Relevant previous company Experience – completed projects	Provide proof of the ability to deal with large value claims.	Provide a list of the five (5) highest value claims in excess of R20million per claim administered with contactable details of the client.	
	Provide proof of ability to deal with a large volume of claims per annum (2000) or more.	Provide evidence of number of claims dealt with.	
	Provide proof of access to Lloyds and international markets.	Provide proof that the Service Provider has a relationship or access to the international markets such as Lloyds.	

NB! Failure to submit the above-mentioned documents will result in disqualification.

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting "user friendly" principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY		
			CHECKLIST	YES or NO or N/A	
1.	Company Registration Certificate	 a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010. 	Has the bidders attached a valid company registration document in line with the applicable legislation?		
2.	Company Profile	 a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, 	Has the bidder attached a company profile and its experience is relevant to add value on this project?		

		trustworthiness, products and services, and experience of your Company. It is basically a "CV for your Business/Company"	
3.	Certification of documents to be submitted together with the tender document. I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.	 a) The certification of documents must be done by a commissioner of oath as prescribed in the Justice of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations. b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or notary public (who are members of a recognized professional body), Actuaries or accountants (who are members of a recognized professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business. c) Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example: 	

		CERTIFIED TRUE COPY OF TH DOCUMENT. THERE ARE NO IN THE ORIGINAL DOCUMENT HA BY UNAUTHORISED PERSONS Designation (rank) 		
		······		
		Commissioner of Oaths		
		Signature Full NB: All certified copies must NOT		
		exceed three months and be originally certified.		
4.	Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.	 a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, 	Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?	
5.	Tax Compliant Status (TCS)	etc. a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended	

				should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).	
6.	Certified copy of B-BBEE Certificate / affidavit for B- BBEE status level of contributor (to claim points only).	a) b)	EMEs in terms of the B- BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate. Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B- BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS. A trust, consortium or joint venture will qualify	Is the copy B-BBEE Certificate valid? Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid? If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations? Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act? Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address. Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?	

		for points for their B- BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in access of R50 million including value added tax (VAT). <i>This is</i> <i>not a disqualifying factor, non-</i> <i>adherence will lead to no</i>		
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	 allocation of B-BBEE points. a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium. 	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B- BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	

9.	Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors OR Proof of resident from tribal authority for the business and all business directors OR Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority. NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.	b) c)	If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors. If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors. If the business and ALL its directors. If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and	Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners? In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate? Is the account not in areas for more than 90 days (3 months)?
	days will be disqualified as		for the business and ALL	
	•	c)	If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and	

	1
lessor's proof of	
residential from a tribal	
authority.	
NB: Domicilium citandi at	
executandi: Domicilium citandi et	
executandi is a Latin legal term	
meaning the address nominated	
by a bidder in a legal contract	
where legal notices may be sent.	
Bidders are encouraged to	
update their addresses when	
they relocate their businesses	
and the preferred address on the	
CSD should be in line with the	
address on the Company	
Registration Document. It is the	
responsibility of the bidder to	
ensure that all physical	
addresses reflected either on the	
company registration document	
and CSD are not owing any	
municipal rates and taxes for	
more than three months including	
the Lessor's municipal account in	
case of lease. The rationale	
behind this requirement is the	
enhance revenue in RSA	
municipalities as enshrined on	
the Municipal Systems Act 32,	
2000. Failure to attach is an	
immediate disqualification but	
failure to align addresses will not	
be a disqualifying factor, however	
all addresses reflected on the	
both the CSD and company	
registration document will be	
subjected to this requirement.	

10.	Forging of documents/certificates The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).	 Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: "any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official". Section 34(2) of the same Act stipulates that: "subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence". 	Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.	

11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	 a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary. If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution? 	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	 a) Applicable to private companies that are not managed by its owners, if: It compiles its financial statement internally and its public interest score is less than 100. It has its financial statements compiled independently and its public interest score is between 100 and 349. the public interest score is 350 points or more, is required for an audit to be conducted. Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification. 	
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must	 a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5? 	

	comply with the provision of the Act.	 issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so. 		
14.	Functionality / Quality for evaluation of complex projects	 a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc. NB: Functionality will not be compulsory for all projects. Functionality 	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?	

		criteria will vary from one project to another.		
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	

NAME OF BIDDING ENTITY

CITY OF MBOMBELA

CONTRACT NUMBER:

THE APPOINTMENT OF A SHORT-TERM INSURANCE BROKER FOR THE PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2026

SPECIFICATION:

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF REGULATION 27 OF THE COM SUPPLY CHAIN MANAGEMENT POLICY:

INDEX

SECTION B

PAGES

	TION B: EXTENDED SERVICES OF APPOINTMENT: INSURING CITY OF MBOMBELA'S INSURANCE PORTFOLIO WITH AN	
5.	RENDERING OF SERVICES PART 1 & 2	63 - 64
4.	SCHEDULE OF PRICES AND FORM OF OFFER	60 - 62
3.	PENALTIES	56 - 59
2.	EVALUATION	54 - 55
1.	SCOPE OF WORK	46 - 53

UNDERWRITER	65 – 66
Annexures	67 - 72

The Insurance Broking Services to be rendered by the service provider to City of Mbombela shall include the insurable interests of the City.

- 4.1 The Services to be rendered by the Service Provider are detailed below:
- 4.2 Insurance Placement and Annual Renewal

Discuss and agree on strategies and requirements with City of Mbombela for its insurance programme(s). As part of agreeing requirements, meet with the Risk Financing team to understand the key business and the key insurance risks and recommend insurance strategies to mitigate these risks, which shall include looking at alternative insurance vehicles such as Cell Captive models etc.

4.2.1 Proposal forms

With certain classes of insurance City of Mbombela will be required to complete proposal forms or questionnaires. The Service Provider will provide any advice and assistance which the City of Mbombela may reasonably require, although the Service Provider cannot complete or sign the forms on City of Mbombela's behalf.

- 4.2.2 Risk information
 - 4.2.2.1 City of Mbombela will be required annually to provide updated risk information with regard to the subject matter to be insured and claims information that will be used for the purposes of obtaining renewal terms from insurers and reinsurers. The Service Provider will provide advice on the nature of the information required.
 - 4.2.2.2 Upon receipt of information from City of Mbombela, the Service Provider will prepare and present the information to insurers. City of Mbombela reserves the right to view and vet all information before it is presented to insurers.
- 4.2.3 Provision of Insurance Premium Costing
 - 4.2.3.1 Negotiate with the insurance market for the most competitive terms, conditions and advantageous scope of cover consistent with City of Mbombela's requirements.
 - 4.2.3.2 Forward all communication between the Service Provider and Insurers and Re-insurers and all quotations received, to City of Mbombela regularly and timeously and in an unedited format.
 - 4.2.3.3 Provide a report detailing the results of negotiations with insurers and the Service Provider's recommendations.
 - 4.2.3.4 When providing a quotation for the placement of City of Mbombela's business, the Service Provider will ensure its accuracy and confirm to City of Mbombela in writing that the quotation is accurate.
- 4.2.4 Binding of Cover
 - a) Cover will only be placed upon specific instruction from City of Mbombela.
 - b) The Service Provider will inform City of Mbombela of the premium required by insurers and when payment is due.

4.2.5 Confirmation of cover

- 4.2.5.1 After the Service Provider has placed cover, it will confirm in writing the scope of cover, explain specific terms, conditions and exclusions which may apply and give City of Mbombela the names of the insurers with whom the insurance has been placed. Theses should be sent to City of Mbombela within 24Hours of inception of cover.
- 4.2.5.2 The Service Provider will send City of Mbombela signed Policy wording within 30 days of the inception of cover.
- 4.2.5.3 The Service Provider has the responsibility to check the accuracy of the policy wording issued by insurers and to ensure that the policy wording reflects that the Insurer will manage claims as per the SAIA code of conduct.
- 4.2.5.4 The Service Provider will align the Insurance Claims Standard Operating Procedure, which is in line with the Policy Wordings, within 60 days of City of Mbombela receiving the Policy Wordings.
- 4.2.5.5 The Service Provider will send City of Mbombela signed placing slips within 30 days of the inception of cover.
- 4.2.5.6 Issue Tax Invoices for payment of premiums to City of Mbombela.
- 4.2.5.7 Receive payment of premiums and pay premiums to insurers on behalf of City of Mbombela.
- 4.2.6 Insurance Placement and Annual Renewal Plan

The annual programme is a guideline of the timing during the year when certain activities take place. This is subject to change depending on CoM requirements.

November -

(a) Completion of budgets and renewal discussions for departments, budget for external premiums and budget for captives.

December

- (a) Commencement of forthcoming year's renewal strategy, identification of statistical renewal information,
- (b) Departmental interaction of anticipated renewal requirements and information.
- (c) Design of renewal questionnaire, determine information requirements for renewal brochure to underwriters.

January

(a) Renewal Strategy meetings with departments.

February

- (a) Combination of all departmental assets and vehicle schedules into Combined Insurance Renewal Schedule.
- (b) Claims performance review and market premium analysis.

March -

(a) Renewal strategy between Short Term Service Providers and CoM.

(b) Identification of surveys required to determine Maximum Potential Loss (MPL) and Estimated Maximum Loss (EML).

April

- (a) Finalization of MPL and EML Surveys.
- (b) Final broking document and placement strategy.

May

(a) Broking exercise to obtain quotations from insurers and re-insurers.

June

- (a) Presentation by Short Term Service Providers on quotations and alternatives for Insurance placement.
- (b) Presentation of recommended option to Council and placement of Insurance Portfolio.

July

- (a) Payment of placement invoices to insurers. (60 days payment terms).
- (b) Payment of premiums to underwriters in terms of the Short-term Insurance Act and in line with the applicable South African Revenue Services (SARS) guidelines.
- (c) Receipt of signed market wordings (policies).

August

- (a) Training of respective departments on new policy wordings and limits.
- (b) Present annual Service plan to City of Mbombela.

4.2.7 Claims Management and Administration Services

The Service Provider will provide a comprehensive outline of the claims management services for all City of Mbombela's outstanding, open, old claims as well as new claims, which in summary includes the receipt of claims from City of Mbombela and to manage these claims in terms of the agreed procedures from the reporting stage to finalization of the claims.

These would include the reporting of incidents to insurers, liaising with loss adjusters and attorneys.

The Service will include the management and administration of all claims, which fall under the various categories and classes of the insurance policies.

- (a) Claims, losses or any circumstances that could give rise to a claim, will be notified to the Service Provider as soon as possible.
- (b) The Service Provider will thereafter and within 48 Hours acknowledge receipt of the notification
- (c) COM shall immediately inform the Broker regarding the summons and instructions to be followed
- (d) Broker shall immediately and/or within 24 hours acknowledge the summons and execute the COM instruction
- (e) The Service Provider will keep City of Mbombela updated on the progress on the claim on a weekly basis and immediately of any special circumstances relating to that claim.

- (f) With respect to claims that are subject to review by a loss adjuster, the Service Provider will ensure that the report of the loss adjuster is finalized within 30 days of completing their site visit.
- (g) The Service Provider will monitor all claims being handled by the insurer and furnish feedback on such claims on a monthly basis.
- (h) The monthly reports from the Service Provider to City of Mbombela will include notification of follow up with the underwriters in respect of monies that are owing to City of Mbombela. It is noted that the collection of payments from overseas insurers may take longer particularly if cover has been placed in non-registered markets, however this process should be completed within one month of the local process.
- (i) The Service Provider undertakes to refund claims monies to City of Mbombela within 7 days of receipt thereof.
- (j) The Service Provider must conduct claim negotiations and secure interim payment settlements from insurers during the process of settling the claim. Where interim settlements have been negotiated with the insurers, the Service Provider will ensure that these interim settlements are paid to City of Mbombela within 30 days of receiving the documentation supporting the interim settlement.
- (k) An Agreement of Loss must be timeously submitted to a City of Mbombela as soon as the claim and the payment thereof has been accepted and approved by the underwriter within 48 hours of confirmation thereof.
- (I) Provide a motivation, based on substantive legal grounds, for all claims that were rejected by the insurance company. The municipality reserve the right to reconsider any opinion received, to refer it back to the Broker for another opinion or recommendation.
- (m) City of Mbombela must be advised of all claims in which payment is due from Insurers.
- (n) Payment by Insurers must be made to City of Mbombela.
- (o) Appoint a panel of general assessors to assist the relevant department with assessment of claims
- (p) Any claim that is rejected by the insurance company must be supported by a motivation by the Broker based on legal grounds. The City reserves the right to reconsider any opinion received, to refer it back to the broker for another opinion or recommendation.
- (q) Public Liability claims are dealt with on a claims-made basis, therefore any such claims received up to the expiration of the current contract/tender, will be dealt with by the current service provider Public Liability claims received on or after the commencement of this tender, will be dealt with the newly appointed service provider, even where the actual date of loss is before the commencement of this tender/contract.
- (r) The successful Service Provider will be liable for a penalty for each instance where it fails to provide the services as required.

4.2.8 Appointment of Motor Assessors

The Service Provider will appoint assessors as recommended by the Insurer within a reasonable time to investigate, evaluate, revise and recommend the quotations of any of vehicles involved in accidents or any other claim as required by the insurer and/or the municipality.

(a) The Service Provider will provide to the appointed assessor the available information, documentation, declared value of the vehicle and policy wording upon appointment.

- (b) The Service Provider will submit the assessors report and revised quotation within 5 (five) working days after the vehicle was assessed by the assessor to the CoM. The assessor must recommend that the vehicle be either repaired by the approved panel beater or written off as per the insurance policy wording.
- (c) The Service Provider must submit within 1 (one) working day after the assessor's report was received with the recommendation that the vehicle must be written off as per the insurance policy wording a formal letter requesting that the vehicle be deregistered by either the CoM or the lease company.
- (d) The Service Provider must assist the CoM with the obtaining of the original

deregistration certificate of the relevant authority at no additional cost to the CoM within 6 (six) months after the original deregistration certificate was requested from the CoM.

- (e) The Assessor must in all instances uplift or move the CoM's vehicle from the towage yard to the Municipal Stores to prevent storage fees.
- 4.2.9 Appointment of Loss Adjusters

The Service Provider will appoint loss adjuster as recommended by the Insurer within a reasonable time to investigate, evaluate, revise and recommend the quotations of damaged assets or any other claim as required by the insurer and/or the municipality.

- (a) The Service Provider will provide to the appointed loss adjuster the available Information, documentation, declared value of the Assets and policy wording upon appointment.
- (b) The Service Provider will submit the assessors report and revised after the vehicle was assessed by the assessor to the CoM.

4.2.10 Management of Recoveries

- (a) The Service Provider will appoint a recovery firm which specializes and manages the recovery of claims on behalf of City of Mbombela.
- (b) Recoveries shall include both motor and other assets claims.
- (c) Timeous collection of payments from third parties and repayment to City of Mbombela
- (d) Monthly reports which consist of the amount claimed, status and probability of success.

4.2.11 Salvage

The Service Provider will appoint a salvage dealer as recommended by the Insurer for the salvage of vehicles confirmed written off by the assessor.

The vehicle must be uplifted from the relevant premises of the City of Mbombela within 5 (five) working days after the claim was settled.

The Service Provider must hand to the savage dealer an instruction to uplift form to be handed to the employee at the Depot of the City of Ekurhuleni before the vehicle can be uplifted.

The vehicle must be sold by the salvage dealer within 60 days after the claim was settled.

The Service Provider must submit to the Insurance Division a sequence bordereau indicating the market value of the vehicle, the % of the market value for which the vehicle was sold by the salvage dealer, the towing cost to transport the vehicle from the premises of the City of Mbombela to the salvage dealer and the net amount paid to the City of Mbombela within 5 (five) working days after the vehicle was sold by the salvage dealer.

- 4.2.11 Training of staff and active skills transfer/capacity building
 - (a) Provide daily assistance with the administration of claims.
 - (b) Provide daily assistance with general enquiries regarding Insurance Policies Conditions and Wordings.
 - (c) Provide an annual training session within 30 (thirty) working days after the City of Mbombela Insurance Portfolio has been placed in the insurance market regarding the Insurance Policies Conditions and Wordings.
 - (d) Submit an Executive Summary of the Insurance Policies, Insurers, Insurance Policy numbers, excesses and exclusions within 14 (fourteen) working days after the City of Mbombela Insurance Portfolio has been placed in the insurance market.
 - (e) Provide training sessions as and when required on insurance related matters.
 - (f) Pre and Post Annual Insurance workshops.
 - (g) Provision of training to the Insurance Division regarding the Insurance Claims Management System
 - (h) Training will be provided at locations and dates requested by City of Mbombela.

(i)	Provision	of	training	on	insurance	indemnity	clauses
of	contracts/agre	eement	s with suppliers	/custon	ners/service pro	oviders etc.	

4.2.12 Electronic Claims Management System

The Service Provider should provide a user friendly electronic/web-based Claims Management System within 1 month of the inception date of the contract. The Service Provider would be expected to provide a sample of the claims management system. The System should have claims management functions for all the Insurance Policies with City of Mbombela's Insurance.

The System should have the following functions, features and capabilities:

- (a) Maintaining accurate statistics of all losses and provision of such statistics as in when required.
- (b) Aggregate calculations (Self Insured portion)
- (c) Draw ad hoc reports
- (d) Export of data to excess
- (e) Access financials
- (f) Provide claims reports (weekly, monthly quarterly etc.)
- (g) The system should have the ability to send email notification once a claim is lodged
- (h) The Service Provider may be required to use and administer the claims on the CoM Insurance Claims System and access will be granted accordingly to the end users.

4.2.13 Management Reporting

- (a) Provide a Weekly, Monthly and Quarterly Management Report
- (b) Weekly report must be submitted every Monday of claims history of the past week.
- (c) Monthly report must be submitted first week of the following month.
- (d) Quarterly report must be submitted the within the week of the month of the next Financial Quarter.

(e) The report must consist of the following: Per Motor and Non-Motor claim type, per insurance year, per department, per incident date, per reporting date, per peril, per claim type, /event per description of the incident, per place of incident, per claim cost, per employee involved in incident.

(f)The report should also be per number of claims administrated per employee in the Risk Financing Division to track the flow and identify bottlenecks and problem claims per employee.

- 4.2.4 Insurance Surveys
 - (a) The Service Provider will provide annual risk assessments and review of the Cities risk profile to ensure that the municipality has sufficient insurance coverage and that all risks are minimized.
 - i. The service outline must include, inter alia, the following services:
 - ii. Property loss fire risk surveys
 - iii. Annual evaluations of physical risk and risk control conditions at City of Mbombela's key locations.
 - iv. Collate information required for risks and identify and quantify MPL and EML scenarios.
 - v. Scoping of the risk exposure and advice on the best solution on each area.
 - vi. Advise on cost effective and efficient cover for such exposures.
 - vii. Ad-hoc asset and vehicle declarations
 - viii. Asset additions submitted to the insurer during the year must immediately be added to the insurance portfolio. The municipality will not be held accountable for uninsured assets/vehicle should the portfolio not be updated accordingly.
 - ix. The Service Provider must confirm in writing within 24 hours after the ad-hoc asset and/or vehicle declaration was received from CoM that the applicable insurance cover has been arranged.
 - x. The Service Provider to update the data base and indicate the additional premium as and when ad-hoc assets and/or vehicles have been declared and submit with the confirmation of insurance cover.
- 4.2.5 General advice and administration
 - (a) The Service Provider is expected to undertake the following services:
 - i. In respect of Insurance and Risk Management issues
 - ii. Advise on pure risk related standards and processes
 - iii. Review and advise on risk finance for generally uninsurable risks

(b) Perform benchmarking exercises against companies similar to City of Mbombela on cover, limits and

deductibles.

- i. Analysis of claims data and trends identifications
- ii. Providing advice and innovative solutions on insurance structures and programs

iii. Provide advice and guidance on Alternative Risk Transfer through insurance markets, captives and capital markets.

iv. Provision of advice on insurance indemnity clauses of contracts/agreements with suppliers/customers/service providers etc

v. In respect of Insurance Policies, the Service Provider will:

- i. At the conclusion of each renewal, meet with Legal and Support Services and present a summary of cover.
- ii. Provide on-going and specific advice as to the extent of policy coverage, highlighting the potential impact of, in particular, policy exclusions, coverage gaps, and claims triggers.
- iii. Act upon notifications of amendments required by City of Mbombela
- iv. Assist City of Mbombela to make the appropriate policy declarations to insurers.
- v. Ensure legal compliance with local insurance regulations and legislation.

vi. The Service Provider will provide to City of Mbombela:

- i. General insurance market advice including insurance market developments, topics of interest and, upon City of Mbombela's request, the Service Provider's view of the financial security and service standards of insurers underwriting City of Mbombela's insurance policies.
- ii. Draft minutes of all meetings attended with City of Mbombela and circulate the minutes within 3 [Three] working days of the relevant meeting.
- iii. Provide a schedule of insured, uninsured and uninsurable risks.
- iv. The Service Provider will attend the following meetings: mid-term and annual service reviews, monthly operational reviews, pre-renewal, post renewal and ad hoc meetings, monthly planned meetings and weekly claims monitoring meetings with Risk Financing Division.
- v. Mid-term amendments and Additional Services

If City of Mbombela requires any changes to its insurance(s), City of Mbombela will contact the Service Provider immediately, who will use its best efforts to obtain approval of changes.

2.EVALUATION CRITERIA

The functionality will be evaluated as follows:

CRITERIA	DESCRIPTION	SUB-	SCORE
 The bidder must have 3 years and above experience as an insurance broker in the Short-Term Insurance Industry dealing with Asset portfolios in excess of R500 million. The bidder must provide three (3) relevant contactable references accompanied by reference letters of similar work done in the past 5 (five) years. 	Years in the Field: 3 years = 3 points 4 years = 4 points 5 years = 5 points 6 years = 6 points 7 years = 7 points 8 years = 8 points 9 years = 9 points 10 years = 10 points	SCORE	10
Note – the CoM reserves the right to consider professional conduct and experiences it had with any bidder which rendered similar services to the CoM in the past 10 years as part of this requirement over and above the references put forward by the bidder in its response to this requirement. Please refer to Table (A) of this document for the format in which the required information must be provided.			
 Claims administration system (Claims procedures to be clearly documented) 	Effective and efficient administration of online claims system. Bidder to provide recommendation letters from the client (two points per letter).		10
experience) (a) The bidder should prove that	understanding of Short-term Insurance and application within the Insured's portfolio. The Broker should provide letters of recommendation		10
4. Public Sector Experience (The Bidders should prove their experience within the Public Sector by submitting appointment letters for contracts for a minimum of a 3-year period.)	Bidders should submit appointment letter based on similar services: 6-10 appointment letters = 3 points 11-15 appointment letters =5 points 16-20 appointment letters = 8 points 21-25 appointment letters = 15 points		15

 5. The bidder's proposed personnel must have relevant insurance skills, qualifications and experience. The bidders proposed team must be FAIS compliant. Please provide abridged CVs and valid proof of FAIS registration of the following 	 The bidder must: Provide a cv for the following personnel. Provide certified certificates of qualifications for these key positions. Fill in Annexure b. Key Acc Manager: B degree in Ins or Risk, FAIS cert, IISA/Risk Man member, CV 10 years exp. = 3 POINTS 	10
individuals: Key Account Manager: B degree in Insurance or Risk, FAIS Cert, IISA/Risk Manager member, CV 10	Snr U/w Manager. (x2): Finance B degree, Cert in short term NQF5, IISA Cert, FAIS Cert. CV 5 years exp. = 3 POINTS	
years exp. Snr Underwriting Manager (x2): Finance B degree, Certificate in short term NQF5, IISA Cert, FAIS Cert. CV 5 years exp.	Claims Manager (x1): B degree Insurance or Risk, FAIS Cert, CV 5 years exp. = 3 POINTS	
Claims Manager (x1): B degree Insurance or Risk, FAIS Cert, CV 5 years exp.	Claims Admin Officer (x5) Matric Certificate CV 3 years' experience in claims = 1 POINT NB: Failure to attach all of the above	
Claims Admin Officer (x5) Matric Certificate CV 3 years' experience in claims	will result to non-allocation of points. CoM has a large portfolio and requires both expertise and adequate staff structure.	
 The bidding entity must provide proof of placing public sector clients with portfolio value of R20 Billion or above. 	Bidders should submit confirmation from the client (two points per letter), at least 5 letters.	10
7. Professional Indemnity and Fidelity Guarantee	Although it is a mandatory requirement for R100 million cover, due to the extent of the portfolio, Bidders should submit proof of Professional Indemnity and Fidelity Guarantee of R300 million.	5
8. Financial Ability (Ability to Deliver) – previous annual turnover or any other proof of financial ability is limited to proof of financial ability from an accredited financial institution (registered in South Africa).	Previous three years annual turnover to prove financial ability from an accredited financial institution (registered in South Africa): A minimum of R500million revenue per annum should reflect to qualify.	10

3. PENALTIES

- 3.1 CoM shall penalize the Broker as follows where service level deliverables are not met
 - In respect of each deliverable as outlined in Insurance Brokers service plan and benchmarks by a percentage or an amount as reflected in penalty fees in (2) below. Should the Insurance Brokers fail to meet any deliverable by the due date the penalty as reflected in (2) below will become payable, unless the CoM has been advised, in writing, no less than 10 (ten) working days prior to the due date of any delay. Such delay must be ascribed to factors not within the reasonable control of the Insurance Broker and such delay must be accepted by the CoM in writing.

3.2 Penalty fees:

Key performance area	Deliverable	Penalty R / %
1.Take on of current unsettled insurance claims	1.Capture all unsettled claims on claims management system within 30 days of commencement of contract	R 50 000 once off and R 1000 per working day thereafter
	1.2 Determine any actions outstanding with relation to claims mentioned in point 1.1 above within two months of commencement of contract and initiate any actions necessary to settle these claims as per the actions indicated in points 5, 6 & 7 below within 10 working days from receipt of complete documentation.	R 500 per claim file
2. Post Renewal	2.1 Preparation and submission of insurance schedules within one month of receipt of policies and policy wording.	R 1000
	2.2 Preparation and submission of executive insurance summary within one calendar month of receipt of policies and policy wording.	R 5000
	2.3 Work shopping of executive insurance summary with CoM insurance and risk management officials to ensure proper understanding of policy wording, limits, excesses, categories and sections within portfolio within four months of award of bid	R 5000
	2.4 Review policy wording for any changes as well as adequacy and suggest changes where necessary within three months of award or renewal	R 2000
	2.5 Draft and supply policy wording in collaboration with CoM personnel for categories or sections within the CoM insurance portfolio, should the decision be made to totally self-insure such categories by not later than 30 Aug each year.	R 2000

 3. Claims management system 3.1 Provision/utilization of an online electronic claims management system accessible by both CoM staff and insurance claims management services provider for purposes of administering all insurance claims transactions between the CoM and the Insurance Brokers upon appointment. The system should have the following minimum requirements: the system should be web based the system should be windows compatible the system should be able to store documents in any of the windows formats the system should be fax and e-mail compatible the system should be able to generate reports and management information on an as and when required basis 	R 10000
---	---------

Key performance area	Deliverable	Penalty R / %
	3.2 Customization of claims management system on an as and when	
	required basis but by no later than 15 working days of receipt of	
	instruction unless otherwise agreed, to ensure:	
	- that the system complies with any changing of requirements	
	 that the system is compatible with CoMs financial system utilized 	
	at any period in time	
	- that the system is compatible with any other system utilized by	_
		R 5000
	3.3 Testing and commissioning of the system by not later than 31 Aug	
	each year or 15 working days of completion of enhancements,	
	whichever is applicable to ensure:	
	 compatibility with CoM hardware, IT infrastructure and or network minimum downtime 	
	- accessibility to the system by all CoM personnel authorized to	
	utilize the system	R 5000
	3.4 Training of CoM's claims technicians in using the system within two	
	calendar months of contract commencement or within one calendar	
	month in case of changes made to the system	R 2000
	3.5 Training of all other staff i.e. reporting modules etc within 10	
	<u> </u>	R 2000
	3.6 In house system support should be provided as and when required	
	but in any instance within 5 working days from receipt of instruction.	R 2000
	3.7 Liaison with CoM's Information Technology Division to ensure	
	technical compatibility, identification and correction of technical	
	conflicts as well as to synchronize hardware requirements within	
	two calendar months of appointment or within ten working days of changes or enhancements being done.	R 2000
 Liaison between the Insurance Brokers and CoM 	4.1 Attendance of ad-hoc claims management meetings as and when required with CoM.	R 1000 per meeting
	4.2 Attendance of monthly portfolio, loss control or risk management	
	meetings as and when required (to be facilitated by Account	
		R 1000 per meeting
	4.3 Provide expert insurance underwriting, risks financing or risk	
	management advice to the CoM upon request but in any instance	
		R 2000
5.Claims Management	5.1 Collection of claims related documentation as and when required or	
U U		R 500 per claim
	5.2 Capturing of claims-on-claims management system as and when	
		R 500 per claim

5.3 Reporting of claims to underwriters if applicable within three working days of receipt of claim	R 500 per claim
5.4 Appointment of Assessors/Loss Adjusters/Attorneys from approved panel within five working days after complete documentation is supplied	R 500 per claim
5.5 The authorization of repairs or replacements as per CoM supply chain management policies or policies prescribed by underwriters within five working days of receipt of complete documentation.	R 500 per claim
5.6 Authorization of repairs and replacements as per the policy wording within five working days of receipt of complete documentation.	R 500 per claim
5.7 Reconciliation of claims paid within five working days after each month end.	R 1000 per report
5.8 Submission of monthly report on claims statistics and payments within five working days after each month end.	R 1000 per report

Key performance area	Deliverable	Penalty R / %
	5.9 Follow up on outstanding claims. Proof of actions taken to be	
	submitted monthly.	R 500 per claim
	5.10 Report to CoM on claims statistics as and when required within	
	five working days but in any instance within five working days	
	following month end.	R 1000 per report
	5.11 Submission of claims analysis and age analysis reports within five	
	working days following month end.	R 1000 per report
	5.12 Liaison with CoM to solve any "problem" claims within ten working	
	days of establishing requirements to finalize claim.	R 500 per claim
	5.13 Finalization of claims within 4 months unless otherwise agreed	R 5000 per claim
6. Management of the	6.1 Noting of applicable claims against the aggregate within five working	
aggregate	days after receipt of claims paid notifications.	R 100 per claim
	6.2 Reporting of aggregate claims statistics to CoM and underwriter	
	within five working days following each month end.	R 1000 per report
	6.3 Auditing of aggregate and claims within the aggregate (at the	
	second week of the month in respect of the previous month)	R 1000
	6.4 Liaising with all relevant parties (CoM and underwriters) regarding	
	aggregate balance as and when required.	R 1000
	6.5 Reconciliation of aggregate balances on a monthly and annual	
	basis between CoM, Claims Management Services Provider and	5
	underwriters within 30 days after 30 June each year.	R 2000
	6.6 Provision of financial year end report on aggregate balances within	D 4000
	30 days after 30 June each year.	R 1000 per report
7. Recoveries from third	7.1 Identification of claims upon which recoveries can be made within	
parties responsible for	five working days of receipt of complete documentation.	R 500 per claim
losses to CoM of claims	7.2 Development of benchmarks and best practice models on how to	
falling within the aggregate.	deal with recoveries as and when required but to be reviewed at	D 1000
	least once per year	R 1000
	7.3 Implementation of recovery activities on all claims on a basis	
	agreed to with CoM within five working days of receipt of complete documentation.	R 500 per claim
	7.4 Monitoring and evaluation of recovery activities on a continuous	
	basis to ensure expenses related to recoveries are minimized but a complete report within ten working days following month end every	
	month.	R 1000 per report
	7.5 Monthly management reports and statistical reports on recoveries	
	effected but full report required within ten working days following	
	every month end.	R 1000 per report
	ovory month ond.	

8.Loss control		8.1 Identify loss problem and risk areas on all claims	R 500 per claim
and Risk	Management	8.2 Formulate proposals to remedy loss problem areas on all claims and report thereon monthly.	R 1000
		8.3 Assist in applying/introducing remedial measures where possible or instructed to do so.	R 1000
		8.4 Pro-active management of loss control and risk preventative measures as and when required.	R 1000 per report
		8.5 Develop, negotiate and implement loss control benchmarks for the management and measurement of loss control measures implemented on every monthly report.	R 1000 per report
		8.6 Reporting on achievement of benchmarks and actual results within ten working days following every month end.	R 1000 per report
9. Risk evalua	ation	9.1 Present CoM with methodology to be applied to undertake this evaluation process as and when instructed to do so.	R 1000

Key performance area	Deliverable	Penalty R / %
	 9.2 Complete uninsurable risk evaluation process within 15 working days of receipt of instruction. 9.3 Submit report with proposed remedial actions within 15 working 	R 1000
	days of receipt of instruction.	R 1000 per report
	9.4 Implementation of remedial actions within ten working days where applicable to service provider.	R 1000

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "K"

CITY OF MBOMBELA

CONTRACT NUMBER:

REQUEST FOR PROPOSALS FOR A SHORT-TERM INSURANCE BROKER FOR THE PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2026

SCHEDULE OF PRICES

PLEASE NOTE:

BROKING SERVICE FEES

- Prospective bidders' attention is drawn to the fact that this is a technical capabilities evaluation based on the Broking Service Fee.
- Cognizance should be taken that the appointed Short Term Insurance Broker will not be allowed to increase their fee in year 2 (two) and 3 (three) with more than the CPIX.

INSURANCE PREMIUM

- It will be required from the appointed Short Term Insurance Brokers to obtain insurance premium based on the Insurance Portfolio of the City of Mbombela in the local and/or international insurance market.
- Proposals made to the City of Mbombela should be based on the most cost- effective placement of the insurance portfolio in the insurance market, taking into consideration the financial risk exposure.
- Quotations received by the Insurance Broker from the insurance market must be made available to City of Mbombela for scrutiny and approval by the Head of Department (HOD).

FORM OF OFFER

<u>PERIOD 1</u>

FROM 01 JULY 2024 UNTIL 30 JUNE 2025(PRICING MUST BE FIXED FOR THIS PERIOD)

DESCRIPTION	FEES (VAT INCLUDED)
ANNUAL BROKER FEE	
ANNUAL BROKER FEE (IN WORDS)	

PERIOD 2

FROM 01 JULY 2025 UNTIL 30 JUNE 2026

DESCRIPTION	FEES (VAT INCLUDED)
ANNUAL BROKER FEE	
ANNUAL BROKER FEE (IN WORDS)	

PERIOD 3

FROM 01 JULY 2026 UNTIL 30 JUNE 2027

DESCRIPTION	FEES (VAT INCLUDED)
ANNUAL BROKER FEE	
ANNUAL BROKER FEE (IN WORDS)	

Signature of person authorized to sign bid documents

Name in block letters

Designation

Date

SUMMARY OF PRICING

TOTAL (VAT INCLUDED) PERIOD 01	
TOTAL (VAT INCLUDED) PERIOD 02	
TOTAL (VAT INCLUDED) PERIOD 03	
SUBTOTAL	
vat 15%	
TOTAL OF ALL THREE PERIODS (VAT INCLUDED)	

The price used for evaluation of tenders is the price inclusive of all applicable taxes. All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

Signature of person authorized to sign bid documents

Name in block letters

Designation

Date

FORM – "N"

CONTRACT FORM - RENDERING OF SERVICES

CITY OF MBOMBELA

CONTRACT NUMBER:

REQUEST FOR PROPOSALS FOR A SHORT-TERM INSURANCE BROKER FOR THE PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2026

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

THIS FORM MUST BE COMPLETED 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.

- 1. I hereby undertake to render services described in the attached bid documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COM during the validity period indicated and calculated from the closing date of the bid.
- 2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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 authorized to sign this contract.

NAME (PRINT)	WITNESS:
CAPACITY	1
SIGNATURE	DATE
NAME OF FIRM	
DATE	

FORM – "N"

CONTRACT FORM - RENDERING OF SERVICES

CITY OF MBOMBELA

CONTRACT NUMBER

REQUEST FOR PROPOSALS FROM A SHORT-TERM BROKER FOR THE PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2026

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE COMPLETED BY THE COM)

- 1. I..... in my capacity asaccept your bid under reference number......datedfor the rendering of services indicated hereunder and/or further specified in the annexure(s).
- 2. 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.
- 3. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE.....

OFFICIAL STAMP

WITNESS:
1
DATE

SECTION B

EXTENDED SERVICES OF APPOINTMENT: INSURING OF CITY OF MBOMBELA'S INSURANCE PORTFOLIO WITH AN UNDERWRITER

8. INSURANCE POLICY GENERAL INFORMATION

FULL DETAILS OF THE CITY OF MBOMBELA'S INSURANCE PORTFOLIO WILL BE GIVEN TO THE SUCCESSFUL BIDDER TO PLACE WITH A REGISTERED INSURER / UNDERWRITER.

THIS QUOTATION / PROPOSAL WILL INCLUDE BUT NOT BE LIMITED TO:

1. **Risk Financing**:

- a. Provide your proposed Risk Financing Philosophy indicating benefits to this synergy.
- b. Provide your proposed Risk Assessment Strategy by describing the strategy and plan of action based on the information provided.
- c. Provide advice in applying / introducing remedial measures to mitigate losses with regards to electrical infrastructure, water management and fleet management.
- d. Provide OHS (Occupational Health and Safety) assessments, in line with Short Term Insurance requirements.
- e. Provide expert advice on the optimization of the municipality's risk financing mechanisms
- f. Provide expert advice and source additional cover on an as and when required basis
- 2. Bidders should propose a strategy and structuring of the aggregate fund levels, stop losses and residual deductibles of the current Insurance Portfolio and plan of action based on the information provided should you be appointed.
- 3. The Insurance and Underwriting Detail must be evaluated and signed by the Insurance Brokers and any exclusion thereof must be indicated by the Insurance Brokers under the applicable category of insurance in the space provided for.
- 4. The Insurance and Underwriting Proposal and the identified exclusions will form the basis for the Underwriters Insurance Policy Wording.
- 5. CoM retains the right to accept any option contained in the bid document or part thereof. CoM further retains the right not to insure any of the categories in the document with any of the quoted insurers should it at its own discretion decide to self-insure such category.
- 6. Aggregate and Excess Funds will be retained and managed in-house by CoM and will not be paid over to the appointed insurers. Claims paid from the aggregate and excess funds will be made by CoM. Aggregate fund balances will be reconciled on a monthly basis between the CoM, the appointed Insurance Brokers and the appointed insurers where applicable.

ANNEXURES

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Previous Company Experience

Provide the following information on <u>relevant</u> previous experience

Give at least two (2) names and telephone numbers and e-mail address per reference.

Value					Reference				
Description(of work done)	(R, VAT excluded)	Start date	Duration	Completed date	Name (contact per	rson)	Organisation	Tel no	
					Email:				
					Email:				
					Email:				
					Email:				
					Email:				

Value		Reference						
Description (of work done)		Start date	Duration	Completed date	Name (contact per	rson)	Organisation	Tel no
					Email:			
					Email:			
					Email:			
					Email:			
					Email:			

	Value		Reference					
Description (of work done)		Start date	Duration	Completed date	Name (contact per	son)	Organisation	Tel no
					Email:	Email:		
					Email:			
					Email:			
					Email:			
					Email:			

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

TABLE B

Proposed Key Personnel

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

		NATIONALITY:	SUMMARY OF STAFFING PROFILE						
DESIGNATION	NAME & SURNAME		QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION			
Key Account Manager or Liaison Officer									
Senior Underwriting Manager									
Senior Underwriting Manager									
Claims Manager									
Claims Administration Officer									
Claims Administration Officer									

DESIGNATION		NATIONALITY:	SUMMARY OF STAFFING PROFILE					
	NAME & SURNAME		QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION		
Claims Administration Officer								
Claims Administration Officer								
Claims Administration Officer								