



BERGRIVIER MUNICIPALITY/MUNISIPALITEIT

1. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. 8/3/2-2022

SHORT TERM INSURANCE PORTFOLIO FOR THE PERIOD 01 JULY 2022 TILL 30 JUNE 2025

Bergrivier Municipality hereby invites offers from suitably qualified and experienced service providers for the following services/goods: **MN6/2022: Underwriting and Management of a Short Term Insurance portfolio, for a contract period 01 July 2022 ending 30 June 2025**

*Bid documents, in English, are available free of charge on the website: www.bergmun.org.za free of charge. Alternatively, hard copies of the document are obtainable from Revedy Hendricks, the Supply Chain Management Unit, Bergrivier Municipality, Church Street, Piketberg, upon payment of a non-refundable deposit of **R70.00** per document.*

Any enquiries can be directed to the following officials:

Bid Specifications: Elorese Scholtz (022 913 6000)

SCM Requirements: Israel Sanders (022 913 6000)

A **Compulsory Briefing Session** for this bid will take place on the following date and time:

DATE: 06 APRIL 2022

TIME: 11H00

VENUE: BERGRIVIER MUNICIPALITY, FINANCE BOARDROOM, 13 CHURCH STREET, PIKETBERG

Sealed bids **T8/3/2-2022: Underwriting and Management of Short Term Insurance portfolio, for a contract period 01 July 2022 ending 30 June 2025,** clearly endorsed on the envelope, must be deposited in the bid box at the offices of the Bergrivier Municipality, 30 Church Street, Piketberg, 7320. Bids may only be submitted on the bid documentation issued by Bergrivier Municipality.

The bid box is accessible 24 hours a day and bids must be accompanied by the complete set of bid documents. Bids not accompanied by a complete bid document, will not be considered.

The closing date and time for the bid is as follows:

DATE: 22 APRIL 2022

TIME: 12H00

Bidders must ensure that all requirements of relevant legislation are adhered to.

Bids must be valid for a period of **120 days** after the closing date.

Late, electronic format or faxed bids will not be considered and the Bergrivier Municipality does not bind itself to accept the lowest, part of or any bid.

Adv. H Linde

MUNICIPAL MANAGER



BERGRIVIER MUNICIPALITY/MUNISIPALITEIT

TENDER NO.: 8/3/2/2022

**UNDERWRITING AND MANAGEMENT OF A SHORT TERM INSURANCE
PORTFOLIO FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	

MARCH 2022

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Bergrivier Municipality,
PO Box 60 , Piketberg 7320

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Israel Saunders
Head: SCM & Assets
Tel. Number: **022 913 6000**



Bergrivier Municipality/Munisipaliteit

TENDER DETAILS						
TENDER NUMBER:	8/3/2022 MN6/2022					
TENDER TITLE:	UNDERWRITING AND MANAGEMENT OF A SHORT TERM INSURANCE PORTFOLIO FOR THE PERIOD 01 JULY 2022 TILL 30 JUNE 2025					
CLOSING DATE:	22 APRIL 2022	CLOSING TIME:	12h00			
SITE MEETING:	DATE:	06 APRIL 2022	TIME:	11h00	COMPULSORY:	YES
SITE MEETING ADDRESS:	Bergrivier Municipality, Finance Boardroom, 13 Church Street, Piketberg, 7320					
<i>NB: Please note that no latecomers will be allowed.</i>						
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>						
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A			
BID BOX:	SITUATED AT: Bergrivier Municipal Building, Church Street, Piketberg. The bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	120	DAYS FROM THE CLOSING DATE OF BID.				
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)						
NAME OF TENDERER:						
NAME OF CONTACT PERSON:						
PHYSICAL ADDRESS:			POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.:			
E-MAIL ADDRESS:						
DATE:						
SIGNATURE OF TENDERER:						
CAPACITY UNDER WHICH THIS BID IS SIGNED:						
PLEASE NOTE:						
1. Tenders that are deposited in the incorrect box will not be considered.						
2. Mailed, telegraphic or faxed tenders will not be accepted.						
3. If the bid is late, it will not be accepted for consideration.						
4. Bids may only be submitted on the Bid Documentation provided by the Municipality.						
ENQUIRIES MAY BE DIRECTED TO:			CONTACT PERSON	TEL. NUMBER		
1. TECHNICAL ENQUIRIES			Israel Saunders	022 913 6000		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS			Revedy Hendricks	022 913 6000		



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**PART A – ADMINISTRATIVE REQUIREMENTS IN
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



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2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Bergrivier Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate - Is the tax compliance status pin submitted?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 5 – (Declaration for Procurement above R10 Million (VAT Included))	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	

By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have attended the clarification meeting for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

* Delete whichever is inapplicable

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

Please note the following:

- 1. Failure to sign the attendance register** at the compulsory *briefing sessions/site meetings/ clarification meetings* will invalidate your offer.
- 2. That no latecomers will be allowed.**
For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified



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4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

- 2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO



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

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr. /Ms. _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr. /Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature



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SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" mean the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight



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and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "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 the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding 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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer 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 / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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



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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 as 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 municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.



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- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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



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- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, 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:
 - 14.1.1. 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;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.



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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 fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Delays in the supplier's performance

- 20.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 20.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 20.3. 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 supplies are required, or the supplier's services are not readily available.
- 20.4. 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 without the application of penalties.
- 20.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

21. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other



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remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

22. Termination for default

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

22.1.1. 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;

22.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

22.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

22.2. 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.

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

22.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

22.6.1. the name and address of the supplier and / or person restricted by the purchaser;

22.6.2. the date of commencement of the restriction

22.6.3. the period of restriction; and

22.6.4. the reasons for the restriction.

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

22.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.



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23. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

24. Force Majeure

- 24.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 24.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

25. Termination for insolvency

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

26. Settlement of Disputes

- 26.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 26.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 26.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 26.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 26.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 26.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

27. Limitation of liability

- 27.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 27.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and



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

28. Governing language

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

29. Applicable law

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

30. Notices

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

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

31. Taxes and duties

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

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

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

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

32. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

33. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

34. Prohibition of restrictive practices.

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

34.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

34.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting



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business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



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6. CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Bergrivier Municipality, 30 Church Street, Piketberg, 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Church Street, Piketberg.

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 5. Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 6. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 6.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2. The tenderer shall declare **all** the Municipal account numbers for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
7. **This bid will be evaluated and adjudicated according to the following criteria:**
 - 7.1. Relevant specifications
 - 7.2. Value for money
 - 7.3. Capability to execute the contract
 - 7.4. PPPFA & associated regulations

8. Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.



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9. Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD) .

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the BERGRIVIER MUNICIPALITY.

Centralized Supplier Database No. MAAA..... (Registered)



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7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. The **Tax Clearance Certificate must be submitted together with the bid**. Failure to submit a valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin, which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted even if the bidder only submitted a TCC as per point 3 above. Service provider’s status which is found inactive or non-compliant, their offers will be omitted. Bidders who are not in possession of an original Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

3. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch /office nationally or on the website www.sars.gov.za.

4. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

5. All tax matters will be verified with the National Treasury Website, and if not compliant the Bidder will get 7(seven) days to become compliant, otherwise the Bid will be non-responsive after 7 days.



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8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, 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. an executive 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.



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3.9.	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
3.9.1.	If so, furnish particulars:			
3.10.	Are you aware of any relationship (family, friend, other) between a 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
3.10.1.	If so, furnish particulars:			
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.11.1.	If so, furnish particulars:			
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.12.1.	If so, furnish particulars:			
	Name of the spouse/child/parent : ID number of the spouse/child/parent:..... Relationship to the official : Designation of the spouse/child/parent: Employer of the spouse/child/parent :			
3.13.	Do you or any of the directors, trustees, managers, principal 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
3.13.1.	If so, furnish particulars:			



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3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraphs 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

³ 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



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9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1.	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2.	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1.	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2.	If yes, provide particulars.				
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1.	If yes, furnish particulars				
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1	If yes, furnish particulars				

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



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10. 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:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	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



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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



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11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIER MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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;

⁴ 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.



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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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.

⁵ 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.



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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergrivier Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

PART B – SPECIFICATIONS AND PRICING SCHEDULE



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

13. SPECIFICATIONS

1. TENDER CONDITIONS AND INFORMATION

Tenders are hereby invited from insurance brokers to underwrite and manage the short-term insurance portfolio of the Bergrivier Municipality for a period of three years from 1 July 2022 to 30 June 2025.

2. SPECIAL CONDITIONS OF CONTRACT

The contract will be for a period of three years from 1 July 2022 to 30 June 2025

- 2.1 Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.
- 2.2 If the premiums and excess payments are not shown separately as specified in the Price Schedule, the tender will be deemed non-responsive and will not be considered.
- 2.3 All premiums must be VAT inclusive.
- 2.4 Brokers fees and any other administrative fees that will be payable, must be shown separately from the insurance premiums.
- 2.5 The Broker must provide a monthly report to the Municipality of all claims paid and outstanding.
- 2.6 Once the tender is awarded to an Insurance Broker, such broker will be responsible to handle all aspects of claims, as the Municipality will not communicate directly with any legal advisors of the Broker, other entities or the Insurance Company where the insurance is placed.
- 2.7 Any claim that is rejected by an insurer must be evaluated by the Broker based on policy wording and legal grounds. The Municipality reserves the right to reconsider any opinion received, to refer it back to the broker for another opinion or recommendation. The Municipality will not communicate directly with any insurer regarding any aspects of a claim.
- 2.8 The bidder must be registered as an authorised financial service provider, and must confirm the name of the service consultant and whether he/she complies with the Financial Advisory and Intermediary Services Act (Act 37 of 2002). A certified copy of the Certificate must be attached to the tender submission.
- 2.9 Full particulars must be provided regarding the services that will be delivered to the Municipality of Bergrivier.
- 2.10 The pricing schedule allows for the premium per annum, escalation if any must be included, for extending the contract.



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

- 2.11 The Municipality has an issued short term insurance policy that is reviewed on an annual basis. The Bidding Broker must ensure that any proposed insurance policy, negotiated, must cover these risks.
- 2.12 The Municipality requires an improved policy wording on all classes as well as a uniform deductible structure.
- 2.13 The Municipality would prefer an Assets All Risks Policy Wording as well as a Broad Form Liability Policy Wording to cover potential Third Party Non Motor and Motor Liabilities.
- 2.14 Bidding Brokers are advised that the Municipality is the owner of various properties and infrastructure , as well as risks consisting of chlorine stations, fuel storage tanks, bulk water **storage dams and reservoirs**, electrical stations, waste water treatment works, plantations, overnight fleet parking and the like requiring special coverage.
- 2.15 **Impact damage to Traffic Intersections** must be covered on an Assets All Risks Policy Wording basis.
- 2.16 Broad Form Third Party Liability Coverage is specifically required but not limited to the spread of fire, the accidental bursting of water pipes, water storage facilities and the like that may cause damage, injury, sickness, death and the like to third parties. Environmental Pollution must be covered by the insurance program.
- 2.17 The Motor Fleet must function on an annual adjustment basis by means of an inception and annual declaration basis.
- 2.18 The Municipality serves as the organiser of various special public events, public meetings and public conferences during any given financial year, requiring property and liability coverage. These events might include motorcades, air shows, pyrotechnics, street parades, street markets with live music performances, artists, public speakers and the like. It is a requirement that such events enjoy property and third party liability coverage for all events during any given 12-month period. Cover must inter alia include, but not limited to:-
- a. Broad Form Public Liability Cover
 - b. Emergency Medical Expenses
 - c. Employers Liability
 - d. Food & Drink
 - e. Spread of Fire
 - f. Statutory Legal Defence Costs
 - g. Temporary Structures
 - h. Wrongful Arrest & Defamation



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

3. TERMS OF REFERENCE

3.1 Objectives

The Municipality invites suitably experienced insurance brokers to tender for the managing of the short-term insurance portfolio of Bergrivier Municipality.

3.2 Scope of Work

3.2. This tender will be for a period **for a period of three years from 1 July 2022 to 30 June 2025.**

3.2.1 The insurance broker must ensure that the insurable interests of the Municipality, its community and service providers are conveyed to underwriters and protected at all times.

3.2.2 Ensure that the Municipality has insurance cover as instructed by the Municipality, and as advised by the Broker in the Broker's Record of Advice;

3.2.3 That the management of the Municipality is informed on the progress of all claims. **All claims to be resolved within 60 days.**

3.2.4 Advise the Municipality on any potential risk not covered by the insurance cover;

3.2.5 Provide technical advice with regard to claims lodged against the Municipality;

3.2.6 Act as representative for the Municipality with the underwriter; and

3.2.7 Advise the Municipality of potential under insurance and proposals to amend accordingly. Municipality will provide an asset register which includes all its assets.

3.2.8 **All policy exclusions should be submitted on a separate memo. We require each tendering insurance broker to include all the restrictions and exclusions in their tenders. We will not accept bidders just attaching a policy wording without specific explanation of these important restrictions, conditions and exclusions.**



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3.2.9 Points allocated:

Criteria for points claimed	Points allocated	Yes	No
Price	80		
Western Cape Province Municipalities	10		
West Coast District Municipality	10		

Bidders are informed that the PPPFR of 2017 will not be utilised and the above points for pricing and locality will be applied.

Bidders must have at least 5 (five) clients in a Western Cape Province Municipality in the last six (6) years to obtain ten (10) points.

Bidders must have at least 1 (one) client in a West Coast District Municipality in the last six (6) years to obtain ten (10) points.

Financial book years, as described above, that will be taken into account

must fall under one of the following years / periods:

2016/2017

2017/2018

2018/2019

2019/2020

2020/2021

2021/2022



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

THE MUNICIPAL RISK PROFILE TO BE QUOTED ON FOLLOWS BELOW

MOVABLE & IMMOVABLE PROPERTY

COMBINED SECTION		
Details of Premises: All Premises of the Insured		
No.	Description of Property Insured	Sum Insured
1.	Buildings - Standard Construction	478 402 808
2.	Contents of buildings - Standard Construction	69 137 447
3.	Municipal Residential Housing Buildings consisting of Apartments; Houses & Hostels - Standard Construction	66 827 499
4.	Electricity Sub-Stations, Mini Sub-Stations, Transformers & Infrastructure	388 993 239
5.	Property- Building Non Standard	0
6.	Water Supply - Purification Works, Pump Stations & Infrastructure	Included above
7.	Sanitation - All Sewerage Works, Pump Stations & Infrastructure	Included above
8.	Solid Waste & Infrastructure	Included above
9.	Storm Water & Infrastructure	Included above
10.	Municipal Residential Housing Buildings consisting of Apartments; Commercial Building, Museums, Houses, Hostels - Non - Standard Construction inclusive of Thatch Premises	Included above
11.	Cemeteries, graves, tombstones, monuments, statues,	Included above
12.	Library and related contents	Included above
13.	Non- Standard structures –Mobile offices (fixed)	Included above
14.	Plant and Machinery	Included above
15.	Property in the open eg. Outdoor gyms,	Included above
16.	Reservoirs and contents there-of	Included above
17.	Sports and recreation facilities	Included above
18.	Stadiums, sport stadiums, pavilions, tennis courts	Included above
19.	Stock and Materials in Trade	Included above
20.	Piers, jetties, docks	Included above
21.		
22.		

COMBINED SECTION	
Additional perils	Included
Subsidence & Landslip	Included
Washbasins & Sanitary Ware	Included
First Amount Payable / Deductible	
All Combined Section Claims	
Unoccupied Buildings within 1 st four weeks of occupancy, after which cover is cancelled, unless specific arrangements for the extension of cover is arranged	
Homeowners – Residential	
Parked vehicles	



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SASRIA Councilors: Residential Buildings and Vehicles of Councilors		
Details		Sum Insured
SASRIA Councilors: Residential Buildings [R1,5million per Councilor] and Vehicles [R750,000 per Councilor]	13 Councilors	R2,250,000 X 13 Councilors = R29 250 000

Note: Councilors to be insured on an unnamed open policy basis with a declaration at the inception and end of the period of insurance.

BUSINESS INTERRUPTION [Open Annual Adjustment Policy]		
Details of Premises: All Premises of the Insured		
Details		Sum Insured
Basis of Cover		Difference Basis
Indemnity Period (a maximum of months)		12 MONTHS
Income [refers to Electricity, Sewerage & Water Services]	Yes	117 374 626
Standing Charges	yes	250 000
Uninsured Working Expenses:	Yes	
Claims preparation costs	Yes	105 000
Increase in cost of working	Yes	5 250 000
Additional increase in cost of working	Yes	2 100 000
First amount payable		
Other		

ACCOUNTS RECEIVABLE		
Details of Premises: All Premises of the Insured		
Details		Sum Insured
Outstanding Debit Balances (the sum which the Insured is entitled to recover in terms of this section of the policy)		130 000 000
Extension	Included	
Riot and strike (other than RSA and Namibia)	No	
Duplicate records	No	
Protections	No	
Claims preparation costs	Yes	100 000
First Amount Payable		0

BUSINESS ALL RISKS		
Details of Premises: All Premises of the Insured		
No.	Description of Insured Property	Sum Insured
1.	Property of the Insured or for which they are responsible whilst anywhere in the world (as per the schedule), excluding laptops and Cell phones. Specified list will be provided.	4 343 094
2.	Laptops and portable computer equipment	3 000 000
3.	Sound Measuring Device Equipment	0



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4.	GPS Device		0
4.	Environmental Sound Level Equipment		0
5.	Generators 6 KVA		0
6.	Firearms		135 000
Extensions		Included	Sum Insured
Replacement value condition		Yes	
Locks and keys		Yes	10 000
Claims preparation costs		Yes	100 000
First amount payable			2,500

ELECTRONIC EQUIPMENT		
Details of Premises: All Premises of the Insured		
Sub-Section A: Material Damage		
Description of Insured Property	Included	Sum Insured
Electronic Equipment: Hardware / Accessories / Software		1 900 000
Electronic Equipment: Laptops		3 000 000
Capital additions	10 %	
Escalation	5 %	
Limitation of cover	No	
Sub-Section B: Business Interruption		
Prevention of access	No	
Increase in cost of working	Yes	250 000
Indemnity period	6 months	
Loss & Reconstruction of data	Yes	500 000
Clauses and Extensions		Included
Incompatibility Cover	Yes	
Telecommunications access lines	Yes	
Riot and strike (other than RSA and Namibia)	No	
Claims preparation costs	Yes	100 000
First amount payable		
Increase in Cost of Working		
Any other loss		

GLASS		
Details of Premises: All Premises of the Insured		
Details	Included	Sum Insured
Internal and external glass including mirrors, sign writing and treatment thereon, being the property of the Insured or for which they are responsible as well as all glass all premises		300 000
Extensions		
Riot and strike (other than RSA and Namibia)	No	
External advertising signs, blinds, canopies and any treatment thereon or thereof, being the property of the Insured or for which they are responsible	No	
Claims preparation costs	Yes	100 000
First amount payable		



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THEFT		
Details of Premises: All Premises of the Insured		
Details	Included	Sum Insured
Contents and property of the Insured or for which they are responsible, whilst contained in any building used by the Insured		
First Loss Limit		500 000
Extensions		
Locks and keys	Yes	10 000
Malicious Damage	Yes	50 000
Property in the open (within securely fenced off area/some not)	Yes	30 000
Reasonable Precautions	Yes	25 000
Claims preparation costs	Yes	100 000

THEFT, First amounts payable

R5,000 each and every claim

Theft of Cables and Electrical Conductors, 10% of claim minimum R100 000 each and every claim. **To be negotiated.**

MONEY		
Details of Premises: All Premises of the Insured		
Details		Sum Insured
Major Limit [Business Hours]		770 000
Outside Business Hours		50 000
Money not contained in a locked safe or strong room: In the custody of an authorized employee, Council Member or Principal of the Insured while away from the insured premises on an official trip anywhere in the world		50 000
In respect of any loss of or damage to receptacles and clothing (as defined) including Firearms as a result of theft of money or any attempt thereat.		10 000
Extensions [Money]	Included	Sum Insured
Claims preparation costs	Yes	100 000
Credit Cards	NO	0
Electronic Vending Machines	Yes	15 000
Locks and keys	Yes	7500

MONEY

First amount payable

10% minimum R2, 500 of each and every claim. **To be negotiated.**

FIDELITY	
Details of Premises: All Premises of the Insured	
Details	Sum Insured
Limit any one Loss Per Occasion	1 500 000
Insured Persons: All employees of the Insured, consisting of temporary & permanent officials and councilors	



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FIDELITY		
Details of Premises: All Premises of the Insured		
Details		Sum Insured
Number of employees 569		
Extensions	Included	
Retroactive cover	Yes	
Retroactive date:	Yes	01 July 2021
Reduction / Reinstatement of insured amount	Yes	1 500 000
Cost of recovery (where loss exceeds sum insured)	Yes	100 000
Claims preparation costs	Yes	100 000
First amount payable		
Fidelity Excess		

GOODS IN TRANSIT [ALL RISKS]		
Details of Premises: All Premises of the Insured		
Details		Sum Insured
Description of Insured Property		
All goods consigned by or to the Insured (including ropes, tarpaulins and packing materials in connection with The transit), pertaining to the business whether conveyed by means of air, rail or road. Including loading and Offloading.		
Maximum Limit any one loss		1 000 000
Extensions/Limitations	Included	
Claims preparation costs	Yes	100 000
Fire extinguishing charges	Yes	50 000
Limitation	No	
Removal of debris	Yes	50 000
Goods In Transit Excess		

GROUP PERSONAL ACCIDENT [ALL EMPLOYEES] [Open Annual Adjustment Policy]		
Details of Premises: All Premises of the Insured		
Insured Persons:		
All employees of the Insured, consisting of temporary, permanent officials & councilors		
Number of Persons: 569		
Basis of Cover: Blanket Basis, Adjustment Policy at beginning and end of insurance period		
Total Annual Salary Roll		R148 913 180
Extensions	Included	Sum Insured
Claims preparation costs	Included	100 000,00
Mobility	Included	50 000,00
Relocation Costs	Included	50 000,00
Repatriation Costs	Included	50 000
Territories - International Cover [World Wide]	Included	As per indemnity limits
War & Riot Risks	Included	As per indemnity limits



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MOTOR FLEET [Open Annual Adjustment Policy]				
Details of Premises: All Premises of the Insured Vehicle list will be provided.				
Basis of Cover		Annual Declaration Basis		
No.	Description	Cover	Limit	Number of Units
1	Private Motor Cars up to 9 Seats	Comprehensive	500 000	16
2	Commercial Vehicles Minibus	Comprehensive	500 000	1
LDVs				
3	Commercial vehicles up to 5 - 7 Tons	Comprehensive	500 000	51
4	Other	Comprehensive	0	0
Fire Engines				
5	Tractors	Comprehensive	400 000	19
6	Motorcycles	Comprehensive	0	0
7	Trailers below R100 000.00	Comprehensive	100 000	38
8	Special Type Vehicles Trucks	Comprehensive	2 000 000	28
9	Other Machines Graders, Diggers, rollers, chippers	Comprehensive	2 000 000	13
Implements				
10	Trailers - above R100 000	Comprehensive	500 000	13
Other				
11	Hired In Vehicles	Comprehensive	0	0

MOTOR FLEET [Open Annual Adjustment Policy]		
Details of Premises: All Premises of the Insured		
Extensions applicable	Included	Sum Insured
Car Hire Costs	No	
Claims preparation costs	Yes	100 000
Conveyance of explosives	No	
Fire Extinguishing Expenses	Yes	10 000
Loss of keys	Yes	10 000
Medical expenses	Yes	5 000
Riot and strike (other than RSA and Namibia)	No	
Theft or attempted theft of radios / sound equipment	Yes	5 000
Wreckage removal	Yes	10 000
MOTOR First amount payable		
Loss of keys	To be negotiated	
Own Damage: Commercial Trucks	To be negotiated	
Own Damage: Motor Cars & LDV's	To be negotiated	
Own Damage: Motor Cycles	To be negotiated	
Own Damage: Special Types & Fire Engines	To be negotiated	
Own Damage: Tractors, Trailers, Lawnmowers & Implements	To be negotiated	
Theft/Hi-Jack	To be negotiated	



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MOTOR FLEET [Open Annual Adjustment Policy]		
Details of Premises: All Premises of the Insured		
Extensions applicable	Included	Sum Insured
Windscreens - Motor Cars & LDV's	To be negotiated	
Windscreens - Special Types, Fire Engines & Commercial Trucks	To be negotiated	
MOTOR FLEET LIABILITIES		
Details of Premises: All Premises of the Insured		
Description of vehicles	Estimated Number	
Sub Section A: Own Damage		
All vehicles insured on the policy	166	
Details		Limit of Indemnity
Sub Section B: Liability to Third Parties		
(a) Passenger Liability: Fare Paying Passengers	0	
(b) Passenger Liability - Other	2 000 000	
Any other event and the aggregate of a and b	2 000 000	
Extensions applicable	Included	
Contingent Liability	No	
Unauthorized Passenger Liability	No	
Conveyance of explosives	No	
Additional claims preparation costs	Yes	100 000
First Amount Payable		
Motor Third Party Liability		
PUBLIC LIABILITY PRIMARY LAYERS [Broad Form Preferred]		
Details of Premises: All Premises of the Insured		
Details		Sum Insured
1. General and Tenants	2 000 000	
2. Spread of Fire	1 000 000	
3. Municipal Law & Traffic Enforcement Liability	2 000 000	
4. Environmental Pollution	5 000 000	
Basis of cover: Claims Made		
Retroactive date: 01 July 2021		
Additional Contingencies and Extensions	Included	Sum Insured
Wrongful arrest and defamation	Yes	250 000
Errors and Omissions	Yes	250 000
Products Liability and Defective Workmanship	Yes	250 000
Legal Defense Costs	Yes	250 000
Claims preparation costs	Yes	100 000
Liability arising of the use of Fire Arms	Yes	250 000
Comprehensive insurance on pedal cycles	No	
Vibration, removal and weakening of support	No	
First amount payable		
General		
Potholes, open manholes and uneven pavements		

EMPLOYERS LIABILITY
Details of Premises: All Premises of the Insured



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MOTOR FLEET [Open Annual Adjustment Policy]		
Details of Premises: All Premises of the Insured		
Extensions applicable	Included	Sum Insured
Limit of Indemnity		2 000 000
Basis of cover: Claims Made		
Retroactive date: 01 July 2021		
Additional Contingencies and Extensions	Included	
Claims preparation costs	Yes	100 000
Extended Reporting – months	No	
First amount payable		
Employers Liability		

LIABILITY EXCESS LAYERS [Broad Form Preferred] Umbrella Liability		
Details of Premises: All Premises of the Insured		
Details		Sum Insured
Property Damage and Personal Injury		98 000 000
Retroactive date: 01 July 2018		
Additional Contingencies and Extensions	Included	
Advertising Liability	Yes	98 000 000
Claims preparation costs	Yes	100 000
Employers Liability	Yes	5 000 000
Errors and Omissions	Yes	2 000 000
General & Tenants	Yes	98 000 000
Medical Malpractice	Yes	2 000 000
Motor Liability	Yes	98 000 000
Municipal Law & Traffic Enforcement Liability	Yes	5 000 000
Products Liability and Defective Workmanship	Yes	2 000 000
Spread of Fire	Yes	24 000 000
Use of firearms	Yes	5 000 000
Wrongful Arrest and Defamation	Yes	2 000 000

DIRECTORS & OFFICERS LIABILITY		
Details of Premises: All Premises of the Insured		
	Details	Sum Insured
1.	Directors & Officers	R5 million
2.	Special Excess Protection for Non-Executive Directors	R2,5 million
Basis of cover: Aggregate Policy Wording		
Retroactive date: 1 July 2021		
	Extensions	Sum Insured
	Assets & Liberty Extradition Expenses (Accredited Crisis Counsellor and / or Tax Advisor)	750,000
	Assets & Liberty Extradition Expenses (Public Relations Consultants)	3,750,000
	Assets & Liberty Personal Expenses	3,750,000
	Insolvency Hearing Cover	750,000



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DIRECTORS & OFFICERS LIABILITY	
Details of Premises: All Premises of the Insured	
Details	Sum Insured
Reputation Expenses	3,750,000
Circumstance/Claim Mitigation: Mitigation Costs, Prosecution Costs and Professional Fees	15% of the limit of liability with a maximum of R5 million
Emergency Costs	30% of the limit of liability
Company Crisis Loss	1,500,000
First amount payable - RNil	

CONTRACTORS ALL RISKS [Open Annual Adjustment Policy]	
Details of Premises: All Premises of the Insured	
Details	Sum Insured
SECTION A [MATERIAL DAMAGE / CONTRACT WORKS SECTION]	
Estimated annual turnover of all contracts over the insurance period	25million
INSURABLE INTERESTS	
As Principal Insured for own contracts as well as various sub-contractors employed by the Insured to execute works on behalf of the Insured	
NATURE OF CONTRACT WORKS CONSISTING OF:-	
1	Small Commercial and Residential Construction Contract Works including Renovation, Painting, Plumbing and Electrical Works
2	Small Road Works, Bridges and Paving Contract Works including Renovation & Excavations
3	The laying, construction and repair of small subterranean water and sewage pipe works
4	Small Water Reservoir Construction, Renovation and Repairs
5	Electrical Installations and Repairs
6	All other small contract works incidental to the activities of the insured
1	Estimated maximum contract value / tender amount (any one contract)
	6million
2	Employers property (surrounding property)
	2million
Extensions	
1	Additional costs
a	Costs and expenses (demolition and removal of debris costs)
	100,000
b	Professional fees
	100,000
c	Costs and expenses - no damage to the works
	100,000
d	Contract escalation / re-valuation / devaluation
	No
2	Contribution clause – Marine
	No
3	Electrical mechanical and pressure plant and equipment
	No
4	Claims preparation costs
	100,000
Section A First amount payable – R5,000 each and every claim	
SECTION B [LIABILITY]	
1	Liability limit
	2million
2	Removal of support
	2million



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CONTRACTORS ALL RISKS [Open Annual Adjustment Policy]		
Details of Premises: All Premises of the Insured		
	Details	Sum Insured
	Section B First amount payable – R5,000 each and every claim	



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14. THE FOLLOWING REQUIREMENTS NEED TO BE ADHERED TO, NON-SUBMISSION OR -COMPLIANCE TO THESE REQUIREMENTS WILL INVALIDATE YOUR OFFER

* Please indicate Yes / No

Item No.	Description	YES / NO
14.1	Bidding Broker Solvency Ratio	
	<i>The Bidding Broker must submit their Annual Financial Statements</i>	
	<i>The Bidding Broker must submit a PI policy</i>	
	<i>The Bidding Broker must submit proof of the Professional Indemnity Insurance of R10million minimum</i>	
14.2	Claim paying ability rating certificate	
	<i>Bidders must have a Rating of AAA/AA+,AA,AA-HIGHEST RATING or A Rating of A+,A,A- HIGH RATING</i>	
14.3	Bidding Broker Costing Submission	
	<i>The Bidding Broker has submitted a FAIS Record of Advice as part of the Broker Bid to inform the Municipality of potential Risk Exposures with applicable Recommendations</i>	
14.4	FSP Licence	
	<i>The Bidding Broker must submit proof of FSP licence</i>	
	<i>The bidder must be registered as an authorised financial service provider A certified copy of the Certificate must be attached to the tender submission</i>	



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

15. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

17. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

hereby offer to Bergrivier Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Bergrivier Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'			
	YES		NO	
Are you/is the firm a registered VAT Vendor				
If "YES", please provide VAT number				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

PRICING SCHEDULE

Table A Underlying Policy/cies						
No.	Insurance Class	Sum Assured	Premium 2022/2023	Premium 2023/24	Premium 2024/2025	*Total Three Years
1.	Combined Section					
2.	Business Interruption					
3.	Accounts Receivable					
4.	Business All Risks					
5.	Electronic Equipment					
6.	Glass					
7.	Theft					
8.	Money					
9.	Fidelity Guarantee					
10.	Goods in Transit					
11.	GPA [All Officials]					
12.	GPA [Law Enforcement]					
13.	Motor Fleet					
14.	Motor Fleet [R500,000 +]					
15.	Motor Fleet [Liabilities]					
16.	Liability Primary Layers					
17.	Liability Employers					
18.	Liability Excess Layers					
19.	Directors & Officers					
20.	Contractors All Risks					
21.	Accidental Damage					
Sub Total Table A [VAT Inclusive]						
Less LTA Discount Allowed						
Total Table A (VAT Inclusive)						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

Table B		SASRIA				
No.	Insurance Class	Sum Assured	SASRIA 2022/2023	SASRIA 2023/2024	SASRIA 2024/2025	*SASRIA Total
1.	Combined Section					
2.	Business Interruption					
3.	Accounts Receivable					
4.	Business All Risks					
5.	Electronic Equipment					
6.	Glass					
7.	Theft					
8.	Money					
9.	Fidelity Guarantee					
10.	Goods in Transit					
11.	GPA [All Officials]					
12.	GPA [Law Enforcement]					
13.	Motor Fleet					
14.	Motor Fleet [R500,000 +]					
15.	Motor Fleet [Liabilities]					
16.	Liability Primary Layers					
17.	Liability Employers					
18.	Liability Excess Layers					
19.	Directors & Officers					
20.	Contractors All Risks					
21.	Accidental Damage					
Total Table B (VAT Inclusive)						

Total Table A				
Total Table B				
*Total Bid Price [A + B]				*

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

Accidental Damage

Refers to accidental physical loss of or damage to the insured property at or about the premises not otherwise insured or for which insurance is available and described.

Business interruption

Increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for the expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

Additional increase in cost of working

The insurance under this item is limited to reasonable additional expenditure (not recoverable under other items) incurred with the consent of the company during the indemnity period in consequences of the damage for the purpose of maintaining the normal operation of business.

***The Total Bid Price is the sum of all three years consisting of Table A and Table B, which is to be brought forward to Page Four (4) of the Procurement Document. Figures may be rounded off to exclude cents.**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

18. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Bergrivier Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **T 8/3/2-2022 MN6-2022: Underwriting and Management of Short Term Insurance portfolio, for a contract period ending 30 June 2025** at the price(s) quoted below / as per pricing schedule. My offer(s) remain(s) 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:
 - Bidding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Filled in task directive/proposal
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
 - (f) Declaration of interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	
DATE:			



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (to be completed by BERGRIVIER MUNICIPALITY)

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

SIGNED AT _____ on this _____ day of _____ 20 ____.

TO BE COMPLETED BY THE BERGRIVIER MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		



BERGRIVIER MUNICIPALITY/ MUNISIPALITEIT

19. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	