



City of Ekurhuleni

RISK AND LEGAL DEPARTMENT

CONTRACT NUMBER: PS-RL 01-2027

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN
GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)

THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD
FROM DATE OF AWARD UNTIL 30 JUNE 2029

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	Risk and Legal Department Division: Risk financing Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston Mr. Tebogo Kgwedi Email: tebogo.kgwedi@ekurhuleni.gov.za	Risk and Legal Department Head Office Cnr Cross and Rose Street O.R. Tambo Government Precinct Administration Building, Germiston Germiston Mr. Njabulo Zulu Email: tebogo.kgwedi@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____



CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD
FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**CLOSING DATE:
31 AUGUST 2026
10:00**

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER: PS-RL 01-2027** and placed in **Bid Box Number: THREE (03)**, Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal Street, **not later than the closing date and time as advertised, at which hour the bids** will be opened in public in the Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

- | | | | | |
|-----|-------------|--|---|-------|
| 1. | FORM OF BID | - Declaration | - | WHITE |
| 2. | FORM "A" | - Procurement Form of Bid | - | WHITE |
| 3. | FORM "B" | - Declaration of Interest | - | WHITE |
| 4. | FORM "C" | - Declaration for Procurement above R10 Million | - | WHITE |
| 5. | FORM "D" | - Declaration of Bidder's Past SCM Practices | - | WHITE |
| 6. | FORM "E" | - Certificate of Independent Bid Determination | - | WHITE |
| 7. | FORM "G" | - Declaration for municipal accounts | - | WHITE |
| 8. | FORM "H" | - Declaration for municipal accounts where bids are expected to exceed R10 million | - | WHITE |
| 9. | FORM "I" | - Specification | - | WHITE |
| 10. | FORM "J" | - Variations and Omissions | - | WHITE |
| 11. | FORM "K" | - Schedule of Prices | - | WHITE |
| 12. | FORM "L" | General Conditions of Contract | - | WHITE |
| 13. | FORM "M" | - Special Conditions and Undertakings | - | WHITE |
| 14. | FORM "N" | - Contract form - Rendering of services (Part 1) | - | WHITE |
| 15. | FORM "N" | - Contract form - Rendering of services (Part 2) | - | WHITE |

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an **“Acceptable bid”**, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder's information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.

14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.
 - 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected
19. If the bidder has failed to submit ALL required documents as specified on the bid document.
20. If the following have not been **fully completed** and **signed**:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

- 2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
- 3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 31 JULY 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:
RISK AND LEGAL DEPARTMENT
Risk Financing

CONTRACT NO.:
PS-RL 01-2027

DESCRIPTION:
The appointment of Brokers Related to Insurance and Risk Services for the period from date of award until 30 June 2029

CLOSING DATE:
31 AUGUST 2026

Bidders must note that this bid may be awarded to more than one bidder.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

An information session will be held at **11:00 am** on **12 AUGUST 2026**. Prospective bidders are requested to meet on the said date and time: **EKURHULENI FINANCE HEAD OFFICE, BUDGET OFFICE, 8th FLOOR, BOARDROOM, EAST WING, CORNER VICTORIA AND F H ODENDAAL STREETS, GERMISTON**. Bid documentation will not be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number THREE (03)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **31 AUGUST 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited in the specified bid box before **10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Tebogo Kgweidi at e-mail address: kgwedi@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. LERUTLA
CITY MANAGER
COE

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	PS-RL 01-2027	CLOSING DATE:	31 AUGUST 2026	CLOSING TIME:	10:00 am
DESCRIPTION	The appointment of Brokers Related to Insurance and Risk Services for the period from date of award until 30 June 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		CONTACT PERSON	Tebogo Kgwedi	
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		kgwedi@ekurhuleni.gov.za		

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM OF BID

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE
PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2029**

GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

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

- (a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*

- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)
- (o) declare that the following responses to be true and correct:
Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?
(Tick applicable box)

YES	NO

If YES, the following information must be supplied:

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

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

Signed _____ at.....this.....day
of.....
20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1.

PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form "K" (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected , except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.

NAME OF BIDDING ENTITY

FORM “A”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE
PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2029**

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum Requirement

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 3 to 5 examples.**

2. Infrastructure and resources available – Plant and Equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends lease, should the contract be awarded to him.

3. Size of enterprise

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover

4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience/Capability/Company Experience

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

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

6. Financial ability to execute the contract

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

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

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

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

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

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

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

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

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

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

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

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

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
 - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | POINTS |
|---|---------------|
| 1.3.1.1 PRICE | (90). |
| 1.3.1.2 SPECIFIC GOAL/S | (10). |
| Total points for Price and Specific Goal/s must not exceed | 100 |
- 1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5 The purchaser 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 purchaser.

2. DEFINITIONS

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**
- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** 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;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director’s shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME** (0 – R 10 000 000), **QSE** (R 10 000 000 – R 50 000 000) and **Generic** (> R 50 000 000) **NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where:

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\max}$ = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

- 5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	5
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	For persons living with disabilities (If Applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.(if applicable)
- 5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.

- 5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 SPECIFIC GOAL/S: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

- 8.1 Name of bidding entity;

- 8.2 VAT registration number:

- 8.3 Registration number of bidding entity:

- 8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole proprietor
- ☐ Close corporation
- ☐ Company
- ☐ Trust
- ☐ Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration_____;

Date on which bidder commenced business, if different from date of registration_____.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If it is detected that false information regarding the specific goal/s, local production content, or any other matter which will affect or has affected the evaluation of the tender, or where the tender has failed to declare any subcontracting arrangements, the purchaser 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) restrict the bidder/ contractor, its shareholders and/or directors, or only the shareholders and/or directors who acted on a fraudulent basis, 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

WITNESSES:

- 1.

- 2.

SIGNATURE(S) OF BIDDER(S)

DATE:
ADDRESS:
.....

GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE..... NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

--

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

6. Company, close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
8. For joint ventures/ consortiums the following must be attached:
- Written authority **of each JV / consortium partner**, for authorized signatory.
 - The joint venture/ consortium agreement.
9. For Trusts the following must be attached
- a. Certified copy of the trust deed;
 - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
 - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

NAME OF BIDDING ENTITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2029** and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

Physical facilities

Description	Address	Area (m ²)

Infrastructure and resources available – Plant and Equipment (owned or leased)

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

Description: Owned Plant / Equipment	Number of units

Description: Hired Plant / Equipment	Number of units

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

Size of enterprise

What was your turnover in the previous financial year? R

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

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff:	Number of staff

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	Key Account Manager or Liaison Officer (x1)
	• B Degree in Insurance or Risk Management or Finance or Economics • Complies with the Financial Advisory and Intermediary Services (FAIS) Act. • Member of the Institute of Risk Management of South Africa OR Member of the Insurance Institute of South Africa • Eight (08) years' experience in Claims Management and Underwriting
	Underwriting Managers (x2)
	• B Degree in Finance or Economics or Insurance or Risk Management • Certificate in short-term Insurance • Insurance Institute of South Africa (IISA) Certificate • Complies with the Financial Advisory and Intermediary Services (FAIS) Act. • Five (05) years' experience in Claims Management and Underwriting
	Claims Manager (x1)
	• B Degree in Insurance or Risk management or Law Degree • Complies with the Financial Advisory and Intermediary Services (FAIS) Act • IISA Certificate • Five (05) years' experience in Claims Administration.
	Claims Administration Officers (x5)
	• Grade 12/ Matric certificate • IISA Certificate • Three (03) years' experience in Claims Administration

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**Proposed Key Personnel**

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

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

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

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Key Account Manager or Liaison Officer (x1):

- Copy of a B Degree in Insurance **or** Risk Management **or** Finance or Economics
- Copy of a valid certificate of Financial Advisory and Intermediary Services (FAIS).
- Copy of a Member of the Institute of Risk Management of South Africa / Member of the Insurance Institute of South Africa
- CV demonstrating a minimum of Eight (08) years' experience in Claims Management and Underwriting.

Underwriting Managers (x2):

- Copy of a B Degree in any Finance **or** Economics **or** Insurance or Risk Management
- Copy of a valid Certificate in short-term Insurance
- Copy of a valid IISA Certificate
- Copy of a valid certificate of Financial Advisory and Intermediary Services (FAIS).
- CV demonstrating a minimum of Five (05) years' experience in claims Management and Underwriting

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
Claims Manager (x1): • Copy of a B Degree in Insurance or Risk Management, or Law Degree • Copy of a valid certificate of Financial Advisory and Intermediary Services (FAIS). • Copy of a valid IISA Certificate • CV demonstrating a minimum of Five (05) years' experience in Claims Administration.						
Claims administration officers (x5): • Copy of a Grade 12/ Matric certificate. • Copy of a valid IISA Certificate • CV demonstrating a minimum of Three (03) years' experience in Claims Administration.						
Please Note: - Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid. - All professional Registrations must be in good standing during the period of tender evaluation. - The City of Ekurhuleni reserves the right to verify the submitted documents.						
NB! Failure to submit the above-mentioned documents will result in disqualification.						

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS	
Relevant previous Company Experience – Completed Project and Company Registrations	Description	Evidence
	Provide proof of experience in dealing with Insurance Brokerage Services and Claims Management System	Bidder has listed three (03) contactable references confirming the provision of short-term insurance services, including claims management and administrative support.
	Provide proof of the ability to deal with large value claims.	Provide a list of the five (05) highest value claims in excess of R 20 million per claim, administered with contactable details of the client.
	Provide proof of ability to deal with a large volume of claims per annum (2000 or more)	Provide evidence of the number of claims dealt with.
	Provide proof of registration as an authorized Financial Services Provider with the Financial Services Conduct Authority (FSCA)	Provide a valid registration certificate with the Financial Sector Conduct Authority (FSCA or FSB)
	Provide proof of access to Lloyds and International Markets	Provide proof that the Service Provider has a relationship or access to the international markets, such as Lloyds.
	Memberships to Professional Bodies	Proof of affiliation to professional bodies or institutions such as IISA, IRMSA (Institute of Risk Management South Africa), or any other body or institution relevant to the Insurance Industry
	R250 000 000 revenue per annum	Audited Financial Statements. The statement must reflect premiums paid over to the broker or any other funds administered on behalf of the insured.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project and Company Registrations

- Three (03) Signed reference letters on the **Bidder's Client Letter Head** **(The Signed reference letters must be from the client which the bidder provided the services to)** with Contactable References from the bidder's previous client confirming the provision of short-term insurance services, including claims management and administrative support.
- Provide a list of five (05) highest value claims in excess of R 20 million per claim, administered with contactable details of the client.
- Provide evidence of the number of claims administered by the broker
- Provide a valid registration certificate with the FSCA (Previously FSB)
- Provide proof of affiliation to professional bodies or institutions such as IISA, IRMSA (Institute of Risk Management South Africa), or any other body or institution relevant to the Insurance Industry.
- Audited Financial statements

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

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Previous Company Experience

Provide the following information on **relevant** previous experience.

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

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

Financial ability to execute the project.

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

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	<u>Tick (x)</u>
Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number [PS-RL 01-2027]**, with **Description [THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2029]**.

I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number:

• Bank Balance / Credit Facility as at:

• Eligible Funds / Approved Credit Amount:

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

NB: Failure to complete the above requirements will result in disqualification.

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "B"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029**

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their 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 Owner of the Bidding Entity:

3.2 Identity Number if applicable:

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:

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.7 The names of all directors / trustees / shareholders/ members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?
(Tick applicable box)

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?
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (close family member, partner or associate?)
with persons in the service of the state who may be involved
with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder
and any persons in the service of the state who may be involved with the evaluation and or adjudication
of this bid?

(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers,
shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.

.....

.....

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO

- 3.13.1 If yes, furnish particulars.

.....

.....

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

YES	NO

- 3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “C”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029**

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

PLEASE NOTE:

1. This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -
 - (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (3) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
 - (4) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

PLEASE NOTE further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected

Please indicate by ticking in the applicable BOX.

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
Joint Venture/ Consortium / Partnership	YES/NO
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

Failure to comply with the above requirement will render the bid as a non-responsive bid.

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.....

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “D”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029**

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. wilfully 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 and/or shareholders 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 <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors and/or shareholders 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)? Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court 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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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 IS TRUE AND
CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “E”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “E” must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Chain Management 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 Form “E” 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 (Form “E”) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029**

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(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 understood the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms and sign the bid on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "G"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029**

DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

**Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations,
irrespective of the contract value of the bid:**

NB: Please note that this declaration must be completed by ALL bidders.

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "H"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). That at the closing date of the bid, any of **the directors/members** had 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.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY

FORM “I”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD FROM
DATE OF AWARD UNTIL 30 JUNE 2029**

SPECIFICATION:

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5. SCOPE OF WORK
6. CITY OF EKURHULENI PROFILE.....
7. INSURANCE POLICIES AND LIMIT OF INDEMNITY.....
8. MOTOR FLEET
9. CLAIMS HISTORY (MOTOR).....
10. ASSET PER CATEGORY (NON- MOTOR)
11. CLAIMS HISTORY (NON- MOTOR).....

1. MANDATE

SCOPE: CONDITIONS:

1. Bidders must clearly indicate their acceptance of the **Insurance Brokers Service Plan and Benchmarks**.
2. Bidders must **comply** with all **key performance areas indicated in the Insurance Brokers Service Plan and Benchmarks**. Exclusions of critical key performance areas will render the bid invalid.
3. If any limitations and/or uncommon conditions and exclusions are to be imposed, this **must be** stated.
4. **The Insurance Brokers Service Plan and Benchmarks** due dates will be **reviewed annually** and is to be agreed with CoE Management.
5. The Insurance and Underwriting Detail must be evaluated and signed by the **Insurance Brokers** and any exclusion thereof must be indicated by the **Insurance Brokers** under the applicable category of insurance in the space provided for.
6. The Insurance and Underwriting Proposal and the identified exclusions **will form the basis** for the Policy Wording.
7. All Claims will be administered **in terms of mutually agreed to and approved policy wording**.
8. **Bidders must** price as per the pricing schedule and must clearly indicate any deviation thereof.
9. CoE **retains the right** to accept any option contained in the bid document **or part thereof**. CoE further retains the right **not to insure** any of the categories in the document with any of the bidders should it at its own discretion decide to self-insure such category.
10. Aggregate and Excess Funds **will be retained and managed** in house by CoE and **will not** be paid over to the appointed insurers. Claims paid from the aggregate and excess funds will be made by CoE. Aggregate fund balances **will be reconciled on a monthly basis** between the CoE, the appointed Insurance Brokers and the appointed insurers where applicable.
11. The bid must be based on an **Motor- policy wording** as a minimum norm and any improvement deviations must be highlighted clearly.
12. The bid must be based on an **Assets policy wording** as a minimum norm and any improvement deviations must be highlighted clearly.
13. Risk Financing:
 - 13.1. Provide your proposed Risk Financing Philosophy indicating benefits to this synergy.
 - 13.2. Provide your proposed Risk Assessment Strategy by describing the strategy and plan of action based on the information provided should you be appointed.
 - 13.3. Provide advice in applying / introducing remedial measures to mitigate losses with regards to fleet management.
 - 13.4. Provide OHS (Occupational Health and Safety) assessments, in line with Short Term Insurance requirements.
 - 13.5. Provide expert advice on the optimization of the municipality's risk financing mechanisms
 - 13.6. Provide expert advice and source additional cover on an as and when required basis

14. Bidders must propose the strategy and structuring of the aggregate fund levels, stop losses and residual deductibles of the current Insurance Portfolio and plan of action based on the information provided should you be appointed.
15. The Broker will utilise the claims systems provided by the CoE, however must ensure that they have an electronic claims system, as and when the CoE requires, based on the following suspensive conditions: -
- If the City's electronic system fails and the Broker must ensure that the data is captured and secured;
 - City will be liable for the cost incurred by the Broker for the interim electronic system;
 - The parties will enter a separate contract setting out the terms and conditions for that suspensive condition.
16. The successful bidder will be responsible to appoint as follows from their panel:
- An attorneys must be appointed in accordance with Clause 6(s)(a) and (t) of this agreement:
 - Assessors, loss adjusters, specialist investigators and other professionals in accordance with Clause 6.2
 - Salvage companies (Disposal of salvage) in accordance with Clause 6.3
 - Insurance Recovery Agents in accordance with Clause 6.4.

Such appointments to be done **only** with the consent and agreement of CoE at rates negotiated and agreed with between the Broker, CoE and the appointed Insurance Broker.

17. Service Level Agreement

- A service level agreement will be entered with the successful Broker/s.

18. Public Indemnity Insurance

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property. The Council reserves the right to request proof of the validity of the insurance policy at any point during the lease period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as **Public Liability** and **Professional Indemnity**, etc, and such Insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

2. EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	Key Account Manager or Liaison Officer (x1) • B Degree in Insurance or Risk Management or Finance or Economics • Complies with the Financial Advisory and Intermediary Services (FAIS) Act. • Member of the Institute of Risk Management of South Africa OR Member of the Insurance Institute of South Africa • Eight (08) years' experience in Claims Management and Underwriting Underwriting Managers (x2) • B Degree in Finance or Economics or Insurance or Risk Management • Certificate in short-term Insurance • Insurance Institute of South Africa (IISA) Certificate • Complies with the Financial Advisory and Intermediary Services (FAIS) Act. • Five (05) years' experience in Claims Management and Underwriting Claims Manager (x1) • B Degree in Insurance or Risk management or Law Degree • Complies with the Financial Advisory and Intermediary Services (FAIS) Act • IISA Certificate • Five (05) years' experience in Claims Administration. Claims Administration Officers (x5) • Grade 12/ Matric certificate • IISA Certificate • Three (03) years' experience in Claims Administration

EVALUATION ASPECT	MINIMUM REQUIREMENTS	
Relevant previous Company Experience – Completed Project and Company Registrations	Description	Evidence
	Provide proof of experience in dealing with Insurance Brokerage Services and Claims Management System	Bidder has listed three (03) contactable references confirming the provision of short-term insurance services, including claims management and administrative support.
	Provide proof of the ability to deal with large value claims.	Provide a list of the five (05) highest value claims in excess of R 20 million per claim, administered with contactable details of the client.
	Provide proof of ability to deal with a large volume of claims per annum (2000 or more)	Provide evidence of the number of claims dealt with.
	Provide proof of registration as an authorized Financial Services Provider with the Financial Services Conduct Authority (FSCA)	Provide a valid registration certificate with the Financial Sector Conduct Authority (FSCA). (Previously FSB)
	Provide proof of access to Lloyds and International Markets	Provide proof that the Service Provider has a relationship or access to the international markets, such as Lloyds.
	Memberships to Professional Bodies	Proof of affiliation to professional bodies or institutions such as IISA, IRMSA (Institute of Risk Management South Africa), or any other body or institution relevant to the Insurance Industry
	R250 000 000 revenue per annum	Audited Financial Statements. The statement must reflect premiums paid over to the broker or any other funds administered on behalf of the insured.

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Staffing profile

Key Account Manager or Liaison Officer (x1):

- Copy of a B Degree in Insurance **or** Risk Management **or** Finance or Economics
- Copy of a valid certificate of Financial Advisory and Intermediary Services (FAIS).
- Copy of a Member of the Institute of Risk Management of South Africa / Member of the Insurance Institute of South Africa
- CV demonstrating a minimum of Eight (08) years' experience in Claims Management and Underwriting.

Underwriting Managers (x2):

- Copy of a B Degree in any Finance **or** Economics **or** Insurance or Risk Management
- Copy of a valid Certificate in short-term Insurance
- Copy of a valid IISA Certificate
- Copy of a valid certificate of Financial Advisory and Intermediary Services (FAIS).
- CV demonstrating a minimum of Five (05) years' experience in claims Management and Underwriting

Claims Manager (x1):

- Copy of a B Degree in Insurance or Risk Management, or Law Degree
- Copy of a valid certificate of Financial Advisory and Intermediary Services (FAIS).
- Copy of a valid IISA Certificate
- CV demonstrating a minimum of Five (05) years' experience in Claims Administration.

Claims administration officers (x5):

- Copy of a Grade 12/ Matric certificate.
- Copy of a valid IISA Certificate
- CV demonstrating a minimum of Three (03) years' experience in Claims Administration.

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

Relevant previous Company Experience – Completed Project and Company Registrations

- Three (03) Signed reference letters on the **Bidder's Client Letter Head** **(The Signed reference letters must be from the client which the bidder provided the services to)** with Contactable References from the bidder's previous client confirming the provision of short-term insurance services, including claims management and administrative support.
- Provide a list of five (05) highest value claims in excess of R 20 million per claim, administered with contactable details of the client.
- Provide evidence of the number of claims administered by the broker
- Provide a valid registration certificate with the FSCA. (Previously referred to as FSB)
- Provide proof of affiliation to professional bodies or institutions such as IISA, IRMSA (Institute of Risk Management South Africa), or any other body or institution relevant to the Insurance Industry.
- Audited Financial statements

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

SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	5
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	For persons living with disabilities (If Applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

3. INSURANCE BROKERS SERVICE PLAN AND BENCHMARKS

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1.Upon appointment	1.1 Placement and confirmation of cover for the CoE portfolio within 30 days of appointment by issuing of a letter confirming that cover is in place	X											
	1.2 Administer and manage all open previous claims	X	X	X	X	X	X	X	X	X	X	X	X
2.Post Renewal	2.1 Preparation and submission of premium invoices (debit notes) to be submitted to the CoE.		X	X									
	2.2 Confirmation of premiums paid by the CoE			X	X								
	2.3. Finalisation and submission of policy documentation, policy wording and endorsements to the CoE on both sourced cover as well as self-insured categories (if any)		X	X	X								
	2.4 Preparation and submission of executive insurance summary	X											
	2.5 Conduct a post renewal workshop to ensure proper understanding of policy wording, limits, excesses, categories and sections within portfolio			X	X								

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	2.6 Arrangement of premium adjustment for previous insurance period if applicable	X	X										
	2.7 Verify declarations to implement "new" cover		X	X	X								
3. Claims Management System (Non-Motor)		X	X										
3. Claims Management System (Motor)	3.1 The City has an insurance claims system in which the Service Provider will be provided an access, administer and manage insurance claims. It is expected that in the event that the City insurance system has technical issues and unable utilise, the Service Provider should as a contingency make that provisions. Provision/utilisation of an on line electronic claims management system accessible by both CoE staff and insurance claims management services provider for purposes of administering all insurance claims transactions between the CoE, the Claims Administration Services Provider and the Insurers.	Ad hoc basis	Ad hoc	Ad hoc	Ad hoc	Ad hoc	Ad hoc	Ad hoc	Ad hoc	Ad hoc	Ad hoc	Ad hoc	Ad hoc
	The system should have the following minimum requirements:												
	- the system should be web based												
	- the system should be windows compatible												
	- the system should be able to store documents in any of the window's formats												

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	- the system should be tested to function on a real time basis upon appointment												
	- the system should be fax and e-mail integrable												
	- the system should be able to generate reports and management information on an as and when required basis												
	3.2 Customisation of claims management system on an as and when required basis to ensure:	X	X	X	X	X	X	X	X	X	X	X	X
	- that the system complies with any changing requirements												
	- that the system is compatible with CoE's financial system utilised at any period in time												
	- that the system is compatible with any other system utilized by CoE if required												
	3.3 Testing and commissioning of the system to ensure:	X	X	X	X	X	X	X	X	X	X	X	X
	- compatibility with CoE hardware, IT infrastructure and or network												
	- minimum downtime												
	- accessibility to the system by all CoE personnel authorised to utilise the system												

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	3.4 Training of CoE's claims technicians in using the system	X	X	X	X	X	X	X	X	X	X	X	X
	3.5 Training of all other staff i.e. reporting modules etc.	X	X	X	X	X	X	X	X	X	X	X	X
	3.6 In-house system support should be provided.	X	X	X	X	X	X	X	X	X	X	X	X
	3.7 Liaison with CoE's Information Technology Division to ensure technical compatibility, identification and correction of technical conflicts as well as to synchronise hardware requirements.	X	X	X	X	X	X	X	X	X	X	X	X
4. Liaison within the CoE	4.1 Ad-hoc insurance and risk meetings as and when requested	X	X	X	X	X	X	X	X	X	X	X	X
	4.2 Attendance of monthly portfolio, loss control, risk committee meetings and audit meetings as and when required (to be facilitated by Account Executive)	X	X	X	X	X	X	X	X	X	X	X	X
	4.3 Provide expert insurance related or underwriting advice to the CoE upon request	X	X	X	X	X	X	X	X	X	X	X	X
5.Claims administration	5.1 Collection of claims related documentation as and when required or agreed to	X	X	X	X	X	X	X	X	X	X	X	X
	5.2 Capturing of claims on claims management system as and when required or agreed to	X	X	X	X	X	X	X	X	X	X	X	X

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	5.3 Reporting of claims to underwriters	X	X	X	X	X	X	X	X	X	X	X	X
	5.4 Appointment of Assessors/Loss Adjusters, Legal Representation and any other specialist advisor required in collaboration with CoE from approved panel	X	X	X	X	X	X	X	X	X	X	X	X
	5.5 The authorisation of repairs or replacements as per CoE supply chain management policies or policies prescribed by underwriters.	X	X	X	X	X	X	X	X	X	X	X	X
	5.6 Authorisation of repairs and replacements as per the policy wording	X	X	X	X	X	X	X	X	X	X	X	X
	5.7 Management of salvage as per agreement with CoE or underwriter	X	X	X	X	X	X	X	X	X	X	X	X
	5.8 Collection of salvage monies	X	X	X	X	X	X	X	X	X	X	X	X
	5.9 Reconciliation of amounts paid on behalf of CoE	X	X	X	X	X	X	X	X	X	X	X	X
	5.10 Submission of reports on claims statistics and payments as and when required (weekly / monthly)	X	X	X	X	X	X	X	X	X	X	X	X
	5.11 Follow up on outstanding claims	X	X	X	X	X	X	X	X	X	X	X	X
	5.12 Report to CoE on claims statistics	X	X	X	X	X	X	X	X	X	X	X	X
	5.13 Submission of claims analysis and age analysis reports	X	X	X	X	X	X	X	X	X	X	X	X

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	5.14 Liaison with CoE and underwriter to solve any "problem" claims	X	X	X	X	X	X	X	X	X	X	X	X
	5.15 Finalisation of claims within 4 months unless otherwise agreed	X	X	X	X	X	X	X	X	X	X	X	X
6. Recoveries from third parties responsible for losses to CoE	6.1 Identification of claims upon which recoveries can be made	X	X	X	X	X	X	X	X	X	X	X	X
	6.2 Development of benchmarks and best practice models on how to deal with recoveries	X	X	X	X	X	X	X	X	X	X	X	X
	6.3 Implementation of recovery activities on all claims on a basis agreed to with CoE.	X	X	X	X	X	X	X	X	X	X	X	X
	6.4 Monitoring and evaluation of recovery activities on a continuous basis to ensure expenses related to recoveries are minimized and cost effective in relation to the recoverable amount.	X	X	X	X	X	X	X	X	X	X	X	X
	6.5 Where recovery actions cannot be performed in house by the appointed broker and external Brokers such as Debt Collecting Agencies or Legal Counsel must be appointed it will only be done in liaison with CoE at rates agreed to by CoE.	X	X	X	X	X	X	X	X	X	X	X	X

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	6.6 Monthly management reports and statistical reports on recoveries effected	X	X	X	X	X	X	X	X	X	X	X	X
7. Loss control and Risk Management	7.1 Identify loss problem and risk areas	X	X	X	X	X	X	X	X	X	X	X	X
	7.2 Formulate proposals to remedy loss problem areas in monthly report format	X	X	X	X	X	X	X	X	X	X	X	X
	7.3 Assist in applying/introducing remedial measures	X	X	X	X	X	X	X	X	X	X	X	X
	7.4 Pro-active management of loss control and risk preventative measures	X	X	X	X	X	X	X	X	X	X	X	X
	7.5 Develop, negotiate and implement loss control benchmarks for the management and measurement of loss control measures implemented	X	X	X	X	X	X	X	X	X	X	X	X
	7.6 Reporting on achievement of benchmarks and actual results	X	X	X	X	X	X	X	X	X	X	X	X
8. Risk evaluation	8.1 Present CoE with methodology to be applied to undertake thie Risk Surveys and Assets Verifications	X	X	X	X	X	X	X	X	X	X	X	X
	8.2 Complete uninsurable risk evaluation process	X	X	X	X	X	X	X	X	X	X	X	X
	8.3 Submit report with proposed remedial actions (through compilation of Risk Survey Report Recommendations/Tracking tool and Assets Risk Profiles and Assets Registers)	X	X	X	X	X	X	X	X	X	X	X	X

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	8.4 Implementation of remedial actions	X	X	X	X	X	X	X	X	X	X	X	X
9. Run-up to next renewal	9.1 Hold renewal discussions with the CoE										X	X	X
	9.2 Review CoE's existing underwriting questionnaires and assist in compiling new ones where required.										X	X	X
	9.3 Verification / review exposures, limits, sums insured, risk financing structures and advise on possible improvements / adjustments.										X	X	X
	9.4 Identification of risk financing strategies and provision of expert advice on potential risk financing mechanisms and markets.										X	X	X
	9.5 Preparation of underwriting submission that include:									X	X	X	X
	* Basis of valuation for property values									X	X	X	X
	* Loss information									X	X	X	X
	* Risk information									X	X	X	X
	* Policy wording improvements									X	X	X	X
	* Agreed claims procedures									X	X	X	X
	9.6 Review Aggregate and Deductible structure in collaboration with CoE										X	X	X
	9.7 Review all policy sections to determine adequacy of cover										X	X	X
	9.8 Advise on best Risk Financing Options on the CoE portfolio										X	X	X

Key performance area	Deliverable	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	9.9 Advise CoE on Aggregate Structuring, stop loss levels and residual deductibles										X	X	X
10. Contractors All Risks Cover (Non-Motor)	10.1 Review Contractors All Risk coverage in collaboration with CoE	X	X	X	X	X	X	X	X	X	X	X	X
	10.2 Advise on industry best practise on how to deal with Contractors All Risks	X	X	X	X	X	X	X	X	X	X	X	X

4. PENALTIES

4.1 CoE shall penalise the Broker as follows where service level deliverables are not met –

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

4.2 Penalty fees:

Key performance area	Deliverable	Penalty R / %
1. Take on of current unsettled insurance claims	1. Capture all unsettled claims on claims management system within 30 days of commencement of contract	R 50 000 once off and R 1000 per working day thereafter
	1.2 Determine any actions outstanding with relation to claims mentioned in point 1.1 above within two months of commencement of contract and initiate any actions necessary to settle these claims as per the actions indicated in points 5, 6 & 7 below within 10 working days from receipt of complete documentation.	R 500 per claim file
2. Post Renewal	2.1 Preparation and submission of insurance schedules within one month of receipt of policies and policy wording.	R 1000
	2.2 Preparation and submission of executive insurance summary within one calendar month of receipt of policies and policy wording.	R 5000
	2.3 Work shopping of executive insurance summary with CoE insurance and risk management officials to ensure proper understanding of policy wording, limits, excesses, categories and sections within portfolio within four months of award of bid	R 5000
	2.4 Review policy wording for any changes as well as adequacy and suggest changes where necessary within three months of award or renewal	R 2000
	2.5 Draft and supply policy wording in collaboration with CoE personnel for categories or sections within the CoE insurance portfolio, should the decision be made to totally self-insure such categories by not later than 30 Aug each year.	R 2000
3. Claims management system	3.1 Provision/utilisation of an online electronic claims management system accessible by both CoE staff and insurance claims management services provider for purposes of administering all insurance claims transactions between the CoE and the Insurance Brokers upon appointment. The system should have the following minimum requirements: - the system should be web based - the system should be windows compatible - the system should be able to store documents in any of the windows formats - the system should function on a real time basis - the system should be fax and e-mail compatible - the system should be able to generate reports and management information on an as and when required basis	R 10000

Key performance area	Deliverable	Penalty R / %
	3.2 Customisation of claims management system on an as and when required basis but by no later than 15 working days of receipt of instruction unless otherwise agreed, to ensure: - that the system complies with any changing of requirements - that the system is compatible with CoE's financial system utilised at any period in time - that the system is compatible with any other system utilized by CoE if required	R 5000
	3.3 Testing and commissioning of the system by not later than 31 Aug each year or 15 working days of completion of enhancements, whichever is applicable to ensure: - compatibility with CoE hardware, IT infrastructure and or network - minimum downtime - accessibility to the system by all CoE personnel authorised to utilise the system	R 5000
	3.4 Training of CoE's claims technicians in using the system within two calendar months of contract commencement or within one calendar month in case of changes made to the system	R 2000
	3.5 Training of all other staff i.e. reporting modules etc within 10 working days of receipt of instruction to do so.	R 2000
	3.6 In house system support should be provided as and when required but in any instance within 5 working days from receipt of instruction.	R 2000
	3.7 Liaison with CoE's Information Technology Division to ensure technical compatibility, identification and correction of technical conflicts as well as to synchronise hardware requirements within two calendar months of appointment or within ten working days of changes or enhancements being done.	R 2000
4. Liaison between the Insurance Brokers and CoE	4.1 Attendance of ad-hoc claims management meetings as and when required with CoE.	R 1000 per meeting
	4.2 Attendance of monthly portfolio, loss control or risk management meetings as and when required (to be facilitated by Account Executive)	R 1000 per meeting
	4.3 Provide expert insurance underwriting, risks financing or risk management advice to the CoE upon request but in any instance by not later than 10 working days of receipt of instruction to do so.	R 2000
5.Claims Management	5.1 Collection of claims related documentation as and when required or agreed to	R 500 per claim
	5.2 Capturing of claims-on-claims management system as and when required or agreed to	R 500 per claim
	5.3 Reporting of claims to underwriters if applicable within three working days of receipt of claim	R 500 per claim
	5.4 Appointment of Assessors/Loss Adjusters/Attorneys from approved panel within five working days after complete documentation is supplied	R 500 per claim
	5.5 The authorisation of repairs or replacements as per CoE supply chain management policies or policies prescribed by underwriters within five working days of receipt of complete documentation.	R 500 per claim
	5.6 Authorisation of repairs and replacements as per the policy wording within five working days of receipt of complete documentation.	R 500 per claim
	5.7 Reconciliation of claims paid within five working days after each month end.	R 1000 per report

Key performance area	Deliverable	Penalty R / %
	5.8 Submission of monthly report on claims statistics and payments within five working days after each month end.	R 1000 per report
	5.9 Follow up on outstanding claims. Proof of actions taken to be submitted monthly.	R 500 per claim
	5.10 Report to CoE on claims statistics as and when required within five working days but in any instance within five working days following month end.	R 1000 per report
	5.11 Submission of claims analysis and age analysis reports within five working days following month end.	R 1000 per report
	5.12 Liaison with CoE to solve any "problem" claims within ten working days of establishing requirements to finalise claim.	R 500 per claim
	5.13 Finalisation of claims within 4 months unless otherwise agreed	R 5000 per claim
6. Management of the aggregate	6.1 Noting of applicable claims against the aggregate within five working days after receipt of claims paid notifications.	R 100 per claim
	6.2 Reporting of aggregate claims statistics to CoE and underwriter within five working days following each month end.	R 1000 per report
	6.3 Auditing of aggregate and claims within the aggregate (at the second week of the month in respect of the previous month)	R 1000
	6.4 Liaising with all relevant parties (CoE and underwriters) regarding aggregate balance as and when required.	R 1000
	6.5 Reconciliation of aggregate balances on a monthly and annual basis between CoE, Claims Management Services Provider and underwriters within 30 days after 30 June each year.	R 2000
	6.6 Provision of financial year end report on aggregate balances within 30 days after 30 June each year.	R 1000 per report
7. Recoveries from third parties responsible for losses to CoE of claims falling within the aggregate.	7.1 Identification of claims upon which recoveries can be made within five working days of receipt of complete documentation.	R 500 per claim
	7.2 Development of benchmarks and best practice models on how to deal with recoveries as and when required but to be reviewed at least once per year	R 1000
	7.3 Implementation of recovery activities on all claims on a basis agreed to with CoE within five working days of receipt of complete documentation.	R 500 per claim
	7.4 Monitoring and evaluation of recovery activities on a continuous basis to ensure expenses related to recoveries are minimized but a complete report within ten working days following month end every month.	R 1000 per report
	7.5 Monthly management reports and statistical reports on recoveries effected but full report required within ten working days following every month end.	R 1000 per report
8. Loss control and Risk Management	8.1 Identify loss problem and risk areas on all claims	R 500 per claim
	8.2 Formulate proposals to remedy loss problem areas on all claims and report thereon monthly.	R 1000
	8.3 Assist in applying/introducing remedial measures where possible or instructed to do so.	R 1000
	8.4 Pro-active management of loss control and risk preventative measures as and when required.	R 1000 per report
	8.5 Develop, negotiate and implement loss control benchmarks for the management and measurement of loss control measures implemented on every monthly report.	R 1000 per report
	8.6 Reporting on achievement of benchmarks and actual results within ten working days following every month end.	R 1000 per report

Key performance area	Deliverable	Penalty R / %
9. Risk evaluation	9.1 Present CoE with methodology to be applied to undertake this evaluation process as and when instructed to do so.	R 1000
	9.2 Complete uninsurable risk evaluation process within 15 working days of receipt of instruction.	R 1000
	9.3 Submit report with proposed remedial actions within 15 working days of receipt of instruction.	R 1000 per report
	9.4 Implementation of remedial actions within ten working days where applicable to Broker.	R 1000

5. SCOPE OF WORK

The Insurance Broking Services to be rendered by the Broker to City of Ekurhuleni shall include the insurable interests of the City.

5.1 The Services to be rendered by the Broker are detailed below:

5.1.1 Insurance Placement and Annual Renewal

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

5.1.2 Proposal forms

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

5.1.3 Risk information

- a) City of Ekurhuleni will be required annually to provide updated risk information with regard to the subject matter to be insured and claims information that will be used for the purposes of obtaining renewal terms from insurers and reinsurers.
- b) The Broker will provide advice on the nature of the information required.
- c) Upon receipt of information from City of Ekurhuleni, the Broker will prepare and present the information to insurers. City of Ekurhuleni reserves the right to view and vet all information before it is presented to insurers.

5.1.4 Provision of Insurance Premium Costing

- a) Negotiate with the insurance market for the most competitive terms, conditions and advantageous scope of cover consistent with City of Ekurhuleni's requirements.
- b) Forward all communication between the Broker and Insurers and Re-insurers and all quotations received, to City of Ekurhuleni regularly and timeously and in an unedited format.
- c) Provide a report detailing the results of negotiations with insurers and the Broker's recommendations.
- d) When providing a quotation for the placement of City of Ekurhuleni's business, the Broker will ensure its accuracy and confirm to City of Ekurhuleni in writing that the quotation is accurate.

5.1.5 Binding of Cover

- a) Cover will only be placed upon specific instruction from City of Ekurhuleni.
- b) The Broker will inform City of Ekurhuleni of the premium required by insurers and when payment is due.

5.1.6 Confirmation of cover

- a) After the Broker has placed cover, it will confirm in writing the scope of cover, explain specific terms, conditions and exclusions which may apply and give City of Ekurhuleni the names of the insurers with whom the insurance has been placed. These should be sent to City of Ekurhuleni within 24Hours of inception of cover.
- b) The Broker will send City of Ekurhuleni signed Policy wording within 30 days of the inception of cover.
- c) The Broker has the responsibility to check the accuracy of the policy wording issued by insurers and to ensure that the policy wording reflects that the Insurer will manage claims as per the SAIA code of conduct.
- d) The Broker will align the Insurance Claims Standard Operating Procedure, which is in line with the Policy Wordings, within 60 days of City of Ekurhuleni receiving the Policy Wordings.
- e) The Broker will send City of Ekurhuleni signed placing slips within 30 days of the inception of cover.
- f) Issue Tax Invoices for payment of premiums to City of Ekurhuleni.
- g) Receive payment of premiums and pay premiums to insurers on behalf of City of Ekurhuleni.

5.1.7 Insurance Placement and Annual Renewal Plan

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

November –

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

December

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

January

- (a) Renewal Strategy meetings with departments.

February

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

March –

- (a) Renewal strategy between Short Term Brokers and CoE.
- (b) Identification of surveys required to determine Maximum Potential Loss (MPL) and Estimated Maximum Loss (EML).

April

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

May

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

June

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

July

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

August

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

6.1 Claims Management and Administration Services

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

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

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

- a) Claims, losses or any circumstances that could give rise to a claim, will be notified to the Broker as soon as possible.
- b) The Broker will thereafter and within 48 Hours acknowledge receipt of the notification.

- c) COE shall immediately inform the Broker regarding the summons and instructions to be followed
- d) Broker shall immediately and/or within 24 hours acknowledge the summons and execute the COE instruction
- e) The Broker will keep City of Ekurhuleni apprised of the progress on the claim on a weekly basis and immediately of any special circumstances relating to that claim.
- f) With respect to claims that are subject to review by a loss adjuster, the Broker will ensure that the report of the loss adjuster is finalised within 30 days of completing their site visit.
- g) The Broker will monitor all claims being handled by the insurer and furnish feedback on such claims on a monthly basis.
- h) The monthly reports from the Broker to City of Ekurhuleni will include notification of follow up with the underwriters in respect of monies that are owing to City of Ekurhuleni. It is noted that the collection of payments from overseas insurers may take longer particularly if cover has been placed in non-registered markets, however this process should be completed within one month of the local process.
- i) The Broker undertakes to refund claims monies to City of Ekurhuleni within 7 days of receipt thereof.
- j) The Broker must conduct claim negotiations and secure interim payment settlements from insurers during the process of settling the claim. Where interim settlements have been negotiated with the insurers, the Broker will ensure that these interim settlements are paid to City of Ekurhuleni within 30 days of receiving the documentation supporting the interim settlement.
- k) An Agreement of Loss must be timeously submitted to a City of Ekurhuleni as soon as the claim and the payment thereof has been accepted and approved by the underwriter within 48 hours of confirmation thereof.
- l) Provide a motivation, based on substantive legal grounds, for all claims that were rejected by the insurance company. The municipality reserve the right to reconsider any opinion received, to refer it back to the Broker for another opinion or recommendation.
- m) City of Ekurhuleni must be advised of all claims in which payment is due from Insurers.
- n) Payment by Insurers must be made to City of Ekurhuleni.
- o) Appoint a panel of general assessors to assist the relevant department with assessment of claims
- p) Any claim that is rejected by the insurance company must be supported by a motivation by the Broker based on legal grounds. The City reserves the right to reconsider any opinion received, to refer it back to the broker for another opinion or recommendation.
- q) Public Liability claims are dealt with on a claims-made basis, therefore any such claims received up to the expiration of the current contract/tender, will be dealt with by the current Broker Public Liability claims received on or after the commencement of this tender, will be dealt with the newly appointed Broker, even where the actual date of loss is before the commencement of this tender/contract.
- r) The successful Broker will be liable for a penalty for each instance where it fails to provide the services as required.

- s) The City will appoint its own attorneys on all litigations/summons that are below the excess, however if the quantum in the litigation exceeds the excess the following will apply: -
- a) The insurer may appoint and instruct an attorney at their own discretion to proceed with the litigation/summons.
- t) The Broker/Insurer will appoint and instruct an attorney to manage the litigation/summons that exceed the applicable insurance deductible or excess.
- u) With reference to Clause s(a) and t on finality of the litigation, the City will be liable for costs in that litigation which is limited to the excess amount.

6.2 Appointment of Motor Assessors (Motor)

The Broker will enter into an agreement a reputable Motor Assessors. The rates should be agreed with the City of Ekurhuleni prior to the commencement of work.

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

- **The Broker will provide to the appointed assessor the available information, documentation, declared value of the vehicle and policy wording upon appointment.**
- **The Broker will submit the assessors report and revised quotation within 5 (five) working days after the vehicle was assessed by the assessor to the CoE.**
- **The assessor must recommend in conjunction with Fleet Management Division that the vehicle be either repaired by the approved panel beater within the City's panel or written off as per the insurance policy wording.**
- **The assessor must ensure that the panel beater's quotation is within the agreed rates and in terms of the bill of quantities with the City.**
- **The Broker must submit within 1 (one) working day after the assessor's report was received with the recommendation that the vehicle must be written off as per the insurance policy wording a formal letter requesting that the vehicle be deregistered by either the CoE or the lease company.**

The City is appointing suppliers/service providers in terms of the rates. Therefore, only one quotation will be provided and subjected for assessment in terms of repairs/replacement of motor vehicles. The assessor is expected to engage with Fleet Representatives before issuing a report.

Appointment of Loss Adjusters (Non-Motor)

The Broker will enter into an agreement with reputable Assessors. The rates should be agreed with the City of Ekurhuleni prior to the commencement of work.

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

- **The Broker will provide to the appointed loss adjuster the available information, documentation, declared value of the Assets and policy wording upon appointment.**
- The assessor must recommend in conjunction with Asset Custodian Department that the damaged asset be either repaired by the approved contractor within the City's panel.
- The assessor must ensure that the contractor's quotation is within the agreed rates and in terms of the bill of quantities with the City.
- The City is appointing suppliers/service providers in terms of the rates. Therefore, only one quotation will be provided and subjected for assessment in terms of repairs/replacement of Assets/Properties. The assessor is expected to engage with Assets/Properties Representatives before issuing a report.

6.3 Management of Recoveries

- **The Broker will appoint a recovery firm which specialise and manage the recovery of claims on behalf of City on a contingency basis.**
- **Recoveries shall include both motor and other assets claims.**
- **Monies collected from third parties must be paid over to the City within 30 (Thirty) days of receipt.**
- Monthly reports which consist of the amount claimed, status and probability of success must be submitted to the City.

6.4 Salvage

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

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

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

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

The Broker must submit to the Risk Financing Division a sequence bordereaux indicating the market value of the vehicle, the % of the market value for which the vehicle was sold by the salvage dealer, the towing cost to

transport the vehicle from the premises of the City of Ekurhuleni to the salvage dealer and the net amount paid to the City of Ekurhuleni within 5 (five) working days after the vehicle was sold by the salvage dealer.

6.5 Training of staff and active skills transfer/capacity building

- Provide daily assistance with the administration of claims.
- Provide daily assistance with general enquiries regarding Insurance Policies Conditions and Wordings.
- Provide an annual training session within 30 (thirty) working days after the City of Ekurhuleni Insurance Portfolio has been placed in the insurance market regarding the Insurance Policies Conditions and Wordings.
- Submit an Executive Summary of the Insurance Policies, Insurers, Insurance Policy numbers, excesses and exclusions within 14 (fourteen) working days after the City of Ekurhuleni Insurance Portfolio has been placed in the insurance market.
- Provide training sessions as and when required on insurance related matters locally in South Africa and Internationally especially the Lloyd of London.
- Provide market related bench marking locally and internationally.
- Pre and Post Annual Insurance workshops.
- Provision of training to the Risk Financing Division regarding the Insurance Claims Management System
- Training will be provided at locations and dates requested by City of Ekurhuleni.
- Provision of training on insurance indemnity clauses of contracts/agreements with suppliers/customers/Brokers etc

6.6 Electronic Claims Management System

The City has an insurance claims system in which the Service Provider will be provided an access, administer and manage insurance claims.

It is expected that in the event that the City insurance system has technical issues and unable utilise, the Service Provider should as a contingency make that provisions.

The Broker should provide an electronic/web-based claims management system, on an as and when required bases. The System should have the following functions, features and capabilities:

- **Maintaining accurate statistics of all losses and provision of such statistics as in when required.**
- **Aggregate calculations (Self Insured portion)**
- **Draw ad hoc reports**
- **Export of data to excel**
- **Access financials**

- **Provide claims reports (weekly, monthly quarterly etc.)**
- **The system should have the ability to send email notification once a claim is lodged.**

6.7 Management Reporting

- **Provide a Weekly, Monthly and Quarterly Management Report**
- **Weekly report must be submitted every Monday of claims history of the past week.**
- **Monthly report must be submitted first week of the following month.**
- **Quarterly report must be submitted the within the week of the month of the next Financial Quarter.**
- **The report must consist of the following: Per Motor and Non-Motor claim type, per insurance year, per department, per incident date, per reporting date, per peril, per claim type, /event per description of the incident, per place of incident, per claim cost, per employee involved in incident.**
- **The report should also be per number of claims administrated per employee in the Risk Financing Division to track the flow and identify bottlenecks and problem claims per employee.**

6.8 Insurance Surveys

- i. **The Broker will provide a risk assessments and review of the Cities risk prolife at the inception of the contract as well as the conclusion of the contract, to ensure that the municipality has sufficient insurance coverage and that all risks are minimised.**
- ii. **The service outline must include, inter alia, the following services:**
 - **Property loss fire risk surveys**
 - **Annual evaluations of physical risk and risk control conditions at City of Ekurhuleni's key locations.**
 - **Collate information required for risks and identify and quantify MPL and EML scenarios.**
 - **Scoping of the risk exposure and advice on the best solution on each area.**
 - **Advise on cost effective and efficient cover for such exposures.**

6.9 Insurable Assets Verification

- **The Broker must conduct insurable asset verification on inception of the contract.**
- **An insurable asset register must be compiled as well as an asset risk profile, to recommend the insured and uninsured risk.**
- **The Broker must recommend the balance of the underinsured risks as well as the over insured risk.**

6.10 Vehicle declarations (Motor)

- Asset additions submitted to the insurer during the year must immediately be added to the insurance portfolio. The municipality will not be held accountable for uninsured assets/vehicle should the portfolio not be updated accordingly.
- The Broker must confirm in writing within 24 hours after the ad-hoc vehicle declaration was received from CoE that the applicable insurance cover has been arranged.
- The Broker to update the data base and indicate the additional premium as and when ad-hoc vehicles have been declared and submit with the confirmation of insurance cover.

Contractors All Risk and Contractors Liability Declarations (Non-Motor):

- The Broker to compile and submit a Contractors All Risk and Contractors Liability contract data base based on the annual declaration of the Capital Budget on 1 July annually.
- The Broker to update the data base as and when the Contractors All Risk and Contractors Liability contracts are declared to the Broker.
- The Broker to provide forms for the declaration, extension and completion of Contractors All Risk and Contractors Liability contracts to CoE.
- The Broker must inform CoE if the declaration of a specific contract will exceed the maximum contract amount and/or period insured by the insurer.
- The Broker must insure the assets with the applicable Insurer(s) of the CoE upon receipt of the Completion Form per contract and provide confirmation of insurance cover in writing within 5 (five) working days.
- Provision of advice on insurance indemnity clauses of contracts/agreements with suppliers/customers/Brokers etc
- Provision of insurance certificate for CoE Events

Ad-hoc asset declarations (Non-Motor)

- Asset additions submitted to the insurer during the year must immediately be added to the insurance portfolio. The municipality will not be held accountable for uninsured assets/vehicle should the portfolio not be updated accordingly.
- The Broker must confirm in writing within 24 hours after the ad-hoc asset declaration was received from CoE that the applicable insurance cover has been arranged.
- The Broker to update the data base and indicate the additional premium as and when ad-hoc assets have been declared and submit with the confirmation of insurance cover.

6.11 General advice and administration

The Broker is expected to undertake the following services:

- a) In respect of Insurance and Risk Management issues
 - Advise on pure risk related standards and processes
 - Review and advise on risk finance for generally uninsurable risks
 - Perform benchmarking exercises against companies similar to City of Ekurhuleni on cover, limits and deductibles.
 - Analysis of claims data and trends identifications
 - Providing advice and innovative solutions on insurance structures and programs
 - Provide advice and guidance on Alternative Risk Transfer through insurance markets, captives and capital markets.
 - Provision of advice on insurance indemnity clauses of contracts/agreements with suppliers/customers/Brokers etc
- b) In respect of Insurance Policies, the Broker will:
 - At the conclusion of each renewal, meet with Risk Financing Division and present a summary of cover.
 - Provide on-going and specific advice as to the extent of policy coverage, highlighting the potential impact of, in particular, policy exclusions, coverage gaps, and claims triggers.
 - Act upon notifications of amendments required by City of Ekurhuleni
 - Assist City of Ekurhuleni to make the appropriate policy declarations to insurers.
 - Ensure legal compliance with local insurance regulations and legislation.
- c) The Broker will provide to City of Ekurhuleni:
 - General insurance market advice including insurance market developments, topics of interest and, upon City of Ekurhuleni's request, the Broker's view of the financial security and service standards of insurers underwriting City of Ekurhuleni's insurance policies.
 - Draft minutes of all meetings attended with City of Ekurhuleni and circulate the minutes within 3 [Three] working days of the relevant meeting.
 - Provide a schedule of insured, uninsured and uninsurable risks.
- d) The Broker will attend the following meetings: mid-term and annual service reviews, monthly operational reviews, pre-renewal, post renewal and ad hoc meetings, monthly planned meetings and weekly claims monitoring meetings with Risk & Legal Services Department.

6.12 Mid-term amendments and Additional Services

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

The Broker shall render its Insurance Broking Services for the following City of Ekurhuleni Insurance Policies.

6. CITY OF EKURHULENI (CoE) PROFILE

City of Ekurhuleni was established during December 2000. It is spread over 15.6% of Gauteng's land mass, houses 5.4% of the country's population and 29% of Gauteng's population. Ekurhuleni contributes approximately 21% to the total economic output of Gauteng Province which makes it a popular area to work and reside in. Migration into the area is a key challenge which has resulted in an exceptionally densely populated area (1492 people per sq km compared to 587 per sq. km for Gauteng and 40 per sq. km nationally)

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

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

Enquiries must be directed Mr. Santie Thaba at Santie.thaba@ekurhuleni.gov.za.

Insured	:	CITY OF EKURHULENI
Description of business	:	Local Government activities and provision of services to communities, local authorities, property owners, developers and any other activities undertaken by the insured.
Policy date	:	01 July 2026
Long Term Agreement	:	For a period from date of award until 30 June 2029.

7. INSURANCE POLICIES AND LIMIT OF INDEMNITY

MOTOR

POLICY TYPE / SECTION	INSURED PROPERTY / EVENTS	INSURED LIMITS
SASRIA		Actual Loss
MOTOR FLEET		Retail Value

NON- MOTOR

POLICY TYPE / SECTION	INSURED PROPERTY / EVENTS	INSURED LIMITS
A. ASSETS ALL RISK SECTION	Loss or damage to assets	R1,5 Billion PD/BI combined
1. PROPERTY DAMAGE	Loss Limit	Declared value: R102 092 060 285,40
B. PUBLIC LIABILITY		R 100 000 000
C. DIRECTORS AND OFFICERS		R 20 000 000
D. COMMERCIAL CRIME	Blanket basis ±19 107 employees	R 20 000 000
E. CONTINGENT CONSTRUCTION ALL RISKS POLICY Public Liability Construction All Risk Professional Indemnity		R100 000 000
SASRIA		Actual Loss
Cyber Crime		N/A
Pollution		N/A
Medical Malpractice		N/A
Other		

General liability information (Non-Motor)	
Total employees	±19 107
Practitioners and medical officers' malpractice	Doctors, nurses, paramedics and /or any other employee registered as a medical officer or related practitioner with HPSCA.
Municipal Policing	Total metro police officers
Directors and Officers	Boards of Entities, Risk Committee, Audit Committee
Directors & Officers liability	Management levels

8. MOTOR FLEET**MOTOR**

Vehicle Type	Fleet Value
Motor Vehicles	R 286 868 021.35
Motorcycles	R 4 966 567.87
Tractors	R 115 334 999.59
Trucks and Bakkies	R 1 572 418 764.56
Trailers	R 19 654 774.98
Buses	R 447 487 577.75
Fire Engines	R 262 666 593.38
Graders	R 59 734 353.54
TOTAL	R 2 769 131 653.02

9. CLAIMS HISTORY**MOTOR**

Year	Number of Claims	Motor Fleet
2021-FIY	658	R13 218 447,70
2122-FIY	437	R12 524 686,75
2223-FIY	467	R22 038 664,39
2324-FIY	183	R3 110 015,75
2425-FIY	241	R6 125 734,56
2526-FIY	190	R3 634 577,72
Grand Total	2176	R60 652 126,87

10. ASSET PER CATEGORY

NON- MOTOR

Description	Sum Insured 2025	Sum Insured 2026
Fixed Assets	R 47 010 904 389.25	R 49 361 449 608,71
Electrical Infrastructure	R 20 452 018 528.70	R 21 474 619 455,14
Sanitation	R 959 042 531.05	R 1 006 994 657,60
Goods in the Open	R 650 532 589.95	R 683 059 219,45
Housing	R 11 655 614 140.60	R 12 238 394 847,63
Reservoirs	R 2 077 399 515.15	R 2 181 269 490,91
Water Infrastructure	R 6 117 703 797.95	R 6 423 588 987,85
Roads	R 201 932 815.95	R 212 029 456,75
Heritage Assets	R 21 246 262.65	R 22 308 575,78
ICT Infrastructure	R 138 000 000.00	R 144 900 000,00
Movables	R 11 352 915 714.15	R 11 920 561 499,86
TOTAL	R 100 637 310 285,40	R 105 669 175 799,67

11. CLAIMS HISTORY

NON- MOTOR

Year	Group Personal Accident	Property Damage Section	Public Liability Policy
2021-FIY	8	228	625
2122-FIY	25	212	661
2223-FIY	13	187	792
2324-FIY	15	111	527
2425-FIY	16	57	485
2526-FIY	15	55	340
Grand Total	92	850	3430

Year	Group Personal Accident	Property Damage Section	Public Liability Policy
2021-FIY	R2 875 268,00	R36 492 214,88	R191 728 900,46
2122-FIY	R13 281 354,74	R16 812 157,47	R154 618 843,06
2223-FIY	R3 205 000,00	R112 409 026,16	R103 999 799,67
2324-FIY	R10 154 556,57	R32 594 192,91	R276 638 152,01
2425-FIY	R11 442 119,94	R9 017 000,50	R159 346 331,29
2526-FIY	R12 152 906,00	R33 013 013,12	R626 889 128,42
Grand Total	R53 111 205,25	R240 337 605,04	R1 513 221 154,91

Note: There are no claims for the following insurance policies:

- Directors and Officers Liability Policy
- Commercial Crime (There has been few incidents but did not materialise to claims)
- Construction All Risks (There has been few incidents but did not materialise to claims)
- SASRIA claims are included under the Assets All Risk and Business Interruption.

NAME OF BIDDING ENTITY

FORM “J”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD
FROM DATE OF AWARD UNTIL 30 JUNE 2029**

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality’s specification, in all respects, **except as stated hereunder;**

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AUTHORISED PERSON’S SIGNATURE

DATE

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “K”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 11-2026

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD
FROM DATE OF AWARD UNTIL 30 JUNE 2029.**

SCHEDULE OF PRICES (MOTOR)

IMPORTANT NOTES WITH REGARDS TO PRICING:

- Prospective bidders' attention is drawn to the fact that this is a technical capabilities evaluation and not as yet an insurance premium but broker fee pricing proposal.
- It will be required from the appointed Short Term Insurance Brokers to obtain an insurance premium based on the Insurance Portfolio of the City of Ekurhuleni in the local and/or international insurance market. Proposals made to the City of Ekurhuleni should be based on the most cost-effective placement of the insurance portfolio in the insurance market, taking into serious consideration the limitation of financial risk exposure.
- Cognizance should be taken that the appointed Short Term Insurance Broker will not be allowed to increase their fee and insurance premium in year 2 (two) and 3 (three) with more than the CPIx, unless substantiating proof from the quotations received from the insurers reflect a hardening insurance market based on valid known claims incidents. Quotations received by the Short-Term Insurance Broker from the insurers must annually with renewal be made available to City of Ekurhuleni for scrutiny and approval by the Chief Risk Officer (CRO) or Head of Department (HOD).

PERIOD 1

FROM 01 JULY 2026 UNTIL 30 JUNE 2027 (PRICING MUST BE FIXED FOR THIS PERIOD)

DESCRIPTION	BROKER FEE (VAT EXCLUDED)
PLACEMENT- BROKING RISK PLACEMENT ANNUALLY	
CONTRACT MANAGEMENT SERVICE (REPORTING) ANNUALLY	
FORMULATING RISK FINANCE AND PORTFOLIO STRUCTURING ANNUALLY	
UNDERWRITING RISK SURVEYS	
CLAIMS VALUE CHAIN MANAGEMENT ANNUALLY	
ADMINISTRATIVE AND OPERATIONS SERVICES ANNUALLY	

PERIOD 2**FROM 01 JULY 2027 UNTIL 30 JUNE 2028 (PRICING MUST BE FIXED FOR THIS PERIOD)**

DESCRIPTION	BROKER FEE (VAT EXCLUDED)
PLACEMENT- BROKING RISK PLACEMENT ANNUALLY	
CONTRACT MANAGEMENT SERVICE (REPORTING) ANNUALLY	
FORMULATING RISK FINANCE AND PORTFOLIO STRUCTURING ANNUALLY	
UNDERWRITING RISK SURVEYS	
CLAIMS VALUE CHAIN MANAGEMENT ANNUALLY	
ADMINISTRATIVE AND OPERATIONS SERVICES ANNUALLY	

PERIOD 3**FROM 01 JULY 2028 UNTIL 30 JUNE 2029 (PRICING MUST BE FIXED FOR THIS PERIOD)**

DESCRIPTION	BROKER FEE (VAT EXCLUDED)
PLACEMENT- BROKING RISK PLACEMENT ANNUALLY	
CONTRACT MANAGEMENT SERVICE (REPORTING) ANNUALLY	
FORMULATING RISK FINANCE AND PORTFOLIO STRUCTURING ANNUALLY	
UNDERWRITING RISK SURVEYS	
CLAIMS VALUE CHAIN MANAGEMENT ANNUALLY	
ADMINISTRATIVE AND OPERATIONS SERVICES ANNUALLY	

SUMMARY OF PRICING

TOTAL OF ALL SECTIONS (VAT EXCLUDED) PERIOD 01	
TOTAL OF ALL SECTIONS (VAT EXCLUDED) PERIOD 02	
TOTAL OF ALL SECTIONS (VAT EXCLUDED) PERIOD 03	
TOTAL OF ALL SECTIONS (VAT EXCLUDED)	
SUB-TOTAL	
GRAND TOTAL	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “K”

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 11-2026

**THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE PERIOD
FROM DATE OF AWARD UNTIL 30 JUNE 2029.**

SCHEDULE OF PRICES (NON-MOTOR)

IMPORTANT NOTES WITH REGARDS TO PRICING:

- Prospective bidders' attention is drawn to the fact that this is a technical capabilities evaluation and not as yet an insurance premium but broker fee pricing proposal.
- It will be required from the appointed Short Term Insurance Brokers to obtain an insurance premium based on the Insurance Portfolio of the City of Ekurhuleni in the local and/or international insurance market. Proposals made to the City of Ekurhuleni should be based on the most cost-effective placement of the insurance portfolio in the insurance market, taking into serious consideration the limitation of financial risk exposure.
- Cognizance should be taken that the appointed Short Term Insurance Broker will not be allowed to increase their fee and insurance premium in year 2 (two) and 3 (three) with more than the CPIx, unless substantiating proof from the quotations received from the insurers reflect a hardening insurance market based on valid known claims incidents. Quotations received by the Short-Term Insurance Broker from the insurers must annually with renewal be made available to City of Ekurhuleni Metropolitan for scrutiny and approval by the Chief Risk Officer (CRO) or Head of Department (HOD).

PERIOD 1

FROM 01 JULY 2026 UNTIL 30 JUNE 2027 (PRICING MUST BE FIXED FOR THIS PERIOD)

DESCRIPTION	BROKER FEE (VAT EXCLUDED)
PLACEMENT- BROKING RISK PLACEMENT ANNUALLY	
CONTRACT MANAGEMENT SERVICE (REPORTING) ANNUALLY	
FORMULATING RISK FINANCE AND PORTFOLIO STRUCTURING ANNUALLY	
UNDERWRITING RISK SURVEYS	
CLAIMS VALUE CHAIN MANAGEMENT ANNUALLY	
ADMINISTRATIVE AND OPERATIONS SERVICES ANNUALLY	

PERIOD 2**FROM 01 JULY 2027 UNTIL 30 JUNE 2028 (PRICING MUST BE FIXED FOR THIS PERIOD)**

DESCRIPTION	BROKER FEE (VAT EXCLUDED)
PLACEMENT- BROKING RISK PLACEMENT ANNUALLY	
CONTRACT MANAGEMENT SERVICE (REPORTING) ANNUALLY	
FORMULATING RISK FINANCE AND PORTFOLIO STRUCTURING ANNUALLY	
UNDERWRITING RISK SURVEYS	
CLAIMS VALUE CHAIN MANAGEMENT ANNUALLY	
ADMINISTRATIVE AND OPERATIONS SERVICES ANNUALLY	

PERIOD 3**FROM 01 JULY 2028 UNTIL 30 JUNE 2029 (PRICING MUST BE FIXED FOR THIS PERIOD)**

DESCRIPTION	BROKER FEE (VAT EXCLUDED)
PLACEMENT- BROKING RISK PLACEMENT ANNUALLY	
CONTRACT MANAGEMENT SERVICE (REPORTING) ANNUALLY	
FORMULATING RISK FINANCE AND PORTFOLIO STRUCTURING ANNUALLY	
UNDERWRITING RISK SURVEYS	
CLAIMS VALUE CHAIN MANAGEMENT ANNUALLY	
ADMINISTRATIVE AND OPERATIONS SERVICES ANNUALLY	

SUMMARY OF PRICING

TOTAL OF ALL SECTIONS (VAT EXCLUDED) PERIOD 01	
TOTAL OF ALL SECTIONS (VAT EXCLUDED) PERIOD 02	
TOTAL OF ALL SECTIONS (VAT EXCLUDED) PERIOD 03	
TOTAL OF ALL SECTIONS (VAT EXCLUDED)	
SUB-TOTAL	
GRAND TOTAL	

PLEASE NOTE:

- **THIS BID WILL BE AWARDED PER CATEGORY.**
- **IT IS COE'S INTENTION TO AWARD THIS BID TO A MAXIMUM OF (02) TWO BIDDERS, (01) ONE BIDDER PER CATEGORY.**
- **IN CASES WHERE IT IS NOT POSSIBLE TO AWARD PER CATEGORY (DUE TO THE NUMBER OF ACCEPTABLE BIDDERS), THEN ONE BIDDER MAY BE AWARDED BOTH CATEGORIES.**
- **ALL ACCEPTABLE BIDDERS BELOW THE MARKET WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL ACCEPTABLE BIDDERS ABOVE THE MARKET MAY BE OFFERED UNIFORM RATES WHICH ARE DEEMED TO BE MARKET-RELATED AS DEFINED BY THE INDUSTRY.**

CONSUMER PRICE INDEX

- **PERIOD ONE (01):** BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID
- **PERIOD TWO (02):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD ONE (01).
- **PERIOD THREE (03):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD TWO (02).

PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION

Bidders who are not Vat registered will be required to comply in line with Value Added Tax Act.

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

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

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

FORM “L”

CITY OF EKURHULENI GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
- 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 activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
- 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 “Dumping” occurs when a private enterprise abroad markets 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.
- 1.10 “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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.11 “GCC” means the General Conditions of Contract.
- 1.12 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.13 “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.

- 1.14 “Local content” means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.
- 1.15 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.16 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.17 “Purchaser” means the organization purchasing the goods.
- 1.18 “Republic” means the Republic of South Africa.
- 1.19 “SCC” means the Special Conditions of Contract.
- 1.20 “SCM” means Supply Chain Management.
- 1.21 “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.
- 1.22 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.23 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media, the municipality/municipal entity website and the eTender Publication Portal.

4. Standards

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.

- 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 and Copyright

- 6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in 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 performance security in 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 warranty obligations, unless otherwise specified.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 of GCC.

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, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**
Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
11. **Insurance**
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.
12. **Transportation**
Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. **Incidental Services**
13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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;
 - (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 or services, shall be agreed upon in advance by the parties before it is provided and shall not exceed the prevailing rates charged to other parties by the supplier for similar goods or services.
14. **Spare parts**
14.1 As specified, 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.
- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
 - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
 - An original cancelled cheque (if applicable)
 - An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.
- 16.5 Payment will be made in Rand unless otherwise stipulated.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. **Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. **Assignment**

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**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. 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 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 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 without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 its other rights, be entitled to claim damages from the supplier.

22. Penalties

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 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 judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

23.2 In the event that the purchaser lawfully 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 lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends to have a restriction imposed on the 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 supplier as having no objection and proceed to cause the supplier to be restricted?

23.5 Any restriction imposed on any person will 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 purchaser actively associated.

23.6 If the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:

- (i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and

- (ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.

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. 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. Antidumping and countervailing duties and rights

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 Purchaser 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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

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

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

- "50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –

- (a) to assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
 - (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
 - (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

28. **Governing language**

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.

29. **Applicable law**

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

29.1 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

29.2 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.

30. **Taxes and duties**

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

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

- 30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
31. **Transfer of contracts**
The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
32. **Amendment of contracts**
No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
33. **Prohibition of restrictive practices**
- 33.1 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.
- 33.2 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 imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Tribunal 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.

FORM "M"

CITY OF EKURHULENI

SPECIAL CONDITIONS AND UNDERTAKINGS:

- 1 1.1 DEFINITIONS:
 - 1.1.1 "Accounting Officer" in relation to the Municipality, means the Municipal Manager
 - 1.1.2 *"Bid"* means an offer to supply goods and/or services to the COE at a specified price or rate;
 - 1.1.3 *"Bidder"* means any person offering to supply goods and/or services to the COE;
 - 1.1.4 *"CCC"* shall mean Customer Care Centre
 - 1.1.5 *"CM"* shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
 - 1.1.6 *"Contractor(s)"* means the bidder whose bid has been accepted by the COE;
 - 1.1.7 *"ED"* means the *Executive Director* of the Department in the COE responsible for this bid or her/his duly authorised representative;
 - 1.1.8 *"COE" or "Municipality"* shall mean the CITY OF EKURHULENI;
 - 1.1.9 *"Final delivery certificate"* means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
 - 1.1.10 *"Letter of acceptance"* means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;
 - 1.1.11 *"Signature date"* and in relation to any contract, means the date of the letter of acceptance;
 - 1.1.12 *"Termination date"* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;
 - 1.1.13 *"Value added"* means that portion of the bid price not constituting the cost of materials;
 - 1.1.14 *"Warranties"* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.
- 1.2 Interpretation:
 - 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
 - 1.2.2 An expression which denotes-
 - 1.2.2.1 any gender includes the other gender;
 - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
 - 1.2.2.3 the singular includes the plural and vice versa;
 - 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or

- national policy as at the signature date, and as amended or re-enacted from time to time;
- 1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

- 2.1 I/we hereby bid:
- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;
- 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/we agree further that:
- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.
- 2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
- 2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
- 2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;
- 2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
- 2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.

- 2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
- 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:
 - 4.1 SUPPLY CHAIN MANAGEMENT POLICY;
 - 4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

- 5 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**
- 6 **Bid prices must be submitted on the official bid Form "K" – "Schedule of Prices" form, which must be filled in and completed in all respects.**
- 7 Bids must be submitted in sealed envelopes.
- 8 Separate envelopes must be used for each bid invitation.
- 9 The address, bid number and closing date must appear on the front of the envelope.
- 10 The name and address of the Bidder must appear on the back of the envelope.
- 11 **Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**

- 12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**
- 13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.
- 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.
- 13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be *prima facie* evidence of the amounts lawfully owing to the COE.
- 13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.
- 15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.
- 16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.
- 17 **DETAILS OF OFFERS MADE**
- 17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
- 17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.
- 17.3 **ADJUDICATION OF BIDS**
Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.

Form “A” – “Procurement Form”, must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.

18. VARIATIONS AND OMISSIONS

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form “J” – “Variations and Omissions” document.

GENERAL CONTRACTUAL UNDERTAKINGS

19. QUALITY OF GOODS

Notwithstanding anything to the contrary in this agreement:

- 19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
- 19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
- 19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.
- 19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.
- 19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20. INDEMNITY

- 20.1 Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:

20.1.1 be attributable to-

- 20.1.1.1 any liability of the Bidder, whether actual or contingent;
- 20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 20.1.1.2.1 normal taxation;
 - 20.1.1.2.2 value added tax;
 - 20.1.1.2.3 minimum or secondary taxation on companies;
 - 20.1.1.2.4 all other forms of levies or taxation.
- 20.1.1.3 any penalties or interest as a result thereof.

20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;

- 20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a

- consequence of the negligence of the bidder, its employees, members or any persons under its control;
- 20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.
- 21 **POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE**
- 21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-
- 21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,
- 21.1.2 if the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.
- 21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.
- 22 **DELIVERY OF GOODS**
- 22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:
- The Offices of the CITY OF EKURHULENI,
Corner Cross and Roses Streets,
Germiston; or,*
- such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;
- 22.2 Each delivery must be accompanied by a correct delivery note;
- 22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, **clearly stating the contract and order numbers.**
- 22.4 All equipment and material shall be marked with the appropriate contract and order numbers.
- 22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.
- 22.6 Delivery shall be made in accordance with the requirements set out in the contract.
- 22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.
- 23 **RATE OF DELIVERY**
- As and when required, during the period of this contract.
- 24 **FAILURE TO DELIVER GOODS**
- 24.1 In the event-
- 24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or
- 24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or
- 24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

- it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;
- 24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:
- 24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
- 24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
- 24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.
- 24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.
- 24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major*.

25 SURETY

- 25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;
- 25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

- 25.3 Unless otherwise provided for, the security shall be for 0% of the total value of the bided price;
- 25.4 The cost of obtaining any such surety shall be borne by the Bidder;
- 25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
- 25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 **ACCEPTANCE**

- 26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**
- 26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;
- 26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 **PRICE**

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT**.

28 **GOVERNMENT PRICE CONTROL**

- 28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
- 28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
- 28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**
- 28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.**

29 **CONTRACT PRICE ADJUSTMENT**

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the COE will not, under any circumstances, accept for it's account, any increase in the prices bided during the duration of the contract.

30 **PAYMENT**

Payment will be made **within thirty (30) days after goods are supplied and date of invoice**. The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 **PERIOD OF CONTRACT**

This contract is for a period with effect from date of award by the City, until 30 June 2029.

32 **ORDERS FOR REQUIREMENTS**

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 **DISCOUNT**

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 **CONFIDENTIALITY**

34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the foregoing, the following matters:

34.1.1 the contractual and financial arrangements between the COE and other Bidders;

34.1.2 the COE's financial matters;

34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.

34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:

34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;

34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.

34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-

34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;

34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.

34.4 Any action which can be construed as a contravention of the condition referred to in clause

34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

35 **BREACH**

- 35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 **PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 **SEVERABILITY OF THE CONTRACT TERMS**

- 37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;
- 37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.
- 37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 **WAIVER OF RIGHTS**

- 38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;
- 38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;
- 38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 **CESSION OF RIGHTS**

- 39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.

39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.

39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 **DOMICILE & NOTICES**

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE CITY OF EKURHULENI

Physical	-	Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets)
		Germiston 1400 Use entrance at 65 FH Odendaal Street
Fax	-	+27.(0)11.999-7511

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address

.....

.....

Postal Code

Postal Address

.....

.....

Postal Code

Fax Number

40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

- 40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
- 40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
 - 40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 TOTALITY OF AGREEMENT

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 APPLICABLE LAW

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

44 PACKING

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

45 FALSE INFORMATION

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

46 LABOUR CONDITIONS

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE
PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2029

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

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

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.
2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESS:

1

DATE.....

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: PS-RL 01-2027

THE APPOINTMENT OF BROKERS RELATED TO INSURANCE AND RISK SERVICES FOR THE
PERIOD FROM DATE OF AWARD UNTIL 30 JUNE 2029

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE COMPLETED BY THE COE)

1. I..... in my capacity as
..... accept your bid
under reference number.....dated.....for the rendering of
services indicated
hereunder and/or further specified in the annexure(s).
2. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.
3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE.....

OFFICIAL STAMP



WITNESS:

1

DATE.....