TENDER SBM 19/26/27

Munisipale Kantoor
Privaatsak X12
VREDENBURG, 7380
Tel. No.(022) 701-7113
Faks No.(022) 715-1304

SALDANHA BAAI BAY
MUNISIPALITEIT | MUNICIPALITY | uMASIPALA

Municipal Offices
Private Bag X12
VREDENBURG, 7380
Tel. No.(022) 701-7113
Fax No.(022) 715-1304

TENDER DOCUMENT

TENDER NUMBER	SBM 19/26/27
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SHORT TERM INSURANCE TO SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2027 TO 30 JUNE 2030.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	15 JANUARY 2027	**CLOSING TIME**	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

Initial_____

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Rosaire Farmer

Tel: 022 701 6945

Email: rosaire.farmer@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person : Zindzi Korasie

Tel: 022 701 7092

Email: zindzi.korasie@sbm.gov.za

Initial_____

INSTRUCTION: HANDLING OF TENDER DOCUMENT

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Tenders generated from e-Tender:

E-TENDER DECLARATION

It is compulsory to confirm "Yes" or "No" on all line items **Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bound securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

_____
SIGNATURE OF TENDERER

Initial_____

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document (attach to 20. Compulsory documents) as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT ☐ √

- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms.
- ☐ Certified copy of director/s municipal account/s.
- ☐ Registration with professional body (If applicable).
- ☐ Samples Provided (If applicable).
- ☐ All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- ☐ Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- ☐ Proof for claiming points for locality as required in MBD 6.1.
- ☐ Tax-compliant status on CSD.
- ☐ Audited Financial Statements or Management Accounts as per MBD 5.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: _____ Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION

1. ADVERTISEMENT

SALDANHABAAI MUNISIPALITEIT

TENDER NOMMER: SBM 19/26/27

TENDER BESKRYWING: AANSTELLING VAN 'N DIENSVERSKAFFER VIR KORT TERMYN VERSEKERING VIR SALDANHABAAI MUNISIPALITEIT VIR DIE PERIODE 01 JULIE 2027 TOT 30 JUNIE 2030.

Tender dokumente is beskikbaar om afgelaai te word vanaf die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. R. Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 30 November 2026.**

Indien tender dokumente verkry word, moet 'n nie-terugbetaalbare tender deposito van R306.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Me.C. Lubbe

E-pos: corrie.lubbe@sbm.gov.za

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word **voor 12H00 op Vrydag, 15 Januarie 2027** en moet in 'n geseëlde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

'n Verpligte inligtingsessie sal plaasvind in die Munisipale Raadsaal, geleë te Hoofstraat 12, Vredenburg op Donderdag, 10 December 2026 stiptelik om 10h00. **Geen grasie period word toegelaat.**

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R8/5-26, van 28 Mei 2026 sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H. Mettler
MUNISIPALE BESTUURDER
Saldanhabaai Munisipaliteit
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY

TENDER NUMBER: SBM 19/26/27

TENDER DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR SHORT TERM INSURANCE TO SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2027 TO 30 JUNE 2030.

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. R. Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 30 November 2026.**

If tender documents are collected, a non-refundable tender deposit of R306.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Ms. C. Lubbe

Email: corrie.lubbe@sbm.gov.za

Tenders must be placed in the tender box of the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday 15 January 2027,** in a sealed envelope where on the outside is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

A compulsory information session will take place at the Municipal Council Chamber, situated in 12 Main Road, Vredenburg on Thursday, 10 December 2026 promptly at 10h00. **No grace period will be allowed.**

The 80/20 preference point system as contained in the Preferential Procurement Policy, R8/5-26, of 28 May 2026 will be used in the adjudication of this tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

Initial_____

2. INSTRUCTION TO TENDERER

2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extends automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals are considered, if received.

2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made cash or payment into Saldanha Bay Municipality's bank account. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

2.6 Completion of Tender Documents

a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.

b) Tender documents may not be retyped.

Initial_____

c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

d) No unauthorized alteration or amendments of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.

g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

2.7.2 Municipal Rates, Taxes and Charges

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

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2.8 Authorized Signatory

a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

2.9 Site / Information Meetings

The Site (Information meeting) is compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

2.10 Submission of Tender

a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg, 7380 by not later than 12H00 on the specified closing date.

b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

2.11 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

2.12 Contact with Municipality after Tender Closure Date

a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.

b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.

c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.13 Opening, Recording and Publications of Tenders Received

a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names

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of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

2.14 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents and the 80/20 preference point system will be applied. Council reserves the right to make an award in whole, partly or to make no award.

2.15 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R8/5-26, of 28 May 2026, as well as the Municipality's Supply Chain Management Policy.

a) B-BBEE

i) Original or originally certified B-BBEE certificate or Affidavit.

b) Locality

i) Where the tenderer is the owner of the property:

ii) The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.

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- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

c) Where the tenderer is not the owner of the property:

i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the sole propriety is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
  - The ID numbers of both the owner of property and the sole propriety must be reflected on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
  - If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
  - The owner of the property must confirm the following:

Initial_____

- That the tenderer / supplier is conducting business from the said address as indicated in the bid documents.
- What are the conditions/agreement for conducting business from premises.
- For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
- The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:

i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.

ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

2.16 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an

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additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

2.17 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.18 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.19 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

2.20 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer, Tel: 022 701 6945 or email rosaire.farmer@sbm.gov.za. Enquiries regarding the specifications may be addressed to Corrie Lubbe, Tel no 022 701 7013 or email at corrie.lubbe@sbm.gov.za.

2.21 Submission of Invoices:

Invoices are to be either mailed or physically delivered to:

E-mail:	creditors@sbm.gov.za
Physical address:	Creditors Depart - 1st Floor, Beansa Building
	21 Main Road
	Vredenburg, 7380

Where the value of an intended contract will exceed R2 300 000 (R2.3 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered VAT vendors MUST bear the following information:

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- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company.

_____ _____

PRINT NAME SIGNATURE

_____

DATE

Initial_____

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)

3. MBD 1: INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY						
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS OF BUSINESS						
STREET ADDRESS OF BUSINESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN		**OR**	CSD No		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)			
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.						
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCYOR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF						
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)		**ARE YOU A FOREIGN BASED SUPPLIERS** FOR THE GOODS / SERVICES / WORKS OFFERED?		YES OR NO (If yes, answer 3)	
CRS no		TOTAL BID PRICE (Brought forward)			**R**	
SIGNATURE OF BIDDER			DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			**TECHNICAL INFORMATION MAY BE DIRECTED TO:**			
DEPARTMENT	Supply Chain Management		DEPARTMENT	AFS, Assets & Returns		
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	Corrie Lubbe		

Initial_____

TELEPHONE NUMBER	022 701 6945	TELEPHONE NUMBER	022 701 7013
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za	E-MAIL ADDRESS	corrie.lubbe@sbm.gov.za

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 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R8/5-26, OF 28 MAY 2026, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

☐ ☐

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES/NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES/NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES/NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES/NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES/NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTEDEITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

Initial_____

4. MBD 4: DECLARATION OF INTEREST

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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.													
3.	**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**													
3.1.	Full Name of bidder or his / her representative:													
3.2.	Identity number:													
3.3.	Position occupied in the Company (director, trustee, shareholder²)													
3.4.	Company Registration Number:													
3.5.	Tax Reference Number:													
3.6.	VAT Registration Number:													
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.													
3.8.	Are you presently in the service of the state*											**YES / NO**		
3.8.1.	If yes, furnish particulars.													
3.9.	Have you been in the service of the state for the past twelve months?											**YES / NO**		
3.9.1.	If so, furnish particulars.													
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?											**YES / NO**		

Initial_____

3.10.1.	If so, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**	
3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	**YES / NO**	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	**YES / NO**	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	**YES / NO**	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		

COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:

Full Name	**Identity Number**	**Individual Tax Number for each Director**	**State Employee Number**

Initial_____

CERTIFICATION			
I 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.			
NAME OF ENTERPRISE			
CAPACITY		**DATE**	
NAME (PRINT)		**SIGNATURE**	

[1]MSCM Regulations: "in the service of the state" means to be -

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

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

Initial_____

5. MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES 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.	
1.2	If no, submit management accounts for the business.	
2.	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars.	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES / NO
3.1	If yes, furnish particulars	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES / NO
4.1	If yes, furnish particulars	

Initial_____

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**	
POSITION		**NAME OF BIDDER**	

Initial_____

6. MBD 6.1: PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to bid:

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

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

a) Price; and
b) Specific Goals (B-BBEE status level contribution and Locality).

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

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 B-BBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

1.4.1 **B-BBEE**

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 **Locality**

1.4.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).

Initial_____

- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the sole propriety is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
  - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
  - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
  - The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
  - If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
  - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own

Initial_____

any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 1.4.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

1.5 The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** 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 bidding process or any other method envisaged in legislation;

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

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

(g) **"bid 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

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

Initial_____

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 $Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 $Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this bid:

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Initial_____

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 **LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2**

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm:_____

7.2 Company registration number:_____

7.3 VAT registration number:_____

7.4 Type of company / firm:

- □ Partnership / Joint Venture / Consortium
- □ One-person business / sole propriety
- □ Close Corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

Initial_____

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

_____

_____

_____

Registered municipal account number: _____

NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4 AND 5.2

7.6 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 bid, 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 5, 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 bidding 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 bidder 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.

……

Initial_____

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

Initial_____

7. MBD 8: BIDDER'S PAST PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b) been convicted for fraud or corruption during the past five years;

c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's 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 *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐

Initial_____

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:		
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 ☐
4.5.1	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 Tenderer

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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 ☐

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 11 Directors, a schedule with addresses must also be attached to the tender document.

Company Address: _____

_____

_____

_____

Director 1 Address:

Mr. / Mrs _____

_____

_____

_____

Director 2 Address:

Mr. / Mrs _____

_____

_____

_____

Director 3 Address:

Mr. / Mrs _____

_____

_____

_____

Director 4 Address:

Mr. / Mrs _____

_____

_____

_____

Director 5 Address:

Mr. / Mrs _____

_____

_____

_____

Director 6 Address:

Mr. / Mrs _____

_____

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_____

Director 7 Address:

Mr. / Mrs _____

_____

_____

_____

Director 8 Address:

Mr. / Mrs _____

_____

_____

_____

Director 9 Address:

Mr. / Mrs _____

_____

_____

Director 10 Address:

Mr. / Mrs _____

_____

_____

Director 11 Address:

Mr. / Mrs _____

_____

_____

Attach page if space insufficient.

Initial_____

8. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a) take all reasonable steps to prevent such abuse;

   b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

Initial_____

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   a) has been requested to submit a bid in response to this bid invitation;

   b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) geographical area where product or service will be rendered (market allocation)

   c) methods, factors or formulas used to calculate prices;

   d) the intention or decision to submit or not to submit, a bid;

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

10. 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.

Initial_____

11. 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.

12. 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.

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

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

[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.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Initial_____

9. CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 14(1) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr H. Siecker at 022 – 701 7070 (hein.siecker@sbm.gov.za).

CSD registration number (if registered): .....

Initial_____

10. EXPERIENCE OF THE TENDERER

The submission of references is a critical part of the tender process to demonstrate the tenderer's experience, reliability, and ability to meet the requirements of the project.

Tenderers should include proof of previous experience within the last 10 years for two short term insurance contracts within local government with contactable references that was successfully completed aligned with the Detailed Insurance Schedule.

Complete the below for at least 2 contracts and contactable references:

1. Schedule of work experience		
Employer	Client name	
	Contact number	
	Contact person	
	Email	
Contract period	From	
	To	
Value of work		
Nature of work		
2. Schedule of work experience		
Employer	Client name	
	Contact number	
	Contact person	
	Email	
Contract period	From	
	To	
Value of work		
Nature of work		
3. Schedule of work experience		
Employer	Client name	
	Contact number	
	Contact person	
	Email	
Contract period	From	
	To	
Value of work		
Nature of work		

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4. Schedule of work experience		
Employer	Client name	
	Contact number	
	Contact person	
	Email	
Contract period	From	
	To	
Value of work		
Nature of work		
5. Schedule of work experience		
Employer	Client name	
	Contact number	
	Contact person	
	Email	
Contract period	From	
	To	
Value of work		
Nature of work		

Tenderers may be required to provide additional details or clarification about the references upon request.

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PART C: CONDITIONS OF CONTRACT

11. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warrant obligations, unless otherwise specified in SCC.

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8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.

Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid.

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Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or

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performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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(i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction;

(iii) The period of restriction; and

(iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

23.7 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti- dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to

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perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent.

In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.

No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein;

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

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28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order.

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Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible impositio of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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12. SPECIAL CONDITIONS OF CONTRACT

1. The following clauses from the General Conditions of Contract (GCC) of National Treasury, 2010, are to be amended / removed:

Clause as per GCC	Clause as per SCC
7, 8, 9, 11, 12, 13.1 (a – e), 14, 15, 24, 33	Remove – not applicable
Clause 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.	Replace clause 1.24: "Services" means the services required for the provision of Short-Term Insurance Cover for Saldanha Bay Municipality as described in this tender document.
Clause 16 (Payment)	Rewrite clause 16.2 as follows 16.2 The supplier shall furnish the purchaser with an invoice or credit note accompanied with proof of cover and detail of the items insured for which the invoice or credit note were made out. Add clause 16.5 16.5 No advance payments will be made for any reason whatsoever. Invoices will be paid within thirty (30) days. Add clause 16.6 16.6 Any fees or remuneration are inclusive of Value Added Tax.

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Clause 17 (Prices) Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.	Replace clause 17 as follow: The premium for the 1st year (1 July 2027 to 30 June 2028) will be fixed as per the quoted values on the tender. The tariffs that this premium is based on will be used to calculate any additional cover that may be required during the 1st year. The Short-Term service provider will not be allowed to increase their insurance premium and brokers fee from year 2 and onwards with more than the yearly average CPI as on 30 April as per Statistics South Africa, unless substantiating proof from the quotations received from the insurers reflected a hardening insurance market or which is based on an adverse / increase on claims incidents / values. All increases should first be discussed with the Municipality before implementation of new premiums.

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13. AUTHORITY TO SIGN BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

Company (Pty) Ltd. & Ltd.	Please complete **section 1** below	
Close Corporation (CC)	Please complete **section 2** below	
Sole Proprietor	Please complete **section 3** below	
Partnership	Please complete **section 4** below	
Consortium, Club, Trust, etc.	Please complete **section 5** below	
Joint Venture	Please complete **section 6** below	

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

1.2.1. Majority directors; or
1.2.2. Chairman of the Board; or
1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY	
Date resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated authorised signatory	
Capacity	
Specimen signature	
Full name and surname of ALL director(s)	

Initial_____

Is a copy of the resolution attached?	**YES**		**NO**	

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

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2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION					
Date resolution was taken					
Resolution signed by (name and surname)					
Capacity					
Name and surname of delegated authorised signatory					
Capacity					
Specimen signature					
Full name and surname of ALL director(s) / member (s)					
Is a copy of the resolution attached?		**YES**		**NO**	
SIGNED ON BEHALF OF COMPANY / CC:		DATE:			
PRINT NAME:					
WITNESS 1:		WITNESS 2:			

Initial_____

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

OR

I, _____ , the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

Initial_____

4. PARTNERSHIP

We, the undersigned partners in the business trading as _____

_____hereby authorize Mr / Ms _____

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:			
Full name of partner			**Signature**
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

Initial_____

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms _____

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:			
Full Name of consortium member	**Role of consortium member**	**% Participation**	**Signature**
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

Initial_____

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the municipality shall hold liable for the purpose of the tender)			
Name of firm			
Address			
		Tel. No.	
Signature		Designation	
2. 2nd PARTNER			
Name of firm			
Address			
		Tel. No.	
Signature		Designation	
3. 3rd PARTNER			
Name of firm			
Address:			
		Tel. No.	
Signature		Designation	
4. 4th PARTNER			
Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

Initial_____

14. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES (MBD7)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution) …….. in accordance with the requirements and specifications stipulated in bid number **SBM 19/26/27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid
   - Tax clearance certificate
   - Pricing schedule(s)
   - Technical Specification(s)
   - Preference claims in terms of the Preferential Procurement Policy adopted by Council, R8/5-26 of 28 May 2026;
   - Declaration of interest
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……..

CAPACITY ……

SIGNATURE ……..

NAME OF FIRM ……

DATE ……..

WITNESSES

1. ……..

2. ……..

DATE: ……..

Initial_____

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I ……. in my capacity as ……..

   accept your bid under reference number **SBM 19/26/27** dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	**PRICE (VAT INCL)**	**BRAND**	**DELIVERY PERIOD**	**POINTS CLAIMED FOR HDI'S (B-BBEE)**	**POINTS CLAIMED FOR RDP GOALS (Locality)**

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	**PRICE (VAT INCL)**	**COMPLETION DATE**	**POINTS CLAIMED FOR HDI'S (B-BBEE)**	**POINTS CLAIMED FOR RDP GOALS (Locality)**

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……

NAME (PRINT) ……..

SIGNATURE ……

WITNESSES

1. ……

2. ……

DATE ……..……

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PART D: SPECIFICATIONS & PRICING

15. SPECIFICATIONS

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SHORT-TERM INSURANCE TO SALDANHA BAY MUNICIPALITY FOR THE PERIOD 1 JULY 2027 TO 30 JUNE 2030.

BASIS FOR TENDERING

The Saldanha Bay Municipality hereby invites tenders from reputable short-term Insurance Intermediaries, who are members of the Financial Intermediaries Association (F.I.A) and who comply with the Financial Advisory and Intermediary Services (F.A.I.S) Act, for the Management of the Short-Term Insurance Portfolio of the municipality.

It will also be required from the selected Short-Term insurance service provider to manage the Insurance Portfolio of the Saldanha Bay Municipality in the local and/or international insurance market in accordance with specific criteria. The emphasis will be on technical offers made to the Saldanha Bay Municipality on the most cost-effective placement of the insurance portfolio in the insurance market, taking into consideration the mitigation of business risks and financial risk exposures. It will be required from the selected Short-Term insurance service provider to obtain quotations from the insurance market which shall remain valid.

PERIOD OF TENDER

The tender will call technical and performance specifications of a Short-Term insurance service provider for the period 1 July 2027 to 30 June 2030.

PRICING INSTRUCTIONS

1. **Section 1 - Premium** quoted for the year 2027/28 will be accepted as fixed on the schedules provided (Invoice for the first year should equal the quoted amount for **Year 1**; Additional assets to be insured will be provided and a separate invoice to be issued based on the rates provided in this quote);

2. **Section 2 – Excess** – The Bidder should complete the full table by supplying the minimum amount payable on the hypothetical claims provided under each section. These values should be supported by an excess structure that will be applicable for the period 1 July 2027 to 30 June 2030.

3. Cognisance should be taken that the appointed Short-Term insurance service provider will not be allowed to increase their insurance premiums, excesses and brokers fee from year 2 (two) and onwards with more than the **yearly average CPI** as on 30 April of each year, unless substantiating proof from the quotations received from the insurers reflected a hardening insurance market or which is based on an adverse/increase on claims incidents/values. All increases should first be discussed with the Municipality before implementation of new premiums.

4. In the event of organic growth of the portfolio including but not limited to inflationary increase of the sums insured and inclusion of additional cover and services the afore

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going rule limiting the premium growth to CPI shall not apply. Quotations received by Short Term insurance service provider from the insurers must annually with renewal be made available to the Saldanha Bay Municipality for **scrutiny and approval by the Chief Financial Officer**.

5. All premiums are to be **rounded off** to the next full rand.

6. Where premium column is **Zero (R0.00)** cover will be assumed **free of charge**.

7. Where a line of cover or an extension is not tendered for, please state "**no tender**" in the premium column.

8. All premiums quoted are to **INCLUDE VAT**.

9. **No deposit premiums** to apply. Nevertheless, only the 100% or maximum premiums must be shown in the summary page of insurance cost. If your policy is subject to declarations, please advise how it would affect the premium.

10. All values to be quoted **in Rand**;

OTHER INSTRUCTIONS/CONDITIONS

1. Tenderers may approach all Insurers complying with the relevant **statutory solvency and other requirements**.

2. Tenderers' offers should be accompanied by a detailed summary of the salient features of your **recommended insurance structure**.

3. Support for the tenderers' offers should be evidenced by a signed participation **confirmation letter from Insurers/Re-insurers** who will support your recommended structure at the terms, conditions and exceptions proposed by yourselves.

4. Tenderers' offers should be accompanied by a **detailed premium calculation for each class of insurance** submitted.

5. The tender **must disclose the insurer or consortium of insurers** on each policy type as well as the type of policy wording as indicated in the tender documents.

6. Particulars of property, sums insured and limits of indemnity are based on the **existing sums insured** / limits. However, the Council reserves the right to adjust details, if necessary, at the final placement of the insurance, as well as during the period of the contract.

7. **Policy wordings that are tailor made** for local authorities with wider cover would be an advantage.

8. If any **limitations and/or uncommon conditions and exclusions** are to be imposed, this must be stated very clearly in respect of each class of insurance of the policies.

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9. **Deductibles are to be shown clearly**, otherwise the Council will assume that no deductible will apply and this may not be rectified afterwards.

10. Tenders will be evaluated according to the Pricing Schedule **Grand Totals** in this document.

11. Premiums on the pricing schedule should be calculated in accordance with the insured values provided. Tenderers should **not in any way adjust these values**.

12. Premiums should be recalculated in order to accommodate for the **excess amounts that is fixed on the schedules** provided

13. Tenderer should include proof of previous experience within the last 10 years for two short term insurance contracts within local government with contactable references.

14. Tenders only from companies who can attest to and provide the following will be considered:-

    a) South African based Insurance service provider and/or Broking organisation;

    b) Provision of latest full sets of **audited financial statements for the past 3 years** or since date of establishment if less than 3 years;

    c) **Resources** – details of full-time employees being account directors, technicians, broking and other staff that may be utilized on this account, based in South Africa, and provide a list with their qualifications (In other words, a company profile should be provided)

    d) **FSCA** (Financial Sector Conduct Authority)

    e) **FIA** (Financial Intermediaries Association)

15. **Failure to comply** with the above requirements may render the Tender invalid at the option of the Council.

SARS REQUIREMENTS

In terms of Binding General Ruling 14 issued by SARS, it is compulsory that the policy document contain the following information which must form part of the insurance contract

The Commissioner directs, in terms of sections 20(7) and 21(5), that the short-term insurer does not have to issue a tax invoice, credit or debit note, as the case may be, in respect of the supply of short-term insurance subject to the condition that the policy documents –

i. contain the short-term insurer's and insured's name, address and VAT registration number (the insured's VAT registration where applicable) and the policy number;

ii. stipulate the premium amount, indicating either the value of the supply, amount of tax charged and the consideration for the supply, or where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply, the consideration and either the amount of tax charged, or a statement that it includes a charge in respect of tax and the rate at which the tax was charged;

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iii. contain a statement confirming the Commissioner's direction in terms of section 20(7) or 21(5), as the case may be; and

iv. contain a statement informing the insured (being a vendor seeking to deduct the VAT paid as input tax) that for purposes of deducting input tax, the insured must be in possession of the policy document together with proof that the premium has been paid (for example, bank statements).

SERVICES TO BE RENDERED

The services to be rendered as a Short-Term insurance service provider over the 3-year period should include general services related to the placement, maintenance and administration of the insurance portfolio. A Service Plan should be drawn annually with inception of a new insurance period detailing the actions to be taken in accordance with the Annual Placement Programme as well as an Annual Maintenance Programme for claims administration. The Portfolio Service and Maintenance Plan should reflect at least the following general insurance actions:

1. Internal and external discussions to set renewal and maintenance strategy;
2. Internal Strategy meetings;
3. Review existing cover;
4. Established uninsured risks and internal self-insurance capacity;
5. Review cover, limits and sums insured;
6. Review uninsured risks and exposure;
7. Re-broking and market exercise to obtain renewal terms;
8. Alignment of Insurance and Risk Management Philosophy;
9. Pre-renewal meeting to discuss excess structures and alternatives of renewal;
10. Renewal follow-up on alternative quotations;
11. Presentation of renewal terms and recommended options;
12. Confirmation of placement and 100% cover;
13. Confirmation of credit rating of insurance and re-insurance markets;
14. Premium allocations on recommended aggregates and service fees;
15. Compilation of detailed insurance procedural manual as well as full summary on cover, limits, conditions and exclusions;
16. Check and provide issued policy as well as legal confirmation of statutory compliance;
17. Ad hoc adjustments and endorsements on sums insured and declarations to insurers/re-insurers;
18. Day-to-day correspondence and queries;
19. Monitor premium payments and refunds in accordance with accounts and statements;

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20. Determining and providing guidance on policy as well as legal confirmation of statutory compliance;
21. Ad hoc training where required on insurance related matters, including keeping staff of the insurance section of Saldanha Bay Municipality up to date with the latest amendments to legislation on Insurance.

SERVICES IN TERMS OF CLAIMS ADMINISTRATION

1. Administration of claims reported to the insurance service provider.

The insurance service provider will acknowledge receipt of claims forms and confirm all claims in writing to the client in 7 (seven) days after receipt of the notification of the incident.

a) If the claim is accepted by the Insurer an Agreement of Loss will be generated and forwarded to the Insurance Section of the client within 7 (seven) days after receipt of all the applicable documentation and claim has been accepted by the Insurer.

b) In cases where no Agreement of Loss is applicable, final invoice will be submitted by the client in reasonable time.

c) The insurance service provider will assist the Insurance Section with the administration of claims to finalise all outstanding claims i.e. obtaining of reports, invoices, quotations etc.

d) The insurance service provider will provide statistics on all claims/ declarations made per month not later than the 2nd working day of the following month to the Insurance Section.

e) The Procedural Manual to be provided to the municipality as stipulated under heading "Services to be Rendered" should include procedures relating to windscreen claims separately. This procedure should be streamlined by means of reporting to a call-centre or via e-mail and municipality should be able to send the vehicle for repairs to an approved service provider within 3 days of the claim being reported.

2. Scheduling and coordinating of claims meetings.

- The insurance service provider will schedule and coordinate a quarterly claims meeting and meetings when required (ad-hoc) by the Insurance Section of the Saldanha Bay Municipality.
- The purpose of the meeting will be to discuss all claims as per the applicable Insurance Policies reported by the Insurance Section to the insurance service provider and to monitor the progress of all claims reported to and authorised by the insurance service provider.

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CLAIMS HISTORY – SALDANHA BAY MUNICIPALITY

1 July 2023 to 30 June 2024						
Cover	**No of claims**	**Original Estimate**	**Final claimed amount**	**Excess paid by SBM**	**Total paid by Insurer**	**Not yet Finalised**
Business All Risk	10	264 346.94	279 397.42	36 909.02	242 488.40	0.00
Electronic Equipment	2	18 550.00	19 293.77	5 000.00	14 294.77	0.00
Material Damage	9	2 638 601.36	2 399 546.16	731 046.10	1 668 500.06	0.00
Motor Commercial	29	2 221 720.25	1 368 097.21	265 573.43	1 102 523.78	0.00
Office Contents	2	28 896.00	30 096.00	10 000.00	20 096.00	0.00
Public Liability	2	0.00	3 150 000.00	0.00	0.00	3 150 000.00
Theft	1	277 347.70	277 347.70	27 734.77	249 612.93	0.00
Total	**55**	**5 449 462.25**	**7 523 778.26**	**1 076 263.32**	**3 297 514.94**	**3 150 000.00**

1 July 2024 to 30 June 2025						
Cover	**No of claims**	**Original Estimate**	**Final claimed amount**	**Excess paid by SBM**	**Total paid by Insurer**	**Not yet Finalised**
Business All Risk	9	200 491.00	183 812.68	24 895.50	161 917.18	0.00
Material Damage	2	116 542.56	127 460.21	50 000.00	77 460.21	0.00
Motor Commercial	19	718 972.87	924 231.53	118 975.66	805 255.87	0.00
Public Liability	2	0.00	222 075.34	100 000.00	122 075.34	0.00
Total	**32**	**1 036 006.43**	**1 460 579.76**	**293 871.16**	**1 166 708.60**	**0.00**

1 July 2025 to 30 June 2026						
Cover	**No of claims**	**Original Estimate**	**Final claimed amount**	**Excess paid by SBM**	**Total paid by Insurer**	**Not yet Finalised**
Business All Risk	8	151 152.00	127 383.88	19 170.00	108 213.88	0.00
Electronic Equipment	2	10 023.07	11 954.39	5 000.00	6 954.39	0.00
Material Damage	1	4 168 140.00	1 403 670.00	500 000.00	903 670.00	0.00
Motor Commercial	31	1 133 580.27	1 171 739.37	223 986.00	650 154.87	297 598.50
Public Liability	2	0.00	304 240.00	50 000.00	54 240.00	200 000.00
Total	**44**	**5 462 895.34**	**3 018 987.64**	**798 156.00**	**1 723 233.14**	**497 598.50**

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DETAILED SPECIFICATION COMPLIANCY STATEMENT

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder must ensure that the following checklist is completed, conditions must be adhered to, the necessary documentation is attached to this bid document and that all declarations are signed, otherwise the tender will be non-responsive.

*** Mark with "X" where applicable**

Items to be checked	Yes	No	Comments
1. Tenderer should include proof of previous experience within the last **10 years for two short term insurance contracts** within local government with contactable references.			
2. Do you have Professional Indemnity cover to the value of R50 million? **(Provide a valid certified copy of your Professional Indemnity Cover)**			
3. Do you have Fidelity Guarantee cover to the value of R50 million? **(Provide a valid certified copy of your Fidelity Guarantee Cover)**			
4. Proof of Membership – FSCA (Financial Sector Conduct Authority) **(Certified proof must be attached)**			
5. Proof of Membership – FIA (Financial Intermediaries Association) **(Certified proof must be attached)**			
6. **Is the Excess Structure** applicable for the period 1 July 2027 to 30 June 2030 included in the documentation			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …….

CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

…… **……**
Signature **Date**

…… **……**
Position **Name of Bidder**

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16. PRICE SCHEDULE

a) Premium quoted for the year 2027/2028 will be accepted as fixed on the schedules provided (Invoice for the first year should equal the quoted amount for Year 1. Additional assets to be insured will be provided in a separate invoice to be issued based on the rates provided in this quote);
b) All values to be quoted in Rand;
c) Excesses to be quoted as per hypothetical claimed amounts provided and supported by a complete excess structure applicable for the period 1 July 2027 to 30 June 2030.
d) Both Section 1 and Section 2 will be considered when tender is evaluated;
e) Where a line of cover or an extension is not tendered for, please state "no tender" in the premium column;
f) Where a line of cover or an extension is tendered for at no cost, please indicate premium as R0.00;
g) Failure to quote or a blank space on sub-items 1 to 22 below will lead to non-responsiveness/disqualification;
h) Failure to quote or a blank space on all sub-items on Section 2 will lead to non-responsiveness/disqualification;
i) If Brokerage fee/commission is included in the premium prices on sub-items 1 to 22 below, indicate "not applicable";
j) No additional notes should be made on the pricing schedules

SECTION 1 Insurance Premium quotation for period 1 July 2027 to 30 June 2030		
Policy Section	**Total Sum Insured (As per schedules)**	**Total Premium (Including VAT) Year 1**
1 Combined	3 692 825 920.78	
2 Office Contents	104 919 547.98	
3 Business All Risk	122 454 591.00	
4 Theft	720 000.00	
5 Glass	300 000.00	
6 Money	1 173 500.00	
7 Fidelity Guarantee	5 150 000.00	

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SECTION 1 **Insurance Premium quotation for period 1 July 2027 to 30 June 2030**		
Policy Section	**Total Sum Insured (As per schedules)**	**Total Premium (Including VAT) Year 1**
8 Goods In Transit	510 000.00	
9 Group Personal Accident	12 000 000.00	
10 Electronic Equipment	74 887 908.03	
11 Motorfleet Own Damage (vehicles with value less than R500 000)	112 951 502.72	
12 Motorfleet Own Damage (vehicles with value in excess of R500 000)	113 276 469.62	
13 Public Liability	100 000 000.00	
14 Employers Liability	2 000 000.00	
15 Directors and Officers Liability	2 000 000.00	
16 Motor Third Party Liability	2 000 000.00	
17 HIV Cover	700 000.00	
18 SASRIA (Motor & Non-Motor) Premium on SASRIA cover for items 1 to 17 above	(As per insured items)	
19 SASRIA (Additional extensions)	3 600 000.00	
20 SASRIA (Additional Councillors – Motor & Non-Motor)	10 514 517.00	
21 Brokerage Fee / Commission (if applicable)		
22 Rebate (if applicable) – This amount is fixed and will remain unchanged for year 2 and year 3)		
Total - Section 1 (Items 1-22 – Nett Total contract price)		

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SECTION 2 **Insurance Excesses**			
(**Important:** The hypothetical claims in Section 2 below for each category is only used for evaluation purposes of excess amounts tendered and is no indication of possible claims. Prospective bidders must therefore apply the excess amounts included in their tender to the hypothetical claims which will then form part of the pricing schedule for evaluation purposes only. The total of Section 2 will not form part of the contract price.)			
Section		**Hypothetical Claim value**	**Minimum Excess payable (R)**
Combined	Lighting/Power surge damage	7 500.00	
	All Transformers/Electrical/Reticulation claims	150 000.00	
	All Other Claims	500 000.00	
	Storm/Flood damage	500 000.00	
	Malicious Damage to Property	100 000.00	
	Parked vehicles	100 000.00	
	Traffic signs, lights, parking meters and lamp posts	50 000.00	
	Unoccupied buildings	500 000.00	
Houseowners		150 000.00	
Office Contents		10 000.00	
Business All Risk	All items as per schedule	40 000.00	
	Cellphones	3 000.00	
	Laptops	25 000.00	
Glass		2 500.00	
Theft	Consequential loss following theft	5 000.00	
	Theft of cables and electrical conductors	150 000.00	
	All Other Claims	5 000.00	
Money	Loss or damage to money as a result of dishonest employee/councillor	150 000.00	
	All Other Claims	2 500.00	
Fidelity Guarantee		150 000.00	
Goods in Transit		100 000.00	
Accidental Damage		2 500.00	
Electronic Equipment	Reconstruction of Data	2 500.00	
	Lighting/Power surge damage	5 000.000	

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	Laptops	25 000.00	
	Any other loss	25 000.00	
Liabilities	Potholes (Damage to third party vehicles)	20 000.00	
	Motor Third Party liability	3 000.00	
	All Claims (Other than potholes and motor third party liability claims)	10 000.00	
Motor Fleet	Private type vehicles, LDV's	20 000.00	
	Commercial Trucks	60 000.00	
	Special Type	60 000.00	
	Motor Cycle	15 000.00	
	Fire Engines	60 000.00	
	Trailers, Lawnmowers, Implements etc.	25 000.00	
	Windscreens (iro Private & LDV's)	5 000.00	
	Windscreens (iro Trucks, Special Types & all other)	20 000.00	
	Theft / Hijack	200 000.00	
	Motor Third Party Damage	300 000.00	
Total – Section 2			

Pricing Schedule (Grand Totals)	
Add both Section 1 totals and Section 2 totals to obtain Grand Total	
Total – Section 1 (Year 1 Premium)	
Total – Section 2 (Excesses for hypothetical claims)	
Grand Total (for evaluation purposes)	

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DETAIL OF PRICING SCHEDULES			
ASSETS			
Section		**Sum Insured**	**Additional Contingencies**
1 Combined	All Sewerage works and pump stations	320 781 269.16	Insured Against : Fire & Explosion, Lighting, Collision, Storm, Malicious Damage, Earthquakes, Tsunami's, Hurricanes plus other related dangers (Damage to buildings, structures including outbuildings, landlord's fixtures and fittings therein and thereon, walls, gates, posts, fences belonging thereto and All Contents contained in any building, structure or erection, including underground fuel storage tanks and their contents, public supply connections, sewerage works, reservoirs, electricity networks and purification plants.
	All water purification works and pump stations	127 766 823.70	
	Bore hole 1-4	8 186 931.11	
	Chlorination Building	2 088 543.01	
	Containers	930 821.00	
	Fencing	1 215 035.00	
	Genset @ Main 160kva Marelli MJB315	1 301 706.00	
	High Mast Lights	439 575.00	
	Bore holes Langebaan Aquifer boreholes 5-14	14 976 937.12	
	Bore holes Langebaan Aquifer R45 Chlorine Building 2	2 540 187.06	
	Meters / Power Points / Temporary Power Points	49 074 617.81	
	Non-standard Buildings - Wooden Structure Clubhouse & Wendy houses	512 707.38	
	Non-standard Buildings	38 178 161.04	
	All other buildings - Fingertech system	2 925 186.00	
	Property in the Open	16 424 633.43	
	Refuse Holders	255 370.00	
	Reservoirs, Telemetry, Radio Repeaters, Chlorinators, Other	1 177 255 646.80	
	Security Kiosks	544 245.32	
	Splash Park Complex	16 087 087.58	
	Sport Stadiums (Spraylights, Highmast Lightning, etc)	61 878 668.50	
	Standard Constructed Buildings	987 427 721.89	
	Stock in Trade	32 051 976.27	
	Sub-stations, mini sub-stations, transformers, contents, etc	653 931 163.35	

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Section		Sum Insured	Additional Contingencies
1 Combined (continue)	Tanks	379 153.00	Homeowners 1, 2 & 3: Damage to private houses, residential units, hostels and flats including all domestic outbuildings, swimming pools, water pumping equipment, tennis courts, satellite dishes and fixtures and fittings therein, thereto and thereon, gates, walls and fencing
	Temporary Toilets	8 074 814.00	
	Traffic lights	16 403 752.00	
	Weighbridges	43 891 143.16	
	Homeowners 1	8 663 803.51	
	Homeowners 2	11 237 523.47	
	Homeowners 3	44 902 024.27	
	Generators (Fixed)	40 238 663.85	
	Extensions		
	- Subsidence and Landslip	1 000 000.00	
	- Motor Vehicles whilst parked at Insured	1 000 000.00	
	- Malicious Damage caused by theft	150 000.00	
	- Leakage of oils, chemicals or other fluids	Yes	
	- Wash basins and Sanitary Ware	Yes	
	- Reasonable Precautions	10 000.00	
	- Claims Preparation Costs	100 000.00	
	Total Combined	3 692 825 920.78	
2 Office Contents	Office Contents insured property (Standard Constructed Buildings)	69 859 698.65	Office Contents of Standard Constructed Buildings
	Theft (forcible & violent entry) @ 25% included	17 464 924.66	
	Loss of Rent @ 25% of the sums insured	17 464 924.66	
	Extensions		
	- Subsidence and Landslip	25 000.00	
	- Locks and Keys	5 000.00	
	- Claims Preparation Costs	100 000.00	
	Total Office Contents	104 919 547.98	
3 Business All Risk	All other specified items (excluding Cellphones & Laptops)	75 207 978.99	

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Section		Sum Insured	Additional Contingencies
3 Business All Risk (continues)	Specialised Equipment	-	Property of the Insured for which they are responsible, whilst anywhere in the world. Insured against Fire & Explosion, malicious damage, theft, accidental cover plus other related dangers) (Should include cover for locks & Keys to the value of R10 000)
	Laptops and Portable Equipment	15 899 042.13	
	Tablets	844 409.68	
	Digital Cameras	264 503.97	
	Projectors	635 635.15	
	Standard Bank Debit/Credit Card machines	238 854.00	
	Non Self-propelled Equipment	16 202 518.75	
	Lawnmowers (less than R80 000)	945 421.20	
	Cellphones and Modems	38 183.32	
	Communication system	12 018 043.82	
	Extensions		
	- Increase in Cost of Working	Yes	
	- Sum insured	50 000.00	
	- Riot and Strike (other than RSA and Namibia)	No	
	- Locks and Keys	10 000.00	
	- Claims Preparation Costs	100 000.00	
	Total All Risk	122 454 591.00	
4 Theft	Theft		Theft must be accompanied by forcible and violent entry. Theft by Employees excluded. Includes property in the open within fenced premises. All contents in any building or structure owned by Saldanha Bay Municipality
	- First Loss Limit	500 000.00	
	Extensions		
	- Property in the open	Included	
	- Malicious Damage	100 000.00	
	- Reasonable Precautions	10 000.00	
	- Locks and Keys	10 000.00	
	- Claims Preparation Costs	100 000.00	
	Total Theft	720 000.00	
5 Glass	- All fixed internal & external glass at the premises	200 000.00	

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Section		Sum Insured	Additional Contingencies
	Extensions		Internal and External glass including mirrors, sign writing, and treatment thereon being the property of the Insured or for which they are responsible
	- Riot and Strike (other than RSA and Namibia)	No	
	- Claims Preparation Costs	100 000.00	
	Total Glass	300 000.00	
6 Money	- Belongings of Councillors/Employees away from insured premises on a business trip	5 000.00	Includes Loss or damage to money arising from dishonesty of Councillors or employees. Loss or money due to violence and money in transit
	- On the premises outside business hours in locked safe	5 000.00	
	- Loss of or damage to crossed cheques, money or postal	500 000.00	
	- Major limit	500 000.00	
	- Private electricity vendors	8 000.00	
	- Receptacles as a result of theft of money or attempt	10 000.00	
	Extensions: - Locks and keys	10 000.00	
	Capital Sum	25 000.00	
	Weekly Amount	500.00	
	Medical Expenses	10 000.00	
	- Claims Preparation Costs	100 000.00	
	Total Money	1 173 500.00	
7 Fidelity Guarantee	- Limit any one period	5 000 000.00	Loss of money and/or other property stolen by insured employee and/or direct financial loss sustained as a result of fraud or dishonesty of an insured employee which results in financial
	Extensions		
	- Retroactive Cover	Inception	
	- Superseded Policy	No	
	- Reinstatement Amount	No	
	- Cost of Recovery	50 000.00	
	- Claims Preparation Costs	100 000.00	

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Section		Sum Insured	Additional Contingencies
	Total Fidelity Guarantee	5 150 000.00	gain for the employee concerned.
8 Goods in Transit	- Load Limit	400 000.00	All Risks cover on goods transported by or on behalf of the Insured by road, rail or air; fire extinguishing expenses; removal of debris, explosion, collision and overturning
	Extensions		
	- Removal of Debris	10 000.00	
	- Fire, Explosion, Collision and overturning	R	
	- Fire Extinguishing Expense	0	
	- Claims Preparation Costs	100 000.00	
	Total Fidelity Guarantee	510 000.00	
9 Group Personal Accident	- Councillors (Council activities & commuting)	31	Death and/or disability following accidental violent and visible means. Cover restricted to Council Activities and commuting (Whilst busy with Council activities)
	- Councillors Spouses (Council activities & commuting)	31	
	- Temporary staff	0	
	(Refer to sheet indicating list of Councillors)	29 196 760.00	
	Benefits		
	- Death (Councillors)	300 000.00	
	- Permanent Disability	100% of Death benefit as specified for particular disability	
	- Temporary Total Disablement	R 3 000 per week max 104 weeks	
	- Medical expenses	100 000.00	
	- Additional death benefit (funeral)	25 000.00	
	- Relocation (person)	10 000.00	
	- Repatriation	10 000.00	
	- Mobility	10 000.00	
	Extensions		
	- War Risks	Yes	
	- Claims Preparation Costs	100 000.00	

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Section		Sum Insured	Additional Contingencies
	- Maximum Limit Any One Life	2 000 000.00	
	- Maximum Limit Any One event (Accumulation Limit)	10 000 000.00	
10 Electronic Equipment	Computer Hardware	58 580 526.90	Cover including sudden, unforeseen, mechanical and electrical failure. (Includes all computer hardware, software)
	Laptops and Portable Equipment	15 899 042.13	
	Computer Software	58 339.00	
	Extensions		
	- Prevention of Access	No	
	- Increase in Cost of Working	No	
	- Reconstruction of Data	250 000.00	
	- Incompatibility	No	
	- Telkom access line	No	
	- Utilities (Failure of supply)	No	
	- Riot and Strike (other than RSA and Namibia)	No	
	- Claims Preparation Costs	100 000.00	
	Total Electronic Equipment	74 887 908.03	
11 & 12 Motorfleet Own Damage	Private type motor cars and Minibuses seating up to 16	78	Comprehensive cover for all municipal vehicles driven by a municipal employee or person with a valid South African driver's lisence; Cover for windscreens and windows of vehicles, cover for loss of vehicle keys and mobilisers
	Commercial vehicles	0	
	LDV's	233	
	Trucks	71	
	Fire Engine	4	
	Ambulances	0	
	Tractors	12	
	Emergency Vehicles/Buses	0	
	Motor Cycles	4	
	Trailers	112	
	Lawnmowers (more than R80 000)	40	
	Concrete Mixers	10	

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Section		Sum Insured	Additional Contingencies
	Special type vehicles (roadmarking & construction vehicles, machinery, refuse removal, caravans, etc above R80 000)	42	
	High value vehicles (over R500 000)	86	
	- High value vehicles (Insured value)	113 276 469.62	
	- Other vehicles (Insured value)	112 951 502.72	
	Subsidised Vehicles - Privately owned vehicles	0	
	Extensions		
	- Wreckage removal	10 000.00	
	- Fire extinguishing expenses	10 000.00	
	- Medical expenses (per occupant)	5 000.00	
	- Loss of keys	5 000.00	
	- Conveyance of explosives	No	
	- Theft or attempted theft of radios/sound equipment	0	
	- Theft or attempted theft of telephones (excluding cellphones)	0	
	- Claims preparation costs	100 000.00	
	Total Motor own damage	226 227 972.34	

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LIABILITIES			
Section		**Sum Insured**	**Additional Contingencies**
13 Public Liability	Standard sub-limits as per MUM specification		All amounts for which the Insured shall become legally liable Death to a third party due to unforeseen circumstances including cover for third party liability for damage to vehicles as a result of potholes and uneven pavements Employers: Damages which the Insured shall become legally liable consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured.
	-Primary Policy Limit	2 000 000.00	
	-Umbrella Policy Limit	98 000 000.00	
	Sub-Limits		
	-Wrongful arrest and defamation	2 250 000.00	
	-Errors & omissions	2 250 000.00	
	-Products liability and defective workmanship	2 250 000.00	
	-Pedal Cycles	Market value	
	-Professional Liability in respect of Medical Practitioners or other Medical officials	2 250 000.00	
	-Spread of fire	100 000 000.00	
	Total Public Liability	100 000 000.00	
14 Employers Liability	-Limit of Liability (Employers)	2 000 000.00	
	Total Employers Liability	2 000 000.00	
15 Directors and Officers Liability	-Limit of Indemnity (Directors and Officers)	2 000 000.00	Directors & Officers: Legal liability if any director or municipal official is prosecuted in his/her private capacity due to council activities or council decision making
	Total Directors and Officers Liability	2 000 000.00	
16 Motor Third party Liability	-Limit	2 000 000.00	Including cover for third party liability for potholes and uneven pavements
	-Number of vehicles	692	
	-Number of vehicles (non-propelled vehicles)	0	
	Total Motor Third Party Liability	2 000 000.00	
17 HIV Cover	2 x Health Care Workers	700 000.00	Cover for 2 x Health Care workers in case of HIV infection (death or otherwise)
	Total HIV Cover	700 000.00	
18 & 19 SASRIA (Premium on	Non-Motor	Per insured applicable to each item	

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SASRIA cover for items 1 to 17)	Motor	692	
	Additional Extensions (SASRIA)		
	Fire – Claims preparation costs	800 000.00	To assist with costs not always covered in the sum insured of assets
	Fire – Debris Removal	500 000.00	To assist with costs not always covered in the sum insured of assets
	Fire - Accumulation of Motor Vehicles / Static Risk (Combined)	1 000 000.00	Third Party vehicles damaged due to riots parked on municipal or public property (not included under Public Liability)
	Fire – Goods in the Open	500 000.00	Goods damaged during riot protesting that may not be fenced
	Fire – Extinguishing	250 000.00	Costs for fire services (Recovering of costs incurred by the municipality's Fire Department)
	Other Extensions – Locks and Keys	50 000.00	
	Other Extensions – Demolition	500 000.00	
	Motor Section	Underlying Policy	
	Money Section	Underlying Policy	
	Goods in Transit Section	Underlying Policy	
	Total SASRIA (1 to 17 above)	3 600 000.00	
20 SASRIA (Additional – Councillors)	Non-Motor	10 514 517.00	
	Motor	23	
	Total – SASRIA (Councillors)	10 514 517.00	

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PART E: OTHER

17. PRICE ADJUSTMENTS

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

……..

SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

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18. OMISSIONS, ALTERATIONS AND ADDITIONS

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19. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.

2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature _____ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)

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20. ANNEXURE A: DETAILED INSURANCE SCHEDULE

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