



Knysna
Municipality ♦ Munisipaliteit ♦ uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

TENDER DOCUMENT

TENDER NUMBER:		T 37 OF 2025/26	
TENDER DESCRIPTION:		Provision of Short-Term Insurance for a period of 36 Months	
CLOSING TIME:	12H00	CLOSING DATE:	27 May 2026
Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING, QUEEN STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms – (not to be re-typed) 2. No Tippex is allowed. 3. Bids must be completed in black ink in writing. 4. Scanned document in a USB must be submitted with the tender. 5. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Tendered Amount:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CSD Supplier number			
CSD Unique reference number			

B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

Signature of Knysna Municipality Officials at Tender Opening

1.

2.

KNYSNA MUNICIPALITY									
TENDER NOTICE AND INVITATION TO BID									
DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS (if different from above):									
STREET ADDRESS:									
		City/Town		Code					
POSTAL ADDRESS:									
		City/Town		Code					
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER:			CIDB CRS NUMBER:	N/A					
TCS PIN			FACSIMILE NUMBER:						
E-MAIL ADDRESS:									
TELEPHONE NUMBER:			CELLPHONE NUMBER:						
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?				YES	NO				
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)				YES	NO				
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)				YES	NO				
DECLARATION									
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.									
NAME (PRINT)				SIGNATURE					
CAPACITY				DATE					

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO BID		
	NOTICE NO :	1	DEPARTMENT :
ADVERTISED IN:	KNYSNA-PLETT HERALD, ACTION ADS, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E-TENDER PORTAL		
BID NO:	T 37 OF 2025/26	PUBLISHED DATE:	23 April 2026
Bids are hereby invited for (Tender Description):	Provision of Short-Term Insurance for a period of 36 Months		
CLOSING TIME AND DATE:	No later than 12H00	On the Date:	27 May 2026
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna		
AVAILABILITY OF BID DOCUMENTS:			
Tender Documents will be available at no charge from the Knysna Municipality Website at www.knysna.gov.za (Website navigation is as follow: Information centre – Do Business – Bidding Opportunities - Tenders – Current Tenders.			
Tender documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.		Tender documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.	
Date Available:	23 April 2026	Non-refundable Documentation Fee:	0.00
BID RULES:			
1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna. . Bids may only be submitted on the bid documentation that is issued Bids will be evaluated according to the 80/20 preference points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022 The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.			
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)..			
Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za .			
Preferential Procurement Point System Applicable	80/20	Local Content Requirement	N/A
CIDB Registration Required	N/A	Validity Period	180 Days
Validity period	Notwithstanding the period of validity of bids as set out in the bid documents, the Municipality reserve the right to request validity		

	extension. Failure of bidder/s to accept or confirm the bid validity extension period on or before the stipulated date, it will be accepted that there are no objections to the extension of the bid validity period		
Site Meeting/Information Session	Not Applicable		
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:	
Section:	Assets & Liabilities Department	Section:	Supply Chain Management
Contact Person:	Landia van Huyssteen	Contact Person:	Mzwanele Mato
Tel:	Written Enquiries Only	Tel:	Written Enquiries Only
Email:	lvhuyssteen@knysna.gov.za	Email:	mmato@knysna.gov.za
AUTHORISED BY:		ACTING MUNICIPAL MANAGER	DR. RICHARD MARTIN

Version 1.4

MBD 2

KNYSNA MUNICIPALITY TAX CLEARANCE CERTIFICATE REQUIREMENTS	
It is a condition of tender 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, before an award may be considered.	
1.	In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	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 .
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za .

MBD 4

KNYSNA MUNICIPALITY DECLARATION OF INTEREST											
1.	No bid will be accepted from persons in the service of the state*.										
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.										
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.										
3.1.	Full Name of bidder or his / her representative:										
3.2.	Identity number:										
3.3.	Position occupied in the Company (director, trustee, shareholder ²)										
3.4.	Company Registration Number:										
3.5.	Tax Reference Number:										
3.6.	VAT Registration Number:										
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.										
3.8.	Are you presently in the service of the state*									YES / NO	
3.8.1.	If yes, furnish particulars.										
3.9.	Have you been in the service of the state for the past twelve months?									YES / NO	
3.9.1.	If so, furnish particulars.										
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?									YES / NO	
3.10.1.	If so, state particulars.										
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?									YES / NO	
3.11.1.	If so, state particulars.										
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?									YES / NO	
3.12.1.	If so, state particulars.										

3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:			
Full Name		Identity Number	Individual Tax Number for each Director
CERTIFICATION			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
¹ MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;		
b)	a member of the board of directors of any municipal entity;		
c)	an official or any Municipality or municipal entity;		
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);		
e)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		
² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.			

KNYSNA MUNICIPALITY

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

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

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

1. GENERAL CONDITIONS

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

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

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

a) **80/20 preference point system** will be applicable in this tender.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		

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:

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

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 specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

NB: BBBEE Certificate will be applied in order to allocate preference points. The 80/20 preference points system is applicable in this tender.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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:
.....
.....
.....

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	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).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	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).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	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	
3.4.	If so, furnish particulars:		
3.5.	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	
3.6.	If so, furnish particulars:		
3.7.	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	
3.8.	If so, furnish particulars:		
3.9.	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	
3.10.	If so, furnish particulars:		

4.	CERTIFICATION		
I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

KNYSNA MUNICIPALITY	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
1.	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 <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
2.	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: - take all reasonable steps to prevent such abuse; - 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 - 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.
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number:	T 37 of 2025/26
Description:	Provision of Short-Term Insurance for a period of 36 Months
in response to the invitation for the bid ISSUED by the Knysna Municipality , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That: - I have read and I understand the contents of this Certificate; - I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; - I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; - 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; - 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: - has been requested to submit a bid in response to this bid invitation; - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and - provides the same goods and services as the bidder and/or is in the same line of business as the bidder - 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. - In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: - prices;	

b) geographical area where product or service will be rendered (market allocation) c) methods, factors or formulas used to calculate prices; d) the intention or decision to submit or not to submit, a bid; e) the submission of a bid which does not meet the specifications and conditions of the bid; or f) bidding with the intention not to win the bid.			
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.			
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.			
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.			
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.			
NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
¹ Includes price quotations, advertised competitive bids, limited bids and proposals. ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.			

KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledges 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 Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
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.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
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)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

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.

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
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Version 3.0

KNYSNA MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1. DEFINITIONS	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"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.
"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.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.

"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"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.
"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.
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.
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	
10.1.	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	
11.1.	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	
12.1.	Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental	
13.1.	The supplier may be required to provide any or all of the following services, including additional services, if any: 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.
16. Payment
16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified. 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3. Payments shall be made 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
17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders
18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver 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
19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. 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.
- 21.5. 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.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. 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;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. 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.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. 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.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1. 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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure
25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency
26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes
27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4. Notwithstanding any reference to mediation and/or court proceedings herein, 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.
28. Limitation of liability
28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. 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 28.1.2. 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.
29. Governing language
29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law
30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices
31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties
32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order. 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts
33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, 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.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser 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.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

KNYSNA MUNICIPALITY	
TENDER SPECIFICATIONS	
TENDER NUMBER:	T 37 of 2025/26
TENDER DESCRIPTION:	Provision of Short-Term Insurance for a period of 36 Months
1. INTRODUCTION	
The Municipality invites experienced and qualified service providers to tender for the Management of the Short-Term Insurance Portfolio of Knysna Municipality for a contract period of 36 months from date of final appointment. Bids from suitable service providers will be evaluated according to the set criteria as set out in this document.	
2. SCOPE OF WORK	
A. The tenderer will be responsible for the overall management of municipality's Short-Term Insurance Portfolio, which should include amongst other B. Placement of the municipality's Insurance Portfolio and other Underwriting Administration processes C. Claims administration D. Review and renewal of the municipality's Insurance Portfolio over the term of the tender to ensure losses and/or liabilities are minimised. E. Risk assessments fees included in the final price F. Training of staff / capacity building G. The tenderer must submit a tender for Full Insurance Cover, as per detailed schedules that are provided as part of the tender documents. It should be noted that the insurance data/values provided, are based on the municipality's Insurance Portfolio as at 1 February 2025, which will be used for evaluation purposes.	
3. APPLICABLE LAWS AND REGULATIONS	
The successful service provider must adhere to the minimum legislative requirements as prescribed in the tender conditions.	
4. DETAILED SPECIFICATION	
Placement of the municipality's Insurance Portfolio and other Underwriting Administration processes a) Assess the municipality's insurance requirements as reflected in the Tender Specifications b) Negotiate with Insurance Underwriters on suitable insurance terms and premiums c) Meet with the municipality's officials whenever required by either party to discuss or advise on the insurance cover. d) Place the municipality's insurance portfolio with insurance underwriters that are reputable, financially stable, meet all the relevant statutory requirements and provide the municipality with written confirmation thereof, together with the insurance cover placed e) Any other processes required to successfully administer the underwriting procedures	

Claims Administration

The appointed service provider will be responsible to handle all aspects of the claims processes, as the municipality will not communicate directly to any legal representatives of the service provider, third parties or the Underwriter where the insurance is placed. The appointed service provider will be required to perform at least the following:

- a) Administer all the municipality's insurance claims, which fall under the various categories of the insurance policies.
- b) Administer all claims received by the municipality from third party's claiming for personal injury or damage to their property. This includes liaising with the third parties on the municipality's behalf
- c) Provide a motivation, based on substantive legal grounds, for all claims that were rejected by the insurance company. 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 under no circumstance communicate directly with the underwriter regarding any aspects of a claim.
- d) Notifications in respect of a) claims registrations, b) appointment of assessor and c) authorization of repairs must be submitted to the municipality.
- e) Confirmation of settlements paid to appointed service providers or the insured must be provided to the municipality to ensure accuracy and completeness of insurance registers.
- f) Submit monthly reports in respect of all of the municipality's claims submitted, indicating the status of each claim. The report must provide clear details that can identify the claim, indicating date of incident, date reported to the insurers and details of the progress with an indication of the outstanding information in order to finalise the claim.
- g) Reports must be provided to the Municipality on a monthly basis in respect of all claims measured against the total premiums paid.
- h) Regularly meet with the relevant municipal officials to discuss and advise on insurance claims.
- i) The appointed service provider will remain responsible for the administration and finalisation of all outstanding claims/open claims as at the expiry of this tender (30 June 2026), including claims with a date of loss as at 30 June 2026.
- j) Public Liability claims are dealt with on a claims-made basis, therefore any such claims received up to the expiration of the current contract/tender, will be dealt with by the current service provider Public Liability claims received on or after the commencement of this tender, will be dealt with the newly appointed service provider, even where the actual date of loss is before the commencement of this tender/contract.

Review and Renewal of municipality's Insurance Portfolio

- a) Annually, and prior to the renewal date, meet with the relevant municipal officials in order to discuss and advise on any additional insurance cover that may be required to ensure that the municipality's risk is minimised.
- b) Renew the municipality's insurance portfolio with the insurance underwriters at each renewal date, i.e. 01 July each year.
- c) Asset additions submitted to the insurer during the year must immediately be added onto the insurance portfolio and confirmed via a confirmation of cover letter. The municipality will not be held accountable for uninsured assets should the portfolio not be updated accordingly.

Risk Assessment

Provide annual Risk Assessments to ensure that the municipality has sufficient insurance coverage and that all risks are minimised.

Training of Staff / Capacity Building

- a) Provide an annual briefing workshop to the relevant municipal officials regarding insurance policy conditions and wording, on a date agreed upon by both parties;
- b) Provide training sessions as and when required on insurance related matters.

General

- a) Provide daily assistance and guidance with administration of claims.
- b) Provide daily assistance and guidance with general queries regarding the insurance policy conditions and wording.
- c) The Municipality is not bound to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof.
- d) Unless otherwise specified, it is accepted that, in the case of every type of policy tendered for, the tenderer will be willing to underwrite the individual policy type at the premium tendered, without any other policies being granted.
- e) The tenderer must provide amounts payable per line item, in respect of Excess Payments for each asset, as per the applicable tender schedules.
- f) Liability for payment of Assessor Fees must be for the account of the tenderer.
- g) The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the form of tender and the annexures.
- h) Tenders may only be submitted on the official tender document. The tender documents must be fully completed and signed.

- i) Tenderers must submit fully completed schedules of items for insurance cover together with each tender submitted, containing the detailed premium calculations for each class of insurance, over the tender period. These calculations must be submitted on a separate spreadsheet in Microsoft Excel on a CD ROM or other optical or data storage device. Tenderers must ensure that the tender submission must include a printed version of any and all of these schedules, duly signed off.
- j) Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.
- k) (All Brokers' fees and any other administrative fees that will be payable must be included in the insurance premiums.
- l) A detailed description of the assets, amounts insured, et cetera, is furnished herewith per **Annexure A**, according to information currently available. However, the Municipality reserves the right to adjust details in respect of final number, description and value of individual items for insurance cover, if necessary, at the final placement of the insurance
- m) The Municipality reserves the right to notify the tenderer of any adjustments, additions and/or disposals during the period of the contract, for which the appropriate adjustments in premium payable / refund must be affected.
- n) Bidders must allow the municipality 30 days to pay the monthly invoices and statements in respect of premiums, from receipt thereof. The municipality will not be liable for any financial or any other damages, due to the failure of the bidder to submit the invoices within the specified timeframes
- o) All payments due by the municipality in terms of claims and other related matters, including excess payments, will be paid over to the appointed service provider. Any payments in respect of the insurer or any other creditor will have to be transferred from the appointed service providers' account

The tender document includes an Annexure B with details regarding the Claims History Summary for 3 years.

SASRIA

- a) SASRIA Rates must be included as a line item wherever applicable.
- b) In addition, Insurance cover need to be provided to all municipal councillor's, for the loss of or damage to a councillor's personal immovable or moveable property and assets, excluding property used by such councillor for business purposes, as well as life and disability cover, for any loss or damage caused by riot, civil unrest, strike or public disorder.

Appointment of Assessors

- a) The Service provider will appoint an assessor as recommended by the Insurer within 5 (five) working days to investigate, evaluate, revise and authorize the quotations of vehicles involved in accidents or any other claim, as required by the insurer and/or the municipality
- b) The Service provider will provide to the appointed assessor the available information, documentation, declared value of the vehicle or any other claim and policy wording upon appointment.
- c) The Service provider will submit the assessors report and revised quotation within 5 (five) working days after the vehicle was assessed by the assessor or for any other claim to the employees of the Mechanical Maintenance Division and the relevant employee of the Insurance and Insurance Management Section.
- d) The assessor must recommend that the vehicle be either repaired by the approved panel beater or written off as per the insurance policy wording.
- e) The Service provider must submit within 1 (one) working day after the assessor's report was received with the recommendation that the vehicle must be written off as per the insurance policy wording a formal letter requesting that the vehicle be deregistered by either the Knysna Municipality or the lease company.
- f) The Service provider must assist the Knysna Municipality with the obtaining of the original deregistration certificate of the relevant authority at no additional cost to the Knysna Municipality within 6 (six) months after the original deregistration certificate was requested from the Knysna Municipality.
- g) The Service provider will be responsible for the payment of Assessors to investigate, evaluate, revise and authorize the quotations of vehicles involved in accidents or any other incident which require the services of an Assessor

Evaluation Schedule

The information requested from bidders in this tender has been identified by the Municipality as necessary so that the commitment, capability, suitability and capacity of the bidders can be evaluated.

SPECIFICATION REQUIREMENTS / INSURANCE COVERAGE / POLICIES

Bidders must clearly provide for Excess payments and SASRIA on each of the below Insurance Coverage. Should no Excess or SASRIA be applicable, this should also be stated where and if applicable.

5. SPECIFICATION REQUIREMENTS / INSURANCE COVERAGE / POLICIES

COMBINED SECTION		
Standard Constructed Buildings	R	855 077 699
Electricity Network, Substations, Mini-Subs, Transformers, etc.	R	3 082 479 437
Waterworks	R	2 117 111 402
Sewerage Works & Solid Waste	R	939 846 671
Reservoirs & Towers	R	869 652 090
Stadia and Sports Facility & Contents	R	437 499 878
Property More Specifically insured	R	120 822 178
Non - Standard Constructed Buildings	R	17 753 910
Private Dwellings, Residential Units, Hostels		
Standard Constructed Buildings	R	63 624 022
Non - Standard Constructed Buildings	R	945 368
Motor Vehicles whilst parked at Insured	R	1 000 000
Theft of immovable property	R	1 500 000
Malicious damage caused by thieves	R	1 500 000
Claims Preparation Costs	R	100 000
Capital additions @ 10%	R	904 024 326
Escalation (15%)	R	1 356 036 490

OFFICE CONTENTS SECTION		
Contents insured property	R	187 316 694
Artworks	R	395 653
Library Books	R	9 537 454
Theft (forcible & violent entry or exit)	R	49 312 450
Loss of Rent (up to 25% of sum insured)	R	49 312 450
Loss of Documents (Municipal plans etc.)	R	2 500 000
Legal Liability (Documents)	R	1 300 000
Increased Cost of Working	R	1 000 000
Locks and Keys	R	10 000
Reasonable Precautions	R	100 000
Claims Preparations Costs	R	100 000

BUSINESS ALL RISK SECTION		
All Specified Items (Excluding Laptops & Cell phones)	R	24 178 024
Laptops	R	4 221 811
Tablets		
Increased Cost of Working	R	50 000
Locks and Keys	R	10 000
Claims Preparations Costs	R	100 000

GOODS IN TRANSIT SECTION		
Load Limit	R	750 000
Removal of Debris	R	10 000
Claims Preparations Costs	R	100 000

THEFT SECTION		
First Loss Limit	R	440 000
Malicious Damage	R	100 000
Claims Preparations Costs	R	100 000

GLASS SECTION		
All Fixed Internal & External Glass	R	132 000
Squash Courts	R	368 000
Claims Preparations Costs	R	100 000

MONEY SECTION		
Possession of Councillors / Employees away from premises	R	17 000
In locked Safe	R	17 000
Loss of or Damage to Crossed Cheques, Money or Postal orders	R	115 000
Major Limit	R	230 000
Damage to Strongroom	R	50 000
Receptacles	R	50 000
Claims Preparations Costs	R	100 000

FIDELITY SECTION		
Limit Any One Period	R	264 500
Claims Preparations Costs	R	100 000

PUBLIC LIABILITY SECTION		
Limit of Indemnity	R	100 000 000
Wrongful Arrest & Defamation	R	2 250 000
Errors & Omissions	R	2 250 000
Product Liability & Defective Workmanship	R	2 250 000
Pedal Cycles	Market Value	
Legal Defence Costs	R	2 250 000
Professional Liability i.r.o Medical Practitioners or Officials	R	2 250 000
Spread of Fire	R	25 000 000
Municipal Police Liability	R	2 250 000
Use of Firearms	R	2 250 000
Motor Third Party Liability	R	4 000 000

EMPLOYERS LIABILITY SECTION		
Limit of Indemnity	R	25 000 000
Claims Preparations Costs	R	100 000
DIRECTORS & OFFICERS LIABILITY SECTION		
Limit of Indemnity: Directors & Officers	R	15 000 000
Limit of Indemnity: Company Reimbursement	R	15 000 000
HIV / AIDS SECTION		
Number of Persons		162
Define Benefit	R	110 000
Preventative Treatment	R	5 000
STATED BENEFITS SECTION		
A: Councillors	R	9 327 905
B: All Permanent Staff & Directors	R	292 599 466
C: All Temporary Staff	R	16 582 824
A: Death Benefit	2.5 x Annual Earnings	
A: Death Benefit	1 x Annual Earnings	
A: Death Benefit	2 x Annual Earnings	
Medical Expenses	R	40 000
Additional death benefit	R	10 000
Repatriation	R	10 000
Mobility	R	10 000
Relocation	R	10 000
ELECTRONIC EQUIPMENT SECTION		
Specified Equipment	R	13 317 038
Laptops	R	4 221 811
Increased Cost of Working	R	100 000
Locks and Keys	R	10 000
Claims Preparations Costs	R	100 000

MOTOR SECTION	
Vehicles below R500 000	
Private Type Vehicles & Minibuses	19
LDV's	87
Trucks	38
Tractors	10
Motorcycles	26
Trailers	52
Special Type Vehicles (Road Marking, Waste Compactors, etc)	3
High Valued Vehicles - Over and Above R500 000	42

- (a) SASRIA Rates must be included as a line item wherever applicable.
- (b) In addition, **Insurance cover need to be provided to all municipal councillor's**, for the loss of or damage to a councillor's personal immoveable or moveable property and assets, excluding property used by such councillor for business purposes, as well as life and disability cover, for any loss or damage caused by riot, civil unrest, strike or public disorder.

APPOINTMENT OF ASSESSORS

- a) The Service provider will appoint an assessor as recommended by the Insurer within a reasonable timeframe to investigate, evaluate, revise and authorize the quotations of vehicles involved in accidents or any other claim, as required by the insurer and/or the municipality
- b) The Service provider will provide to the appointed assessor the available information, documentation, declared value of the vehicle or any other asset and policy wording upon appointment.
- c) The Service provider will submit the assessors report and revised quotation within 5 (five) working days after the incident was assessed by the assessor to the employees of the Mechanical Maintenance Division and the relevant employee of the Insurance and Insurance Management Section.
- d) The assessor must recommend that the assets be either repaired or written off as per the insurance policy wording.
- e) The Service provider must submit within 1 (one) working day after the assessor's report was received with the recommendation that the asset must be written off as per the insurance policy wording. A formal letter is requested should a vehicle be deregistered by either the Knysna Municipality or the lease company.
- f) The Service provider must assist the Knysna Municipality with the obtaining of the original deregistration certificate for a vehicle of the relevant authority at no additional cost to the Knysna Municipality within 6 (six) months after the original deregistration certificate was requested from the Knysna Municipality.
- g) The Service provider will be responsible for the payment of Assessors to investigate, evaluate, revise and authorize the quotations of vehicles involved in accidents or any other incident which require the services of an Assessor.

INVALID TENDERS

The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer who is considered by the Bid Evaluation Committee to be invalid and eliminate from further evaluation for any of the following reasons:

- (a) The tender is not submitted on the official Pricing Schedule.
- (b) The tender document is not completed in non-erasable handwritten, or printed, ink or toner.
- (c) The Form of the Offer has not been signed with the original signature.
- (d) The Form of Offer is signed, but the name of the tenderer is not stated, or is indecipherable.

NON-RESPONSIVE TENDERS

Valid tenders will be declared non-responsive and eliminated from further evaluation if:

- a) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and combating of Corrupt Activities Act, Act 12 of 2004, or has been listed of the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- b) The tenderer is prohibited from doing business with the Knysna Municipality.
- c) The tenderer does not comply with the Specification(s).
- d) The tenderer does not comply with the instructions as contained in the Price Schedule and/or Contract Price Adjustments and Rate of Exchange Variation (where applicable).
- e) The tenderer is a person, advisor or corporate entity involved with the Bid

Specification Committee or director/member of such a corporate entity and is therefore, prohibited tendering for any resulting contracts.

EXCESS AMOUNTS

Excess amounts are to be shown clearly, otherwise the Municipality will assume that no deductible amount will apply and this may not be rectified afterwards. The excess amounts tendered must remain firm for a period of 36 months.

6. PRICING REQUIREMENTS

- (a) Tender prices must be in ZAR Currency (Rand).
- (b) The premium tendered must remain firm for a period of 36 months and must include any broker fees. Tender rates must be submitted exclusive of Value-added-Tax of 15%, but the final bid price submitted must include VAT.
- (c) Where extensions are granted free of charge, this must be stated clearly
- (d) Where a line of cover or an extension is not tendered for, please state "no tender" in the premium column.
- (e) All costs must be included in the bid price.

7. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

The successful Service Provider must adhere to the Occupational Health & Safety act and take necessary steps to ensure his/her representative adheres to all legislative safety rules whilst rendering the service.

8. RETENTION

N/A

8. PAYMENT

The Municipality is committed to pay service providers within 30 days after the submission of an invoice or statement.

No upfront payment will be considered.

9. QUALITY AND QUANTITY

As stipulated in the tender specifications and pricing schedule

10. KEY PERFORMANCE INDICATORS

The municipality may enter into a service level agreement with the successful service provider.

The Service Provider will be notified if the KPI's are not met.

If the Service Provider cannot submit satisfactory reasons why the KPI's was not met, the contract may be cancelled and the Service Provider might be blacklisted.

11. EVALUATION

- a) Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).
- b) All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations) as well as the Knysna SCM Policy.

c) (The evaluation will include verifying the tenderers compliance with the specifications, a special set of Pre-Qualification criteria related to the proposed solution as well as the service provider's capacity to implement. d) All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), Knysna SCM Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations). e) Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution). f) The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.	
12. DEFINITION OF TERMS	
None	
13. ABBREVIATIONS	
13.1. SCM	Supply Chain Management
13.2. SANS	South African National Standards
13.3. MBD	Knysna Municipality Bidding Document
13.4. VAT	Value-Added-Tax
14. TENDER CONDITIONS	
GENERAL CONDITIONS	
In addition to the basic specifications, an initial Pre-Qualification review will be performed, where bidders will be evaluated on specific tasks and outcomes which they must be able to perform or comply with. Failure to comply with ALL of the Pre- Qualification criteria or the provision of a similar proposals, will result in bidders being found non-responsive and will not be evaluated further.	
DISQUALIFICATION CRITERIA	
Failure to comply to any of the below mentioned special tender conditions will render the tenderer as non responsive	
Special Tender Condition	Comply: Yes/No. If comply attach evidence
The bidder must be registered as a Financial Services Provider (FSP) in terms of Financial Sector Conduct Authority (FSCA)	

The bidder must have a service consultant who Qualified, Licensed and Complies with Financial Advisory and Intermediary Services Act (Act 37 of 2002) (Supply evidence)	
The bidder must be registered as a professional insurance broker with South African Financial Services Intermediaries Association (SAFSIA) (Supply evidence)	
The bidder must have the relevant Professional Indemnity and relevant guarantees (Supply evidence)	
The bidder must submit a minimum of 3 written references from municipalities in the Republic of South Africa that they serve/d as Insurer broker (The references must be in the municipalities letter head)	
The bidder must provide the following information of a minimum of 3 staff, including legal advisory support, dedicated to the municipality: I. Name II. Contact details III. Qualifications IV. Years relevant experience (The bidder must inform the municipality of any changes in advance)	
Compulsory Insurance documentation to be submitted with the tender bid:	Comply: Yes/No. If comply attach evidence
FIA certificate	
FSB certificate	
SANAS approved ISO 9001 certification	
IRMSA certificate	
Professional Indemnity Insurance	
Fidelity Insurance	
Service Provider must provide the underwriter agreement	

KNYSNA MUNICIPALITY	
PRICING SCHEDULE FOR SERVICES	
Tender Number:	T 37 of 2025/26
Tender Description:	Provision of Short-Term Insurance for a period of 36 Months
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
Hereby offer to Knysna Municipality to provide the goods as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Knysna Municipality and subject to the conditions of tender, for the amounts indicated hereunder:	

PRICING SCHEDULE TO FOLLOW:

KNYSNA MUNICIPALITY	
PRICING SCHEDULE FOR SERVICES	
Tender Number:	T 37 of 2025/26
Tender Description:	Provision of Short-Term Insurance for a period of 36 Months
All applicable costs MUST be included in the bid price, for rendering of the service. Documents MUST be completed in non-erasable ink. Tendered rates must be VAT Inclusive	

TABLE A

INSURANCE SECTIONS			
TYPE OF POLICY	TOTAL INSURED AMOUNT	TARIFF	PREMIUM (Excluding VAT)
COMBINED	R 8 504 812 654		
OFFICE CONTENTS	R 197 249 801		
BUSINESS ALL RISK	R 28 399 835		
GOODS IN TRANSIT	R 750 000		
THEFT	R 440 000		
GLASS	R 500 000		
MONEY	R 230 000		
FIDELITY GUARANTEE	R 264 500		
PUBLIC LIABILITY	R 100 000 000		
MOTOR THIRD PARTY LIABILITY	R 4 000 000		
STATED BENEFITS	R 318 510 195		
EMPLOYERS LIABILITY	R 25 000 000		
DIRECTORS & OFFICERS LIABILITY	R 15 000 000		
ELECTRONIC EQUIPMENT	R 17 538 849		
MOTOR FLEET	277 x Vehicles		
HIV / AIDS	R 110 000		
YEAR: 2026 - 2027			

TABLE B

SASRIA			
TYPE OF POLICY	TOTAL INSURED AMOUNT		PREMIUM (Excluding VAT)
COMBINED	R 8 504 812 654		
OFFICE CONTENTS	R 197 249 801		
BUSINESS ALL RISK	R 28 399 835		
GLASS	R 500 250		
ELECTRONIC EQUIPMENT	R 17 538 849		
GOOD IN TRANSIT	R 860 000		
MOTOR FLEET:			
M2	R 34 797 583		
M6	R 12 212 599		
M8	R 43 958 010		
YEAR: 2026 - 2027			

TABLE C

BIDDERS EXCESS STRUCTURE (based on 3 years claim history Annexure B)			
Section of Policy	Per Incidents	Excess Payments	Excess Calculations
Combined	1		
All Transformers / Electrical / Reticulation claims:	1		
All other claims(Unless specifically defined)	1		
Fire directly as result of Arson	1		
Parked vehicles	1		
Storm / flood damage	1		
Theft Property in the Open & Malicious Damage	1		
Power station	1		
Buildings at distribution Centres	1		
Pole transformers, steel lampposts, traffic signs, robots meter & lights	1		
Unoccupied buildings (first 4 weeks of non-occupancy) theft malicious damage	1		
House Owners			
Per Structure	1		
Malicious Damage	1		
Unoccupied buildings (first 4 weeks of non-occupancy) theft malicious damage	1		
All Risks			
All items as per schedule			
Computer Equipment (excluding laptops, notebooks & tablets)	1		
Furniture & Office Equipment	1		
Machinery & Equipment	1		
Locks and keys	1		
Office Contents	1		
Contents	1		
Personal property Employees	1		
Locks and keys	1		
Theft / Burglary			
All other claims	1		
Theft of cables and electrical conductors	1		
Theft of goods in the Open	1		
With burglar bars all windows and safety gates all outside doors	1		

Section of Policy	Excess Payments	Number of Incidents	Excess Calculations
Without above protection			
Locks and keys			
Money			
All other claims			
Crossed cheques			
Loss or damage to money as a result of dishonest			
Fidelity Guarantee			
Glass			
Goods in Transit			
Public Liability			
All claims			
Potholes			
Motor Third Party Liability - Any other			
Motor Third Party Liability - Private & commercial up to 3500Kg gvm			
Spread of fire			
Damage to underground cable			
Professional indemnity			
Events Coverage. for a minimum of 10 events per year up to R 5 000 000.00			
Motor Fleet			
Private type vehicles, LDV's (windcreens)			
Special types, Fire Engines & Commercial trucks (windcreens)			
Private type vehicles, LDV's			
Vehicle valued up to R100 000			
Vehicle valued between R100 001 and R500 000			
Vehicle valued above R500 001			
Special types, Fire Engines			
Commercial trucks			
Vehicles valued up to R200 000			
Vehicles valued between R200 000 and R499 000			
Vehicles valued between R500 000 and R1 000 000			
Vehicle valued above R1 000 000			

Special types & Fire engines			
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Section of Policy	Excess Payments	Number of Incidents	Excess Calculations
Special types i.e. road making and construction			
Tractors			
Vehicles valued up to R200 000			
Vehicles valued above R200 000			
Trailers			
Loss of keys			
Theft/Hijack			
Group Personal Accident			
Medical Expense			
TTD			
Stated Benefits			
Medical Expense			
TTD			
Electronic Equipment			
Any other loss			
Increase in cost of working			
Reconstruction of data			
Lightning/Power surge			
Laptops, Notebooks & Tablets			
Accounts Receivable			
Directors and Officials			
Total Estimated Excess Payments =			

PRICING SUMMARY SCHEDULE

YEAR: 2026 - 2027	
Insurance Sections: Assets	
SASRIA	
Total Annual Premium (Vat Inclusive)	
Excess Structure Calculations	
Total Bid Price (VAT and Excess Structure Calculations included)	

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YEAR: 2027 - 2028	
Insurance Sections: Assets	
SASRIA	
Total Annual Premium (Vat Inclusive)	
Excess Structure Calculations	
Total Bid Price (VAT and Excess Structure Calculations included)	

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YEAR: 2028 - 2029	
Insurance Sections: Assets	
SASRIA	
Total Annual Premium (Vat Inclusive)	
Excess Structure Calculations	
Total Bid Price (VAT and Excess Structure Calculations included)	

Grand Total over the three-year period	
Year 1	
Year 2	
Year 3	
Grand Total (Year 1 + Year 2 + Year 3) Including VAT	

Signature of Knysna Municipality Officials at Tender Opening	1.
	2.

DECLARATION BY TENDERER			
I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form 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 in the Republic at:			
	Postal Code:		
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 specification in the tender documents and that the price 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.			
NAME OF ENTERPRISE:			
NAME (PRINT):			
CAPACITY:		DATE:	
SIGNATURE		WITNESS 1	
		WITNESS 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.

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

1. I hereby undertake to render services described in the attached bidding documents to Knysna Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **T 37 of 2025/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

2. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number **T 37 of 2025/26** 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. The contract duration will be for a period of 36 months from
to
5. The contract will be governed by the General Conditions of Contract and Special Conditions of Contract as stipulated in the tender document.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION
Provision of Short-Term Insurance for a period of 36 months	Prices are as per the pricing schedule.	36 months from date of appointment	

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2