



Namakwa
District Municipality

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF
SIGNING THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

.....
NAME OF SERVICE PROVIDER

ADDRESS:

.....

TEL :

FAX :

**Mr. SC Adams
Municipal Manager
Private Bag X20
Van Riebeeck Street
SPRINGBOK, 8240**

**TEL: 027 712 8000
FAX: 027 712 8040**

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

CONTENTS	
Number	Heading
THE TENDER	
Part T1: TENDER PROCEDURES	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: RETURNABLE DOCUMENTS	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
THE CONTRACT	
Part C1: AGREEMENT AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
Part C2: PRICING DATA	
C2.1	Pricing Instructions
Part C3: SCOPE OF WORKS	
C3.	Compulsory requirements
ANNEXURE A – Criteria for functionality	



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dm.gov.za
SPRINGBOK
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8240

www.namakwa-

info@namakwa-

☎ 027 712 8000
027 712 8040

Verwysing/Reference 8.1.3.

Navrae/Enquiries Mr C Brown

TENDER: 14/2023

SHORT TERM INSURANCE TO NAMAKWA DISTRICT MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2026

Tenders are hereby invited for **SHORT TERM INSURANCE TO NAMAKWA DISTRICT MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2026**, as detailed in the tender document.

Tender documents are available during business hours as of **Friday, 11 August 2023** from the Supply Chain office (Mr. Chaldon Osborne) Namakwa District Municipality, Van Riebeeck Street Springbok OR it can be downloaded from the Municipal website: www.namakwa-dm.gov.za OR it can be downloaded from e-tender portal.

The sealed tenders clearly marked: **TENDER 14/2023 : SHORT TERM INSURANCE TO NAMAKWA DISTRICT MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2026**, must be placed in the Tenderbox at The Namakwa District Municipality office, Van Riebeeckstreet, Springbok, 8240 on OR before **11 September 2023 at 12:00**.
A formal opening session will be held soon after the closing time of the tender.

THE FOLLOWING CONDITIONS WILL APPLY:

- Price(s) must be valid for at least ninety (90) days from the tender closing date.
- Price(s) must be firm and must be inclusive of VAT.
- This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy of the Namakwa District Municipality. **The original MBD1 ,MBD 4, MBD 6.1, MBD7.1, MBD 8 & MBD 9 forms must be completed and submitted together with your tender if it is in excess of R 10 000.**
- **An original or originally certified B-BBEE certificate, or originally certified Sworn Affidavit must be submitted with your tender. If it's not original or originally certified it will not be taken into account for preference points.**
- A valid tax compliance pin number on an official document of SARS and a valid tax clearance certificate, in order for the municipality to verify tax compliance, must be submitted with the tender document.
- **Potential service providers must be registered on the Central Supplier Database.**

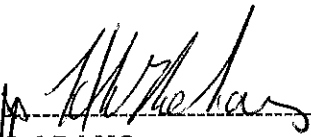
- Potential service providers who were found guilty of fraud or corruption or who willfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.
- **Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. Please submit a municipal account (not older than three (3) months) as proof of payment with your tender. If the bidder is not responsible for municipal rates, a Sworn Affidavit or a Lease Agreement must be submitted which indicate the reasons why a municipal account cannot be submitted.**
- The lowest or only tender will not necessarily be accepted.
- No late, faxed or e-mailed tenders will be accepted.
- Potential service providers will be subject to security screening.

NB: No Bid will be considered from persons in the service of the state.

Failure to comply with these conditions may invalidate your offer.

The Municipality reserves the right to cancel or withdraw the request for tenders at anytime without prior notice.

Yours faithfully


 S ADAMS
 MUNICIPAL MANAGER

10.08.2023
 DATE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

T1.1 TENDER DATA

This table provides generic tender data which shall be used in all procurement conducted in accordance with the provisions of this standard.

Table E.1

Sub Clause	Description
	The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004 The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender. Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.
F.1.1	The employer is Namakwa District Municipality
F.1.2	The tender documents issued by the employer comprise: TENDER PROCEDURES Part T1: Tender Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules CONTRACT Part C1: Agreement and Contract Data C1.1 Contract Data Part C2: Pricing data C2.1 Pricing Schedule Part C3: Scope of Works C3.1 Compulsory requirements Annexure A – Criteria for functionality
F 1.4	THE EMPLOYER'S AGENT IS: Name:.....NAMAKWA DISTRICT MUNICIPALITY Address:.....VAN RIEBEECK STREET, PRIVATE BAG X 20, SPRINGBOK,8240 Tel: (027) 712 8000 Fax: (027) 712 8040..... E-mail: chaldono@namakwa-dm.gov.za

F.2.1	Only those service providers who satisfy the following eligibility criteria are eligible to submit tenders: • Directors of the service provider must not be in service of the state. • Service provider must not have been found guilty of fraud or corruption during the past 5 years. • Service provider must not have willfully neglected, reneged on or failed to comply with any government contract during the past 5 years. • Must be registered on Central Supplier Database. (When submitting a bid, the service provider must already be registered on CSD) • The bidder's tax related matters must be in order with SARS. • The bidder's municipal bill must be up to date or payment arrangement must be in place with the Local Municipality. • Be registered at the South African Insurance Association (SAIA) or the Insurance Institute of South Africa (IISA) • Particulars of Professional indemnity Insurance- Provide full details of your professional indemnity insurance arrangements, state the underwriter, limits of any one occurrence and deductible as well as maturity dates • Fidelity guarantee insurance - Provide full details of your professional indemnity insurance arrangements, state the underwriter, limits of any one occurrence and deductible as well as maturity dates • Audited financial statements- Attach a copy of your most recent audited financial statements for Risk Assessment.
F.2.13.5	The employer's address for delivery of tenders is: Location of tender box: NAMAKWA DISTRICT MUNICIPALITY Physical address:VAN RIEBEECK STREETSPRINGBOK..... Identification details: ... TENDER: 14/2023 - SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026
F.2.15	The closing time for submission of quotations are: 12:00 hours on 11 September 2023
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tenders will not be accepted. Electronic signatures will not be accepted on any returnable document, any document signed electronically will be regarded by the employer as non-responsive
F.2.16	The tender validity period is 90 days .
F.2.23	The following certificates are to be provided: • A VALID TAX COMPLIANCE PIN NUMBER ON AN OFFICIAL DOCUMENT OF SARS • MUNICIPAL BILL • B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (TO BE ELIGIBLE FOR PREFERENCE POINTS) • CSD REGISTRATION REPORT • CERTIFICATE OF REGISTRATION BY THE SOUTH AFRICAN INSURANCE ASSOCIATION (SAIA) OR THE INSURANCE INSTITUTE OF SOUTH AFRICA (IISA) • PARTICULARS OF INDEMNITY INSURANCE

	● FIDELITY GUARANTEE INSURANCE ● AUDITED FINANCIAL STATEMENTS																					
F.3.11.	The Procedure for evaluation of responsive tenders is: Methods: ...4..... (Financial offer, Preferences and Quality) The financial offer will be scored using Formula 2 of table 4 (SANS 294:2004) where the value of W1 is: - 80 where the financial value inclusive of VAT of one or more responsive quotations equals or is less than R 50 000 000-00. Up to 10 evaluation points, based on the B-BBEE status level of a service provider, will be awarded to the service provider who submit a valid B-BBEE status level verification certificate. Up to 10 evaluation points, based on the locality of a service provider, will be awarded to the service provider who submit proof of physical registered address(es) of the business.																					
	The minimum number of evaluation points for quality is 75 out of 100 (80%). Only tenderers who score the minimum points will be eligible for further evaluation. The quality criteria and maximum score is as follows: <table><tr><th colspan="2">Namakwa District Municipality criteria for technical functionality</th><th>POINTS 100</th></tr><tr><td>Company Information and Relevant Experience</td><td>20</td><td></td></tr><tr><td>Bidders Experience</td><td>30</td><td></td></tr><tr><td>Contactable References</td><td>15</td><td></td></tr><tr><td>Key Personnel Experience</td><td>20</td><td></td></tr><tr><td>Methodology</td><td>15</td><td></td></tr><tr><td colspan="2">Total Points</td><td>100</td></tr></table>	Namakwa District Municipality criteria for technical functionality		POINTS 100	Company Information and Relevant Experience	20		Bidders Experience	30		Contactable References	15		Key Personnel Experience	20		Methodology	15		Total Points		100
Namakwa District Municipality criteria for technical functionality		POINTS 100																				
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TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026

T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tender, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested.

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

MBD 1	:	Invitation to bid and term of conditions of bidding
MBD 3.3	:	Pricing Schedule – Firm Prices
MBD 4	:	Declaration of Interest
MBD 6.1	:	Preference points claim form in terms of the preferential procurement regulations 2022
MBD 7.2	:	Contract form – Rendering of Services
MBD 8	:	Declaration of Bidders past Supply Chain Management Practices
MBD 9	:	Certificate of Independent Bid Determination

T2.2 LIST OF RETURNABLE SCHEDULES

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES (to be attached with submission)

Schedule 1A	:	Tax compliance pin number
Schedule 1B	:	Municipal Bill (copy) (not older than 3 months)
Schedule 1C	:	B – BBEE status level verification certificate or sworn affidavit
Schedule 1D	:	Proof of CSD Registration
Schedule 1E	:	Certificate of registration by the South African Insurance Association (SAIA) or the Insurance Institute of South Africa (IISA)
Schedule 1F	:	Particulars of Indemnity Insurance
Schedule 1G	:	Fidelity guarantee Insurance
Schedule 1H	:	Audited Financial Statements
Schedule 1I	:	Supporting evidence of company information and relevant experience
Schedule 1J	:	Supporting evidence of bidder's experience and client base
Schedule 1K	:	Supporting evidence of contactable references
Schedule 1L	:	Supporting evidence of key personnel experience
Schedule 1M	:	Supporting evidence of methodology

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING
THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

MBD 1: INVITATION TO BID AND STANDARD AND CONDITIONS OF BIDDING
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MBD 1: INVITATION TO BID AND TERM AND CONDITIONS FOR BIDDING



NAMAKWA DISTRICT MUNICIPALITY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMAKWA DISTRICT MUNICIPALITY					
BID NUMBER:	TENDER 14/2023	CLOSING DATE:	11 September 2023	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NAMAKWA DISTRICT MUNICIPALITY					
VAN RIEBEECK STREET					
SPRINGBOK					
8240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Colwin Brown
CONTACT PERSON	Chaldon Osborne	TELEPHONE NUMBER	027 712 8000
TELEPHONE NUMBER	0277128000	FACSIMILE NUMBER	
FACSIMILE NUMBER	0277128041	E-MAIL ADDRESS	colwinb@namakwa-dm.gov.za
E-MAIL ADDRESS	chaldono@namakwa-dm.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING
THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

MBD 4: DECLARATION OF INTEREST

MBD 4: DECLARATION OF INTEREST



NAMAKWA DISTRICT MUNICIPALITY

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING
THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

- (a) **Price; and**
- (b) **Locality of supplier; and**
- (c) **B-BBEE**

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY OF SUPPLIER	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
TOTAL POINTS FOR PRICE, LOCALITY OF SUPPLIER AND B-BBEE	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for **locality of supplier and B-BBEE** with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

then the organ of state must indicate the points allocated for locality of supplier and B-BBEE for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within borders of Northern Cape	2	4		
Within borders of Namakwa District Municipality	3	6		
B-BBEE status level of contributor	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING
THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents from (name of institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Policy of the municipality;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....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 thirty (30) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	BBBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING
THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
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MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION
--



NAMAKWA DISTRICT MUNICIPALITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1A

TAX COMPLIANCE PIN NUMBER

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1B

MUNICIPAL BILL

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1C

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1D

CSD REGISTRATION

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1E

**CERTIFICATE OF REGISTRATION BY THE SOUTH AFRICAN INSURANCE
ASSOCIATION (SAIA) OR THE INSURANCE INSTITUTE OF SOUTH AFRICA (IISA)**

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1F

PARTICULARS OF INDEMNITY INSURANCE

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1G

FIDELITY GUARANTEE INSURANCE

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1H

AUDITED FINANCIAL STATEMENTS

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1I

SUPPORTING EVIDENCE OF COMPANY INFORMATION AND RELEVANT EXPERIENCE

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1J

SUPPORTING EVIDENCE OF BIDDERS EXPERIENCE CLIENT BASE

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1K

SUPPORTING EVIDENCE OF CONTACTABLE REFERENCES

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1L

SUPPORTING EVIDENCE OF KEY PERSONNEL EXPERIENCE

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

SCHEDULE 1M

SUPPORTING EVIDENCE OF METHODOLOGY

PLEASE ATTACH HERE

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

C1.1: FORM OF OFFER AND ACCEPTANCE

1.1 OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026.

The Service Provider, identified in the Offer signature block below, has examine the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
.....Rand (*in words*); R(*figures*).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Service Provider before the end of the period of validity stated in the quotation data, whereupon the Service Provider becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Service Provider:

.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

.....
.....
.....

Signature and name of witness:

.....
Signature

.....
Name

Date:

1.2 ACCEPTANCE

By signing this part of Offer and Acceptance, the Employer identified below accepts the offer of the Service Provider. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the offer of the Service Provider shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this Agreement and in the Contract that is subject of this Agreement.

The terms of the contract, are contained in

Part 1	Agreement and Contract Data, <i>(which includes this Agreement)</i>
Part 2	Pricing Data
Part 3	Scope of Work
Part 4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the quotation data and any addenda thereto listed in the Service Provider Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Service Provider shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement come into effect on the date when the Service Provider receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Service Provider (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Employer: *Signature*.....

Name Sydney Adams

Capacity Municipal Manager.

Name and address of organization: Namakwa District Municipality

Van Riebeeck Street
Springbok
8240

Signature and name of witness: *Signature*

Name

Date

1.3 SCHEDULE OF DEVIATIONS

The extent of deviations from the quotation documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of quotation.

A Service Provider's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the quotation documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject
Details
5. Subject
Details
6. Subject
Details

By the duly authorized representatives signing this schedule of deviations, the employer and the Service Provider agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the Service Provider schedules, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the Service Provider and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Service Provider of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Service Provider:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organisation)

Name and signature
of witness Date

For the employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organisation)

Name and signature
of witness Date

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING
THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract shall apply. Copies are available on the National Treasury website at www.treasury.gov.za and are also available from the office of the Employer.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Compulsory Data

Ref Clause	DESCRIPTION
Clause 1	The name of the Employer is NAMAKWA DISTRICT MUNICIPALITY
Clause 1	The address of the Employer is: Name: NAMAKWA DISTRICT MUNICIPALITY Address: ... VAN RIEBEECK STREET, SPRINGBOK. Tel: 027 712 8000 Fax: 027 712 8040 E-mail: chaldono@namakwa-dm.gov.za
Clause 1	The Project is: SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026
Clause 3.4 & 4.3.2	The authorized & designated representative of the employer is Colwin Brown
Clause 3.5	The location of Performance of the project is in Namakwa District Municipal Area
Clause 3.6	The service provider may not release public or media statements or publish material relating to the services or project under any circumstances
Clause 8.2.1	The Contract is concluded when both parties have signed the agreement.
Clause 9.1	Copyright of documents prepared for the project shall be vested with the employer.
Clause 12.1	Interim settlement of disputes to be by mediation / adjudication
Clause 12.2/12.3	Final settlement is by litigation / arbitration
Clause 12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by employer.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Ref Clause	DESCRIPTION
Clause (1)	The name of the Service Provider is
Clause (1)	The address of the Service Provider is: Name: Address: Tel: Fax: E-mail:
Clause 1	The period of performance is:
Clause 5.3	The authorized and designated representative of the service provider is: Name:.....

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING
THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

C2.1: PRICING INSTRUCTIONS

1. The activity schedule must be read in conjunction with the conditions of the tender, conditions of contract and scope of works. Detailed descriptions of the activities to be priced are provided in the scope of work.
2. For the purpose of the Activity Schedule, the following words shall have meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work.
Quantity	:	The number of units of work for each item.
Rate	:	The agreed payment per unit of measurement.
Amount	:	The product of the quantity and the agreed rate for an item.
Sum	:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work that is not measured in any units.
3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
4. The rates, sums, percentage fees, and prices in the Schedule of Activities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
5. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums, or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026

C3: SCOPE OF WORK

C3.1 PURPOSE

The Financial Division of the Namakwa District Municipality requires the services of a suitable, experienced Service Provider to supply a short-term insurance service from the date of signing the service level agreement until 30 June 2026.

C3.2 APPLICABLE STANDARDS

The Service Provider shall take cognizance of, and adhere to, all applicable National and International Standards in the execution of his work.

C3.3 EVALUATION

CRITERIA FOR FUNCTIONALITY/QUALITY

Bidders must score a minimum of 75 points of 100. Bidders that do not score the minimum of 75 points or more for the functionality criteria will be deemed not responsive and only those bidders who score more than 75 out of 100 points will be evaluated further on the 80/20 preference points system. Only tenderers who score the minimum points will be eligible for further evaluation. The quality criteria and maximum score is as follows:

Namakwa District Municipality criteria for technical functionality		POINT 100
1.	Company Information and relevant experience	Maximum points to be awarded
1.1.	A minimum number of years in operation. The bidder should provide a detailed company profile including clients they have provided services for: • Less than 3 years – 5 points • 3 – 5 years – 10 points • 6 years and above – 20 points (Supporting evidence to be attached as Annexure – Company Experience)	20
2.	Bidders Experience	
2.1.	Please provide proof of client base demonstrating the organisational experience in rendering similar services. The demonstration should be in the following format:	30

	<table><tr><th>No.</th><th>Client Name</th><th>Contact Details</th><th>Sum Insured</th><th>Period of Cover</th><th>Claims success rates</th></tr><tr><td>1.</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td><td></td><td></td><td></td></tr></table> • 3 clients and below 10 points • 4 – 5 clients 20 points • 6 clients and above 30 points (Supporting evidence to be attached as Annexure – Client Base)	No.	Client Name	Contact Details	Sum Insured	Period of Cover	Claims success rates	1.						2.						3.						
No.	Client Name	Contact Details	Sum Insured	Period of Cover	Claims success rates																					
1.																										
2.																										
3.																										
3.	Contactable References																									
3.1.	The company’s proven track record in handling assignments of a similar nature. A minimum of three written reference letters from clients where a similar service is/was rendered. Letters should not be older than 3 months. • 2 letters and below 5 points • 3 – 5 letters 10 points • 6 letters and more 15 points (Supporting evidence to be attached as Annexure – Contactable References)	15																								
4.	Key Personnel Experience																									
4.1.	Experience of a broker managing insurance contracts within Local Government portfolio. (Please provide broker’s CV illustrating the experience) • Less than 3 years 5 points • 4 – 5 years 10 points • 6 – 7 years 15 points • 8 years and above 20 points (Supporting evidence to be attached as Annexure – Key Personnel Experience)	20																								
5.	Methodology																									
5.1.	Provide a detailed plan with timelines on how the bidder will manage the insurance portfolio of the Municipality in terms of the following: • Risk Assessment - 5 points • Claims management procedure detailing responsibilities of bidder and Municipality. - 10 points	15																								

	(Supporting evidence to be attached as Annexure – Methodology)	
TOTAL TECHNICAL/FUNCTIONALITY POINTS		100
MINIMUM OF 75 POINT TO CONTINUE TO THE NEXT STAGE		

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

MBD 3.3

PRICING SCHEDULE (PROFESSIONAL SERVICE)

Name of Bidder.....

Bid Number: Tender: 14/2023

Closing Time 12H00

Closing Date 11 September 2023

TARIFFS MUST BE FIXED

Policy Type	Total Premium	Excess Payments
1. Combined Section		
2. House Owners		
3. Office content		
4. All Risks		
5. Goods in Transit		
6. Burglary		
7. Glass		
8. Money		
9. Fidelity Guarantee		
10. Public Liability		
11. Directors & Officials		
12. Personal Accident		
13. Stated Benefits		
14. Employer Liability		
15. Electronic Equipment		
16. Motor Fleet		
<u>SASRIA</u> Combined		
House Owners		
All Risks		
Councillor's Property and Assets		
Goods in Transit		
Glass		
Money		
Electronic Equipment		
Motor Fleet		
TOTAL		
15 % VAT		
TOTAL (VAT Included)		

Signature:

Date:

Please note: If this pricing schedule is not utilised your tender will be disqualified

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT-TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
1.	COMBINED SECTION	
	INSURED AGAINST:	
	Fire & Explosion	
	Lightning	
	Collision	
	Storm and other weather related incidents	
	Malicious Damage	
	Plus other related dangers	
	<u>STANDARD STRUCTURES</u>	
	BUILDING (Annexure A)	R 41 558 084.43
	CONTENTS	Included in Buildings
	PROPERTY SPECIFICALLY INSURED	R 0
	TOTAL	R 41 558 084.43
	<u>NON-STANDARD STRUCTURES</u>	
	BUILDINGS	
	CONTENT	
	PROPERTY SPECIFICALLY INSURED	
	TOTAL	R 0
	CLAIM PREPARATION COSTS	
	RUBBLE REMOVAL	
	GENERAL INCREASE – BUILDINGS	
	GENERAL INCREASE – CONTENT	
	GENERAL INCREASE – MORE SPECIFIC	
	ESCALATION (Indicate for years 1, 2 & 3)	
	PROFESSIONAL FEES	
	<u>EXCESS PAYMENT</u>	
	General	
	Lightning	
	Collision	
	Electrical Equipment	
	Malicious Damage / Theft	
	Storm and other weather related incidents	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
2.	HOUSE OWNERS	
	INSURED AGAINST:	
	Fire & Explosion	
	Lightning	
	Collision	
	Storm and other weather related incidents	
	Malicious Damage	
	Plus other related dangers	
	<u>STANDARD STRUCTURES</u>	R 12 284 711.55
	NON-STANDARD STRUCTURES	
	CLAIM PREPARATION COSTS	
	RUBBLE REMOVAL	
	GENERAL INCREASE	
	ESCALATION (Indicate for years 1, 2 & 3)	
	PROFESSIONAL FEES	
	<u>EXCESS PAYMENT</u>	
	General	
	Lightning	
	Collision	
	Electrical Equipment	
	Malicious Damage / Theft	
	Storm and other weather related incidents	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
3.	OFFICE CONTENT	
	INSURED AGAINST:	
	<u>Same as combined section</u>	R 4 871 001.54
	Content of Office	
	Loss of Documents	
	Burglary Excess	
	Increase in operating cost	
	Claim Preparation Costs	

Detail		INSURED AMOUNT
4.	ALL RISKS	
	INSURED AGAINST:	
	<u>All risks as prescribed below</u>	
	GENERAL UNSPECIFIED	R 1 000 000.00
	GENERAL SPECIFIED (Annexure B)	R 1 481 728.72
	SPECIFIED COMPUTER EQUIPMENT (Laptops, Tablets, etc)	R 1 181 489.24
	TOTAL ALL RISKS	R 3 663 217.96
	CELL PHONES	
	GENERAL INCREASE	
	EXCESS PAYMENT	
	- General	
	- Cell Phones	
	- Clothing & Personal Belongings	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
5.	GOODS IN TRANSIT	R 51 900
	INSURED AGAINST:	
	All Risks	
	FIRST LOSS LIMIT	
	EXCESS PAYMENT	
	TARIFF	

Detail		INSURED AMOUNT
6.	BURGLARY	
	INSURED AGAINST:	
	<u>Forcible and violent entry into or exit from any building or structure including goods in the open</u>	
	FIRST LOSS LIMIT	R 55 000
	TOTAL CONTENT OF ALL BUILDINGS (Annex A)	INCLUDED IN
	DAMAGE OF BUILDINGS	COMBINED
	EXCESS PAYMENT	SECTION
	Content	R
	Without burglar bars and security gates	
	With burglar bars in front of all the windows and security gates in front of outside doors	
	Locks and keys	
	Personal Belongings	
	Goods in the open	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
7.	GLASS	R 41 520
	INSURED AGAINST:	
	<u>Accidental loss or damage</u>	
	FIRST LOSS LIMIT	
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	

Detail		INSURED AMOUNT
8.	MONEY	
	INSURED AGAINST:	
	<u>Loss of money due to violence and money in transit</u>	
	MAIN LIMIT	R 500 000
	PRIVATE POINT OF SALES	R 0
	CHEQUES	R 0
	INCREASE LIMIT OUTSIDE SAFE	R 5 000
	CASH WITHDRAWAL UNITS	R 0
	MONEY OTHER THAN CHEQUES	R 20 000
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
9.	FIDELITY GUARANTEE	R 100 000.00
	INSURED AGAINST:	
	<u>Loss of money and/or property as a result of fraud and dishonesty of an insured employee which result in dishonest personal financial gain for the employee concerned</u>	
	MAIN LIMIT	
	CLAIM PREPARATION COSTS	
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	

Detail		INSURED AMOUNT
10.	PUBLIC LIABILITY	
	INSURED AGAINST:	
	<u>Legal liability to third parties arising out of accidental injury and/or illness and/or loss or damage to their property</u>	
	LIMIT OF LIABILITY	
	SALARIES AND WAGES	R 100 000 000.00
	EXCESS PAYMENT	
	General	
	Potholes, open manholes, uneven pavements	
	Electricity provision	
	Damage on underground cables	
	Scattered fire at the refuse site	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
11.	DIRECTORS AND OFFICIALS	4 Directors / Senior Managers (24 Hour cover) R 3 000 000.00
	INSURED AGAINST:	
	<u>Legal liability if an official is prosecuted in his private capacity</u>	
	LIMIT OF LIABILITY	
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	

Detail		INSURED AMOUNT
12.	PERSONAL ACCIDENT	
	INSURED AGAINST:	
	<u>Death or bodily injury caused by accidental, violent, external and visible means</u>	
	19 Councillors: 2 (24 hour cover)	
	17 (business hours plus commuting)	
	1. Permanent disability % compensation	Continental scale
	2. Temporary Disability for 104 weeks	R 1 500 per week
	3. Medical Cost	R 30 000
	4. Death	2 X annual salary
	5. Funeral costs	R 15 000
	6. Repatriation costs	R 15 000
	7. Mobility costs	R 15 000
	8. Relocation costs	R 15 000
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
13.	STATED BENEFITS	
	INSURED AGAINST:	R 49 756 381.00 – Employees
	<u>Death or bodily injury caused by accidental, violent, external and visible means</u>	R 4 604 598.00 – Councillors
	ALL PERSONNEL @ COUNCIL ACTIVITIES	
	1. DEATH	3 x Annual Earnings
	2. PERMANENT DISABILITY	Continental scale
	3. TEMPORARY DISABILITY	100% of average weekly earnings for a maximum of 104 weeks
	4. MEDICAL COSTS	R 30 000
	5. MOBILITY	R 15 000
	6. FUNERAL COSTS	R 15 000
	7. REPATRIATION	R 15 000
	8. RELOCATION	R 15 000
	94 Other employees (business hours plus commuting)	
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		INSURED AMOUNT
14.	EMPLOYER LIABILITY	
	INSURED AGAINST:	
	<u>Damages which the insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed or under contract of service with the insured</u>	
	LIMIT OF LIABILITY	R 2 000 000
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	

Detail		INSURED AMOUNT
15.	ELECTRONIC EQUIPMENT	
	INSURED AGAINST:	
	<u>ACCIDENTAL AND VIOLENT DAMAGE INCLUDING SUDDEN AND UNFORSEEN MECHANICAL OR ELECTRICAL FAILURE TO EQUIPMENT</u>	
	HARDWARE AND SOFTWARE	R 8 878 993.18 (electronic equipment)
	LAPTOPS AND TABLETS	R 1 181 489.24
	LOSS OF DATA	R120, 000
	INCREASED COST OF WORKING	R 90, 000
	GENERAL INCREASE	
	EXCESS PAYMENT	
	PREMIUM	
	TARIFF	

TENDER: 14/2023

NAMAKWA DISTRICT MUNICIPALITY

**SUPPLY OF SHORT – TERM INSURANCE SERVICE FROM THE DATE OF SIGNING THE
SERVICE LEVEL AGREEMENT UNTIL 30 JUNE 2026**

Detail		Insured Amount	Number	Value
16.	MOTOR FLEET			
	COMPREHENSIVE COVER			
	TOTAL FLEET	R 5 464 267.59	23	
	MOTOR CARS AND MINIBUSES SEATING UP TO 16 PERSONS	R 1 733 201.54	6	
	LDV	R 2 201 640.60	10	
	FIRE FIGHTING TRAILER	R 318 115.16	5	
	HIGH VALUE VEHICLES (ABOVE R 500 000)	R 1 211 310.29	2	

The electronic document with the breakdown of each section to be utilised in the calculation of premiums to be obtained from:

Name: Dane Fortuin
Contact details: (027) 712 8000
Email address: danef@namakwa-dm.gov.za

INSTRUCTION TO POTENTIAL SERVICE PROVIDERS

ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE

- 1.1 Any portion of the Tender Document not completed will be interpreted as “not applicable”.
- 1.2 The Namakwa District Municipality reserves the right to accept:
 - the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered) and the Namakwa District Municipality is not obliged to accept the lowest or any tender.
- 1.3 The Namakwa District Municipality will not be held responsible for any expenses incurred by potential service providers in preparing and submitting quotations.
- 1.4 The Namakwa District Municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 1.5 The Namakwa District Municipality’s representative for the purpose of this quote shall be:

Name: Mr Colwin Brown

Tel. No: (027) 712 8000

Email : colwinb@namakwa-dm.gov.za

2. VALIDITY PERIOD

- 2.1 Any tender submitted shall remain valid, irrevocable, and open for written acceptance by the Namakwa District Municipality for a period of ninety (90) days from the closing date. By submitting a quotation, the potential service provider undertakes not to withdraw his quote or to amend it during the aforesaid period of ninety (90) days.

3. SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS CONTRACT (SCC) SUPPLEMENT MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

- 3.1 Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach and the Namakwa District Municipality reserves the right to cancel the Contract in terms of Clause 23 of the GCC.
- 3.2 Payment - Clause 16 of GCC

All invoices must be forwarded to the following address:

Namakwa District Municipality, Private Bag X 20, Springbok, 8240.

4. SETTLEMENT OF DISPUTES – CLAUSE 27 OF GCC

4.1 The Namakwa District Municipality and the supplier agree that mediation as referred to in Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Namakwa District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.