WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

TENDER NO: WMM LM 25/11/26/01 PIS

BID DESCRIPTION: PROVISION OF INSURANCE SERVICES FOR 36 MONTHS

ISSUED BY: SUPPLY CHAIN MANAGEMENT OFFICE

WINNIE MADIKIZELA MANDELA MUNICIPALITY

PO BOX 12, MBIZANA,

4800.

NAME OF TENDERER	
ADDRESS	
TELEPHONE NUMBER	
TOTAL BID PRICE	
CSD NUMBER	

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PLEASE NOTE:

- Each page of the tender document and schedules thereto must be initialled by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the Tenderer.

- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.

- Failure to complete all blank or not applicable spaces in the forms and attend to the other details mentioned therein may render the tender not responsive.

(1) DETAILS OF A BIDDER

COMPANY FULL NAME	
COMPANY/ENTERPRISE REGISTRATION NO. OR ID NO.	
POSTAL ADDRESS	
PHYSICAL ADDRESS	
TELEPHONE NO.	
CELL NO. OF CONTACT PERSON	
FAX NO.	
E-MAIL ADDRESS	
CONTACT PERSON	
VAT REGISTRATION NO	

Letter of Consent

Business Name and Address

_____

_____

_____

_____

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we (Name and Surname of Company Representative) _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: _____ Date: _____

Name of the Witness	Signature:	Date
_____	_____	_____

ADVERT

PROJECT NAME	ACCREDITATION	CONTRACT NUMBER	CLOSING DATE AND TIME
1. Provision of Insurance Services for 36 months	Financial Services Provider (FSP) License Certificate	WMM LM 25/11/26/01 PIS	08 January 2027 at 12:00

Bid proposals are hereby invited from suitably service providers who are interested in the above-mentioned project for Winnie Madikizela-Mandela Municipality.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)
Proposals will be evaluated on functionality and preferential points system

Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.
The bids will be evaluated on the **80/20** preferential points system
Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in arrears
- In case of a joint venture, a valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- Annual Financial Statements for three latest financial years

Advert Date: 27 November 2026
Publication: Local/Provincial Newspaper, Municipal Website, e-tender portal.
Closing Date: All tenders must be emailed to tenders.scm@winniemmlm.gov.za by no later than the date and time stated above after which they will be opened. Bidders whose email submissions are password-protected or have an expiry date will not be considered.

The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. Any unsigned alterations in BOQ/Quotation to the tender document shall render the submission invalid. No bids will be accepted from bidders whose income exceeded R2.3 million if such bidder is not registered for VAT or submitted proof that they are in the process of registration.
No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Manager: Assets and Stores, Mr M.Madikizela @(082) 758 2371, email: madikizelam@winniemmlm.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala on (079) 886 0942, email: khalaz@winniemmlm.gov.za during working hours

……
Mr. L. Mahlaka
MUNICIPAL MANAGER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY					
BID NUMBER:	WMMLM 25/11/26/01 PIS	CLOSING DATE:	08/01/2027	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF INSURANCE SERVICES FOR 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS

TENDERS.SCM@WINNIEMMLM.GOV.ZA **for tenders above R300 000 inclusive of VAT**
OR
QUOTES.SCM@WINNIEMMLM.GOV.ZA **for quotations below R300 000 but above R30 000 inclusive of VAT**

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:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	☐ Yes ☐ No		MILITARY VETERAN	☐ Yes ☐ No	

[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]

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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

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

EVALUATION CRITERIA

1.1. Functionality

Bidders must note that a pre-qualification evaluation will be undertaken.

Functionality (100)
Proven capacity to develop Provision of Municipal Insurance and Supporting documentation and reference from relevant authorities must be submitted as part of the evaluation process

CRITERIA	WEIGHT
1. Experience	35
2. Expertise	45
3. Methodology	20

N.B *The minimum of 70 points for qualifying score in the functionality section must be obtained in order to proceed to the next stage of evaluation*

EXPERIENCE [35]

(a) Relevant experience in the provision of public sector insurance services, including contactable references {15}
- 4 or more appointment letters with reference letters 15
- 3 appointment letters with reference letters 10
- 2 appointment letters with reference letters 5

(b) Tenderer must submit a valid Financial Services Provider (FSP) License Certificate {10}
(c) A detailed breakdown of the tender price and the pricing structure for the five-year period. {10}

EXPERTISE [45] (Attach CV's, Academic Records & Certificates)

(a) Relevant expertise in the field of provision of public sector insurance of proposed project leader (Provide CV, certified ID with contactable references of Project leader and certified Qualifications) {15}
- Above 10 years 15
- 5 to 10 years 12
- 3 years 9
- 1-2 years 6
- 0-1 years 3

(b) Qualifications of key personnel to be involved in the administration and management of the Municipal Insurance (Provide CV, certified ID and certified Qualifications) {30}
- Fellowship (FIISA) 30
- Associateship (AIISA) 15
- Licentiateship (LIISA) 5
- General member 3
- IISA student 1

METHODOLOGY: [20]
Process followed when processing claims from the reporting of the incident, documents required, period of accessing the claim, total turnaround time of the claim and pay-out etc. {20} *(no points will be awarded if the minimum requirements as detailed above are not included in the proposal)*

NB: Reference letters and all certified documents must not be older than 3 months.

CONTRACT FORM (TO BE FILLED IN BY WINNIE MADIKIZELA MANDELA MUNICIPALITY)

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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

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

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

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

   NAME (PRINT) …….

WITNESSES

1 ……

2 ……

DATE:……

CAPACITY ……..

SIGNATURE ……..

NAME OF FIRM ……..

DATE ……..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT …… ON ……..

NAME (PRINT) ……..

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DATE:……..

PRICE SCHEDULE

N.B: Winnie Madikizela Mandela Municipality will only accept firm prices. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

PART 1 - Conditions of Bid

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1. GENERAL REQUIREMENTS

1.1 The Council wishes to request a bid for the "**PROVISION OF INSURANCE SERVICES"**

1.2 The bidder is required to furnish full details requested on the bid forms. All prices shall be inclusive of Value Added Tax.

1.3 The bidder is required to include pricing for each of the three years of the contract.

1.4 The bidder is requested to furnish all relevant information not entertained on the form of bids under separate cover which shall form part of the bid.

1.5 All joint ventures must be registered with SARS for VAT purposes, failing which the municipality will not accept the bid

1.6 The claims history and the full municipal asset register may be requested from the contact details provided below.

2. CONTACT PERSON FOR TECHNICAL QUERIES

Name	:	Mr M. Madikizela
Telephone	:	082 758 7942
Email	:	madikizelam@winniemmlm.gov.za

3. TERMS AND CONDITIONS

3.1 Confidentiality

All materials, specifications, service level requirements detailed information and everything else supplied with this request for the bid remains the property of the Winnie Madikizela-Mandela LM and may be recalled if deemed necessary.

3.2 Contractual obligations

The request for bid does not constitute a contract nor does it create an obligation on the part of the Winnie Madikizela-Mandela LM to purchase services, products or equipment from any vendor submitting a bid.

3.3 Response to Questions

Where appropriate, questions should be answered explicitly by providing specific details requested.
Bidders selecting to omit any of the required information or who do not follow the specified format will be disqualified from the bid process.
Should additional information be required by Winnie Madikizela-Mandela LM, bidders may be approached to provide more details, including aspects not specifically covered in this request for bids.

Please ensure that the documentation required is completed in full and signed.

SPECIFICATION

PART 2 – TERMS OF REFERENCE (BID SPECIFICATIONS)

PROVISION OF INSURANCE SERVICES

2. SCOPE

The purpose of this document is to invite proposals from service providers who can provide a reasonable but competitive risk cover in the form of a concise, readable explanation of various insurance covers. The proposed insurance covers must assist WINNIE MADIKIZELA-MANDELA Local Municipality in handling and managing the various risk exposures.

3. BIDDERS RESPONSE

The service provider must submit a proposal on the implementation requirements to provide the Municipality with Insurance Services set out below and provide details of:

a) the time frames required, insurance schedule and programme for implementation of the required insurance services,

b) any additional software (and its costs to the Municipality, if applicable) that the Municipality must supply in order to properly manage the municipal profile and therefore ultimately minimize the risk for the municipality, and

c) training requirements (and its costs to the Municipality, if applicable) for the Municipality's personnel in order to fully adhere to the proposed insurer and the underwriter's requirements thereof.

4. STATISTICAL INFORMATION

The approximate aggregated volumes and values of the Municipality's Asset, Valuation Roll and public liability as at 30 June 2026 are available on request from the municipality.

5. SCOPE AND DELIVERABLES

In relation to the insurance cover the bidder is expected to address the following but not limited to the topics covered in these terms of reference.

5.1. Risk Areas

The service provider will be expected to address the following risk areas and, also, provide reliable information on the following:

(a) **Furniture Equipment and Fittings** - Comprehensive cover for all the Municipal furniture, equipment and fittings

(b) **Stock and Tools –** Provide cover for all stock and tools stored and in-use.

(c) **Buildings including Thatch buildings or structures** – Comprehensive cover for all municipal owned Buildings including Thatch buildings or structures

(d) **Sports and Recreational Facilities** – Comprehensive cover for all municipal owned Sports and Recreational Facilities.

(e) **Infrastructure (Electricity)** - Comprehensive cover for all municipal Infrastructure (Electricity)

(f) **Business All Risk** - Comprehensive cover of assets as per the Municipal Fixed Asset Register (FAR)

(g) **Theft** – Damage to contents of our properties and vehicles, and of loss of our properties and vehicles, as a result of theft accompanied by forceful entry or exit

(h) **Stated benefits (employees) -** 24-hour cover for bodily injury by accident, violent, external, internal and visible means to employees

(i) **Electronic equipment** - Physical loss or damage to property belonging to the Municipality or held by Municipality in trust or on commission for which they are responsible

(j) **Vehicle Fleet and Plants -** Comprehensive cover for all vehicles and plants owned, hired, leased, borrowed or used for the benefit of the municipality. Third party insurance for vehicles and plants.

(k) **Car hire** – 60-day unlimited KM car hire cover (in event of an accident) for 3 municipal vehicles. The category of vehicle should be a seven-seater 4X4 SUV with high ground clearance. The bidder must provide a fuel card and fuel deposit for full reimbursement.

(l) **Roadside assistance** – Roadside assistance for 40 municipal vehicles in case of mechanical breakdown.

(m) **Other Professional Liability** – All damages resulting from any claim for any breach of duty of the insured.

(n) **Glass** - Internal and External Glass (including mirrors)

(o) **Public Liability** - Loss or damage to third party property / injury or death to third parties due to our negligence (the municipality and employees)

- Probable events (any one period)
- Defamation and wrongful arrest
- Errors and Omissions
- Products liability
- Legal Defence Costs
- Personal injury
- Advertising Liability
- Spread of Fire

(p) **Employer's Liability** - Death or bodily injury (Disable) to any person employed under a contract of service and which occurs during hours of work or while he/she is driving for municipal duty in connection with such person's employment.

- Employee's annual basic remuneration for employees working for Municipality, directors and councillors if it happens that he/she loses his or her life while he/she works for the Municipality.

(q) **SASRIA** - Riot and strike, and civil unrest. SASRIA for 64 Councillors should be included.

(r) **Fidelity Guarantee** - Cover against commercial crime / fraud caused by hackers or Municipal employees

(s) **Combined Risk** - Cover against all property constructed of Brick, Stone, Concrete Or Metal on Metal Framework and Roofed with Slate, Tiles, Metal, Concrete, Asbestos Or Thatch

- Cover against fire, lightning, thunderbolts, subterranean fire, explosions, implosions, spontaneous combustion, fermentation, charring, smoke, storm, wind, water, hail or snow, earthquake, earth tremor, aircraft, impact, theft and accidental damage due to sanitary ware

(t) **Support** - One-on-one dedicated Claims Consultant

(u) **Adhoc Advisory** – (a) The insurance broker will be expected to perform continuous review of the CLIENT's risk profile and the area that will be mitigated through insurance. (b) Conduct risk assessment. (c) Advise on cost effective and efficient cover for each area. (d) Scoping of the risk exposure and advise on the best solution on each area.

(v) **Claims** - 30 calendar days turn-around time for outcome of claim from the date of submission of the claim

(w) **Innovations** - Subject to approval by the MM/CFO any other risk items or areas identified by the bidder

5.2. Insurance Portfolio

With regards to placement of Winnie Madikizela-Mandela LM insurance portfolio the appointed service provider will be required to perform the following:

- Advise Winnie Madikizela-Mandela Local Municipality and provide quotations on additional insurance cover that could be reasonable and necessary for Winnie Madikizela-Mandela Local Municipality to take out in an attempt to minimise risks
- Place Winnie Madikizela-Mandela Local Municipality insurance portfolio with the Insurance underwriters not later than the 1 April 2027 and forward a written confirmation together with details.

5.3. Underwriting Administration

The appointed service provider will have the following responsibilities with regards to underwriting administration.

- Provide Winnie Madikizela-Mandela Local Municipality with a quotation on additional cover
- Meet with municipal officials when required by either party involved to discuss or advise on insurance related issues such as cover.
- To have monthly meetings with Winnie Madikizela-Mandela municipal staff to discuss new trends, challenges and cover or premiums.

5.4. Claims Administration

With regards to this, the appointed service provider will be responsible for the following:

- Administer all Winnie Madikizela-Mandela Local Municipality insurance claims (own- or Third-party Claims)
- Liaise with third party and municipal officials with regards to progress of the claim within a Thirty-day cycle from the date the claim was reported.
- Submit an updated report of all claims made by Winnie Madikizela-Mandela Local Municipality and third parties on a monthly basis by no later than the 7th of each month
- Have dedicated personnel to deal with Winnie Madikizela-Mandela municipal claims and offer business advice pertaining to insurance.

5.5. Premiums/ Extensions/ Performance Assessment and Renewals

The appointed service provider will have the following responsibilities with regard to extension/ premiums.

- Assess Winnie Madikizela-Mandela Local Municipality insurance requirements as detailed in the Municipal Asset Management policy
- Collect updated information (Asset Register) from Winnie Madikizela-Mandela Local Municipality to ensure that the municipality assets are adequately insured.
- Negotiate with the insurance underwriters on suitable insurance terms and conditions
- Negotiate with the insurance underwriters on suitable premiums based on the municipal insurance claims file or experience.
- Present factors considered for change in premiums in a meeting scheduled during the time of the contract.

- Any future premium adjustments and/or escalations must be based on a pre-determined formula which must be included in the tender proposals. The bidders must also provide a scenario of how this formula through examples
- Renewal of terms and conditions that are still in line with original tender or contract for the financial years 2026/27, 2027/28, 2028/29 and 2029/30 as per the municipal calendar.
- **Bidders should table their projections on premiums for the three-year period**

5.6. Hand over and closure of Claims

- Upon award of the contract the appointed service provide must with effect from 01 April 2027 take over the administration of all outstanding claims that happened after the 31st of March 2027 but not reported to the previous service provider and those that are still outstanding from the previous service provider as from 01 April 2027.
- Within 30 days after the expiry date of the contract the appointed service provider must finalize all claims reported and that occurred during their term of contract.
- By the 30th of April have a report of all claims and their status pertaining to that financial year for audit purposes.
- By 30th of April 2027 give us a detailed report of all outstanding claims apart from the above points, and a plan on how to finalize them within 30 days.

5.7. Deliverables

- The bidder must hold a regular meeting with the client to discuss, among other things:
    - Market analysis and other pertinent matters
    - Declarations, Uninsured (insurable) risk
    - Non-insurable risks claim
    - Change in Policy requirements
- Bid must be underwritten by an Insurance Company licensed to operate in South Africa

Bidders are requested to quote firm prices or premiums effective from 1 April 2027. Separated prices must be quoted for each of the identified risk areas identified above. The period for which these prices are effective, and the dates of future annual increases must be indicated. Any future increase in these prices, if applicable, during the five-year contract period should be linked to Statistics South Africa CPIX index.
The bidder must advise and clearly indicate the basis on which they will escalate prices in future.
All prices quoted shall be VAT inclusive.

5.8. Validity period requirement

36 Months contract, subject to the above quarterly performance regime and the general conditions of contract (including Special general conditions of contract)

5.9. Special conditions of insurance

- Insured values provided in the proposal is subject to change and cannot be used to prejudice Winnie Madikizela-Mandela Local Municipality.
- No information concerning the tender or award of the tender may be made available by the tenderer to other parties without prior consultation and written approval from Winnie Madikizela-Mandela Local Municipality

- Winnie Madikizela-Mandela Local Municipality reserves the right to terminate the appointment or any part thereof; at any stage of completion should the Municipality decide not to proceed with the project/tender process.
- Should the contract between Winnie Madikizela-Mandela Local Municipality and the service provider be terminated by either party due to reasons not attributed to the service provider, the service provider will be remunerated for the appropriate cover received for the specific months.
- The service provider will also be expected to refund the municipality any monies paid should the contract between Winnie Madikizela-Mandela Local Municipality and the service provider be terminated by either party due to reasons not attributed to Winnie Madikizela-Mandela Local Municipality.

5.10. Excess guideline

- To ensure comparative pricing, the excess structure should be based on the maximum limits provided below:

COMBINED	EXCESSES
All Transformers / Electrical / Reticulation claims: Unless otherwise specified	
Refer Below	
i) Sub-stations / Power Stations	10% of claim min R500 000
ii) Mini-Substations	10% of claim min R250 000
iii) Pole Transformers	15% of claim min R15 000
iv) Low voltage network reticulation between 10V to 400V	25% of claim min R25 000
v) Buildings at all Reticulation Centers:	10% of claim min 100 000
All Other Claims: (Unless specifically defined)	10% minimum R 10 000 of each and every gross claim
High Mast Lights	15% minimum R 20 000 of each and every gross claim
Sport Stadiums (Spraylights, Highmast Lightning, etc)	20% minimum R 50 000 of each and every gross claim
Generators (Fixed) -From Vehicles	20% minimum R 25 000 of each and every gross claim
Fire as direct result of Arson	25% minimum R 200 000 of each and every gross claim
Geyser	10% of claim minimum R1000
Loss or damage to retaining walls	10% of claim minimum R2 500
Parked vehicles:	R100,000 of each and every gross claim
Malicious Damage / Theft	25% minimum R 350 000 of each and every gross claim
Theft of cables and electrical conductors	10% minimum R 350,000 of each and every gross claim
Vehicles Whilst Parked	20% of claim, minimum R100 000
Traffic signs, lights, parking meters and lampposts (if stated to be included)	10% minimum R 25 000 of each and every gross claim
Unoccupied buildings (First 4 weeks of unoccupation) after 4 weeks cover is cancelled	25% minimum R 10 000.00 each and every gross claim
HOUSEOWNERS	
(a) Council Residential buildings hostels and flats	5% of Gross claim min R 5000 of each and every dwelling unit
(b) All other Residential properties	5% of Gross claim min R 5 000 of each and every dwelling unit
(c) Malicious Damage - For All Residential Houses	20% of Gross claim min R 25 000 of each and every dwelling unit
(d) Subsidence & Landslip - iro Residential property	5% of Gross claim min R 10 000 of each and every dwelling unit
BUSINESS INTERRUPTION	As per Combined section
OFFICE CONTENTS	
Contents	5% minimum R5000 of each and every gross claim
Personal Property of the Councillors /Employees	R1 500 of each and every gross claim
Locks and keys	R500 of each and every gross claim
Theft or burglary	10% of claim minimum R1 500

	maximum R25 000
ACCOUNTS RECEIVABLE	R2,500 of each and every gross claim
BUSINESS ALL RISKS	
All items as per schedule	10% minimum R2,500 of each and every gross claim
Cellphones	10% minimum R1 000 of each and every gross claim
Laptops	10% of each and every gross claim minimum R2,500
Tablets / Ipads	15% of each and every gross claim minimum R2,500
Portable Toilets	25% of each and every gross claim minimum R50 000
Smart meters	15% of each and every gross claim minimum R10 00
Fire Fighting Equipements	R500 of each and every item
Employees Personnal Effects	R850 of each and every gross claim
Locks and keys	R500 of each and every gross claim
GLASS	R2,500 of each and every gross claim
THEFT	
All other claims	10% minimum R5,000 of each and every gross claim
Goods in the Open	25% minimum R 50,000 of each and every gross claim
Locks and keys	R500 of each and every gross claim
MONEY	
Loss or damage to money as a result of dishonest employee/conuncillor	Fidelity Guarantee excess applies
All other claims	10% minimum R2,500 of each and every gross claim
FIDELITY GUARANTEE	15% of sum insured plus 15% of nett claim
GOODS IN TRANSIT	
Basic excess	10% of claim minimum R1 000
Accumulative to basic excess:	
Losses following hijack	20% of claim minimum R2 000
Debris removal	10% of claim minimum R2 000
ACCIDENTAL DAMAGE	
Indemnity limit up to R500 000	10% minimum R 2 500.00 of each and every gross claim
Indemnity limit R500 001 and up 10% of claim minimum R2 500	15% minimum R 5 500.00 of each and every gross claim
Defined events	5% of claim minimum R1000
GROUP PERSONAL ACCIDENT	
Medical Expense	R500 of each and every gross claim
TTD	7 Day time excess

STATED BENEFITS	
Medical Expense	R500 of each and every gross claim
TTD	7 Day time excess
ELECTRONIC EQUIPMENT	
Increase in Cost of Working	24 Hours time excess
Recostruction of Data	R2,500 of each and every gross claim
Lightning/Power surge	10% of each and every gross claim minimum R5,000
Cellphones	10% minimum R1 000 of each and every gross claim
Tablets / Ipads	15% of each and every gross claim minimum R2,500
Laptops	10% of each and every gross claim minimum R2,500
Any other loss	5% minimum R2,500 of each and every gross claim
MACHINERY BREAKDOWN	
Increase in Cost of Working	24 Hours time excess
Any other loss	10% minimum R150,000 of each and every gross claim
Loss of Profit following Machinery Breakdown	
Basic excess all claims	5% of claim minimum R1 000
Time excess:	24 Hours
All Transformers / Electrical / Reticulation claims:	10% minimum R 300 000.00 each and every claim
LIABILITIES	
All Claims	R 25,000 of gross claim each and every occurrence
Products Liability	10% of claim, min R50 000
Errors & Omissions	10% of claim, min R10 000
Wrongful Arrest /Defamation	10% of claim, min R2 500
Employers Liability	10% of claim, min R2 500
Legal Defence Costs	10% of claim, min R2 500
Potholes	R100,000 of each and every gross claim
Spread of Fire	10% of claim, min R100 000
Man Hole	R250,000 of each and every gross claim
Motor Third Party Liability - Any other	R25,000 of gross claim each and every occurrence
Motor Third Party Liability - Private & Commercial upto 3500 Kg gvm	R5,000 of gross claim each and every occurrence
MOTOR FLEET	
Private type Vehicles, LDV`s (windscreens)	25% minimum R500 of each and every gross claim
Special Types, Fire Engines & Commercial Trucks (windscreens)	25% of each and every gross claim min R 3 500
Passenger Cars, LDVs & Minibuses (18 seater and less)	

- Vehicles valued up to R100,000	5% of each and every gross claim min R 3,500
- Vehicles valued between R100,001 and R500 000	10% of each and every gross claim min R 5,000
- Vehicles valued above R500 001	10% of each and every gross claim min R 7,500
Trucks & Mechanical Horses (Vehicles with a Gross Vehicle Mass of	
over 3,500kg, Buses (19 seater and more)	
- Vehicles valued up to R200,000	10% of the claim with a minimum of R7,500
- Vehicles valued between R200,000 and R499,000	10% of the claim with a minimum of R15,000
- Vehicles valued Between R500,000 and R1 000 000	10% of the claim with a minimum of R30,000
- Vehicles valued above R1 000 000	10% of the claim with a minimum of R50,000
Special types & fire engines	20% of claim minimum R 35 000
Special Types i.e. road making and construction machinery/vehicles, refuse removal vehicles, street sweepers, etc	20% of claim minimum R 50 000
Tractors, Harvesters & Other Agricultural Equipment	
- Vehicles valued up to R200,000	10% of the claim with a minimum of R10 000
- Vehicles valued above R200,000	10% of the claim with a minimum of R 25 000
Trailers, Lawnmowers	10% of each and every gross claim min R2500
Loss of keys	R 750 each and every claim
Motor Cycles	10% of each and every gross claim min R2500
Theft/Hi-Jack	additional 30% of value if not fitted with a tracking devise

CONDITIONS OF TENDER

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLYADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON- ESPONSIVE.

7.1 No tender will be considered unless emailed to Winnie Madikizela-Mandela Municipality on tenders.scm@winniemmlm.gov.za

7.2 Any portion of the tender document not completed will be interpreted as an incomplete submission. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender documentmay result in the tender being declared non-responsive.

7.3 The municipality reserves the right to accept:

7.3.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;

7.3.2 a tender which is not substantially or materially different from the tender Specification.

7.4 The municipality shall not consider tenders that are received after the closing date and time for such a tender.

7.5 The municipality will not be held responsible for any expenses incurred by Tenderers in preparingand submitting tenders.

7.6 The municipality may, after the closing date, request additional information or clarification oftenders in writing.

7.7 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Suchwithdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.

7.8 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.

7.9 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except forthe instance as indicated above where the employer needs to have amendments to the quotation.

7.10 Resolutions and Authorities

A tender submitted:

7.10.1 by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{(16) Authority to Sign Bid Document to be submitted};**

7.10.2 by a registered close corporation may not be considered unless accompanied by written authorityfrom all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **{(16)**

Authority to Sign Bid Document to be submitted};

7.10.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf.

7.11 Partnerships/Consortiums/Joint Ventures

In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/jointventure agreement must be submitted with the tender document.

7.12 Validity Period

7.12.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for ***a period of 90 days*** from the closing date or for such extended period as may beapplicable.

7.12.2 The tender amount will not be amended during the aforesaid validity period.

7.12.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend suchperiod. Any such extension shall be agreed to by a bidder in writing.

7.12.4 Bidders who fail to respond to such a request before the validity of their tender expires, or whodecline such a request shall not be considered further in the evaluation process.

7.12.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity periodof the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 6.8 above will apply to such withdrawal.

7.13 Unauthorized alterations and additions in the nature of statement of interpretation of this biddocument must be avoided. If any such amendments are made or if the bid document is notproperly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must becleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.

7.14 Tax clearance

7.14.1 No award shall be made to a person whose tax matters have not been declared to be in order bythe South African Revenue Service (SARS).

7.14.2 Tenderers are therefore required to obtain a valid Tax Verification PIN from the local SARSoffice where such Tenderer is registered for income tax/VAT purposes.

7.15 The municipality will publish the results of this bid on the municipal website.

General Conditions of Contract

NOTES:

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government Bids,contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all partiesinvolved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculinealso mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all Bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately forevery Bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the tender documents for the receiptof Tenders.

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

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

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

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidizedby 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 recognizednew product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

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

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

1.12 " Force majeure" means an event beyond the control of the supplier and not involving thesupplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier

1.16 is required to supply to the purchaser under the contract.

1.17 “Imported content” means that portion of the tender 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, plusfreight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.

1.18 “Local content” means that portion of the tender price, which is not included in theimported content provided that local manufacture does take place.

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

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

1.21 “Project site,” where applicable, means the place indicated in tender documents.

1.22 “Purchaser” means the organization purchasing the goods.

1.23 “Republic” means the Republic of South Africa.

1.24 “SCC” means the Special Conditions of Contract.

1.25 “Services” means those functional services ancillaries 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 andother such obligations of the supplier covered under the contract.

1.26 “Supplier” means the successful bidder who is awarded the contract to maintain andadminister the required and specified service(s) to the State.

1.27 “Tort” means in breach of contract.

1.28 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / servicerequired by the contract.

1.29 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanicalwriting.

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders 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 tender 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 specialconditions shall apply.

3. General

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

3.2 Invitations to Tender are usually published in locally distributed news media and on the Winnie Madikizela Mandela Municipality website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the tender 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

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

6.2 When a supplier developed documentation / projects for the Winnie Madikizela Mandela Municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Winnie Madikizela Mandela Municipality.

7. Performance security

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

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

7.3 The performance security shall be denominated in the currency of the contract or in a freelyconvertible 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 tenderdocuments or another form acceptable to the purchaser; or 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-tender testing will be for the account of the bidder.

8.2 If it is a Tender 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 tender 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 withthe 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 instructionsordered by the purchaser.

10. Delivery and documents

10.1 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

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

12. Transportation

12.1 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 additionalservices, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the suppliedgoods;

(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 ofthe 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 thesupplier of any warranty obligations under this contract; and

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

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not

exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1.1 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 thepurchaser to procure needed requirements; and

ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, andspecifications 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 costs 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 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 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 thegoods 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

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender 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 accordancewith 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, it's 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 orwithout 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, 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 is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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 his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to itsother remedies under the contract, deduct from the contract price, as a penalty, a sum calculatedon 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 ofdefault 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 engaged in corrupt or fraudulent practicesin competing for or in executing the contract.

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, afterthe 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 supplierto 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, oris 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 liablefor 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 meansfor performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if thesupplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party ofhis intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

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

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,

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

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 except in cases of criminal negligence or wilful misconduct, and in the case of infringementpursuant to Clause 6;

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

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

29. Governing language

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

English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwisespecified.

31. Notices

31.1 Every written acceptance of a Tender 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 Tender or to the address notified later by him in writing and such posting shall bedeemed to be proper service of such notice

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are inorder.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipalservices charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereofwithout the written permission of the purchaser

34. Amendment of contracts

34.1 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 toamend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

35.1 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, isprohibited 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.

35.2 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 mayrefer 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.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of therestrictive practice referred to above, the purchaser may, in addition and without prejudice to anyother 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 businesswith the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

(10) DECLARATION OF INTEREST- STATE EMPLOYEES

MBD 4 DECLARATION OF INTEREST

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

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 bidder or his or her representative:……..

3.2 Identity Number: ……..

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……...

3.4 Company Registration Number: ……..

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ….……

……..

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.……..……..

……

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

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
…….....

3.12 Are any of the company's directors, trustees, managers,

principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
……
……

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

3.13.1 If yes, furnish particulars.
……
……

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

3.14.1 If yes, furnish particulars:

……...

……...

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

……..

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

I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……..

Signature **Date**

…… ……

Capacity **Name of Bidder**

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the **90/10** preference point system.

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

c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	**10**	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……...
Signature

……..
Date

…….
Position

……..
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. takes all reasonable steps to prevent such abuse;

b. rejects 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. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

MBD-9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____that:

(Name of Bidder)

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. 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

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.

TRACK RECORD OF TENDERING ENTITY

The following is a Statement of Work of similar nature recently successfully executed by myself /ourselves: previous letters of appointment need to be attached

Employer	Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Delivered Expected tobe Completed

SIGNATURE: .....……... DATE: .....

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

AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:

Resolution for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if theBidder is a CC)

NAME OF TENDERER:_____

Meeting held at _____

(Place)

On_____(date)

RESOLVED THAT:

1. The Bidder submits a bid to the Winnie Madikizela Mandela Municipality in respect of Bid No: WMM LM 27/10/21/01 PIS Provision of Insurance

2. Mr/Ms_____in his/her capacity as_____and who will signas follows:

_____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondencein connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender.

Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

No	Name	Capacity	Signature
1			
2			
3			
4			
5			

COMPANY REGISTRATION CERTIFICATE

TAX VERIFICATION PIN

COMPANY PROFILE:

RATES CLEARANCE CERTIFICATES

RECENT REPORT OF CENTRAL SUPPLIER DATABASE

ANNEXURE A:

SUMMARY OF MUNICIPAL ASSETS AS AT 31 OCTOBER 2026

ASSET CATEGORY	2026/27 CLOSING BALANCE	2026/27ACCUM CLOSING BALANCE	CLOSING BOOK VALUE 2026/10/31
INFRASTRUCTURE	R 40 728 180,38	R 8 415 759,65	R 32 312 420,73
COMMUNITY ASSETS	R 243 109 252,75	R 50 996 804,67	R 192 112 448,08
BUILDINGS	R 118 949 438,94	R 18 446 053,11	R 100 503 385,83
LAND	R 3 095 139,25	R -	R 3 095 139,25
INVESTMENT PROPERTY	R 57 758 000,48	R -	R 57 758 000,48
HERITAGE ASSETS	R 1 260 799,09	R -	R 1 260 799,09
PLANT & MACHINERY	R 29 020 594,62	R 19 681 641,71	R 9 338 952,91
TRANSPORT ASSET	R 26 661 392,06	R 9 593 059,34	R 17 068 332,72
FURNITURE & FITTINGS	R 37 941 049,88	R 28 140 813,61	R 9 800 236,26
INTANGIBLE ASSETS	R 2 977 377,00	R 2 640 462,21	R 336 914,79
WORK IN PROGRESS	R 99 954 547,00	R -	R 99 954 547,00

ANNEXURE B:

DETAILED SUMMARY OF MUNICIPAL LITIGATIONS AS AT 31 OCTOBER 2026

Matter	Commencement	Case Number	Synopsis	Legal Exposure/ Claim	Attorneys Representing	Progress	Active/Dormant
1. Nofemele Nozuko vs Eskom Holdings and Mbizana LM	2020	36329/20	Claim for damages iro Injury incurred due to cables left unattended by Eskom	R16 000 000.00	Dr Sugudhav Sewpersadh Attorneys	Plaintiff has filed and served their discovery affidavit. First defendant's attorney has filed a notice of substitution of Attorney of Record. Since mandatory mediation proceedings applicable now in Gauteng, awaiting further advice from Plaintiffs attorney regarding mediation, no communication received to date	Active
2. Phililе Vincent Hlongwe and Another vs Mbizana Local Municipality	2018	893/18	Claim for damages iro injury caused as a result of being shot by a municipal employee	R19 673 500	Dr Sugudhav Sewpersadh Attorneys	We are waiting for Applicant to set the matter down.	Active

Matter	Commencement	Case Number	Synopsis	Legal Exposure/ Claim	Attorneys Representing	Progress	Active/Dormant
3. Vuyokazi Tobo vs Mbizana Local Municipality and Another	2019	1612/2019	Claim for damages iro injury caused as a result of being shot by a municipal employee	R2 500 000,00	Dr Sugudhav Sewpersadh Attorneys	Awaiting on Plaintiff for pre-trial conference.	Active
4. WMM LM// Imatu obo Ntozakhe	2024	472/24	Review Application Arbitration Award ELEL 4270-23	R45 6657.70	Dr Sugudhav Sewpersadh Attorneys	Awaiting court date.	Active
5. Enyuka Properties // WMM LM	2023	3534/2023	Summons issued iro an order against the Municipality to render a full account supported by vouchers for electricity & refuse charges relating to ERF 759 for the period August 2010-Sept 2023	Nil	Dr Sugudhav-Sewpersadh Attorneys	We had communicated with Enyuka's attorney to have a round table to reconcile allocated payments and take them through. No response received to regarding the communication.	Active
6. Thembalihle CPA obo Ntshamathe // WMM LM	2024	149/2024	Notice of Motion/ application calling for the applicant and the Municipality to finalise the preparation as well as negotiations and signing of the beneficiation agreement further calling for the respondents to pay	Nil	Dr Sugudhav-Sewpersadh Attorneys	Matter was referred to mediation. Mediation sat on 21 November 2026, mediation collapsed	Part A of the application finalised. Part B is dependent on the outcome of the mediation process.

Matter	Commencement	Case Number	Synopsis	Legal Exposure/ Claim	Attorneys Representing	Progress	Active/Dormant
			compensation				
7. Mthetheleli Ncayiyana& Others// WMM LM	2025	1476/2025	Application (Notice of Motion) iro alleged unlawful deductions on applicants' salaries by the Respondent	R382 122.00	Dr Sugudhav Sewpersadh Attorneys	Part B of the application heard on 26 October 2026, judgement is reserved	Active
8. Mthetheli Ncayiyane & Others // WMM LM	2026	2025/236469	Application calling for the Municipality to pay the Applicants on a grade 4 scale and seeking backpay thereof	Nil	Dr Sugudhav Sewpersadh Attorney	Applicant's Attorney filed their Replying Affidavit late and out of time without asking for condonation	Active
9. WMM LM// AGSA	2026		Review Application 24/25 fy audit opinion		Dr Sugudhav Sewpersadh Attorney	Post resolution taken by Council to make a review application for 24/25 fy audit, the Municipality has been engaging Counsel on the issue/s at dispute. Further dispute resolution by the Portfolio Head of the business unit was done which yielded no results.	Matter Dormant
10. Ukhanyo Infrastructure // Mbizana	2015	830/2015	Claim for monies iro Tender design for construction alleged to be due	Nil	KB Mabanga Inc	Plaintiff keeps on changing attorneys to represent him.	Partly Dormant

Matter	Commencement	Case Number	Synopsis	Legal Exposure/ Claim	Attorneys Representing	Progress	Active/Dormant
Local Municipality			Ukhanyo			On engaging with the attorneys who were appointed to resuscitate the matter obo the Plaintiff when we tender our position the attorneys abandon the matter so there is no significant movement at this stage.	
11. Thunzi JV vs Mbizana Local Municipality	2018	3940/2018	Claim for alleged non-payment of invoice due to Thunzi	R3 569 706.84	KB Mabanga Inc	We await allocation of opposed court date	
12. Njongo Ngalonkulu// Mbizana Local Municipality	2014	3131/14	IOD Claim employee injured whilst changing electric surge arrestor	8 440 000.00	KB Mabanga Inc	We made application to set the matter down to dismiss the claim. We await allocation of date.	Matter is dormant, exploring to set matter down on unopposed in order to dismiss the application
13. Sostarz Construction vs Mbizana Local Municipality	2018	79/2018	Claim iro alleged outstanding balance not paid iro ward 25 Sports Field projects	R101 540.55	KB Mabanga Inc	Court file has been indexed in order to obtain a date for the dismissal of the Plaintiffs Claim. Awaiting court date	Matter is dormant, exploring to set matter down on unopposed in order to dismiss the

Matter	Commencement	Case Number	Synopsis	Legal Exposure/ Claim	Attorneys Representing	Progress	Active/Dormant
							application
14. Camulo Trading cc t/a Eyethu Plant Hire// WMM LM	2024	332/2024	Notice of Motion (Review application) ito the decision to exclude the applicant iro tender WMM LM 0017/ MDG A/R and WMM LM 0018 MZ A/R	Nil	KB Mabanga Inc	Waiting for date on opposed court.	
15. Bongani Dinga// WMM LM	2025	165/2025	Summons issued iro claim for damages – burst tires due to potholes	18 250.00	KB Mabanga Inc	To set the matter down on unopposed court as no response was received subsequent to rule 23(15) notice	
16. WMM LM // D Vumisa & Others	2025		Various applications for court orders- contravention of Notices, land invasions and illegal structures	Nil	KB Mabanga Inc	Matter was argued on 6 October 2026, 9 applications granted in favour of the Municipality. Iro Vumisa, and Sefane we had appointed a land surveyor	Active
17. Innovative wall holdings // WMM LM and Another	2026		Notice of Motion calling for the Respondents (1st& 2nd) to fix the storm water drain on ERF 74	Nil	KB Mabanga Inc	All pleadings have been exchanged. Waiting for court date	Active even though the matter is moot. Possibility that the matter will be dormant
18. M	2025	2025/086219	Notice of Motion iro	Nil	T Madyibi	Applicants'	Active

Matter	Commencement	Case Number	Synopsis	Legal Exposure/ Claim	Attorneys Representing	Progress	Active/Dormant
pumeleleo Myoyo and Another vs WMM LM			of an alleged unfair decision ito s 1 of PAJA - recognition of local leadership of SAMWU		Attorneys	attorneys withdrew as attorneys of record. We have since applied for date to set the matter down, no date has been received to date.	
19. Za mangcobo Pota// Information Officer WMM LM	2025		Notice of Motion iro of an alleged unfair decision ito s 1 of PAJA – Failure by the Municipality to provide the Applicant with access to the reasons why she was not appointed for a job/post as the Registering Authority Cashier	Nil	T Madyibi Attorneys	On 7 October 2026, the matter was argued ad judgement is reserved	Active

PRICING SCHEDULE

PREMIUM SCHEDULE AND INDEX OF COVER

Policy Sections	Y1	Y2	Y3
Combined			
Office Contents			
Business All Risks			
Theft			
Glass			
Fidelity			
Motor Fleet			
Motor Fleet Liability			
Motor vehicles exceeding R 500 000			
Stated Benefits			
Electronic Equipment			
Roadside Assistance			
Public Liability			
Employers Liability			
Municipal Police Liability			
Car hire			
Excess Layer Liability			
Sub total			
SASRIA for councilors			
Total Bid amount			

Policy premium must include commission to the broker including 15% VAT.
All amounts quoted should include VAT where applicable
All items must be priced or indicate where an item does not have separate pricing and already included in another item