



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NUMBER: T 2022/023
SHORT-TERM INSURANCE BROKER FOR A 12-MONTH PERIOD

COMPANY NAME:

POSTAL ADDRESS:

.....

.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services
Supply Chain Management
Tel: 086 126 5263
Fax: 086 688 4173

T 2022/023
SHORT-TERM INSURANCE BROKER FOR A 12-MONTH PERIOD

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A. TENDER NOTICE

Tenders are hereby invited from Short-Term Insurance Broker for a period of 12 months.

Technical enquiries regarding this bid can be directed to Surina Steyn at telephone no. 0861 265 263.

Closing date: 11:00 on Friday, 27 May 2022

Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 230.00 per document.

This tender will be evaluated in terms of the 80/20 Procurement Preference Point System as set out in the interim arrangements adopted by the Council of the Cape Winelands District Municipality on 28 April 2022 as it relates to preferential procurement in terms of the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000). However, should new Regulations take effect or the Constitutional Court's clarity on the suspension of the invalidity of the 2017 Preferential Procurement Regulations is provided prior to the awarding of the bid, the evaluation will be done in terms of the most valid and relevant Regulations.

Please take note of the responsiveness criteria as stipulated in the tender document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and National Treasury's Central Supplier Database.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS
MUNICIPAL MANAGER**

B. GENERAL CONDITIONS AND INFORMATION

Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation / awarding of tenders and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:-

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act no.56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs B.1. - 17. and C to P.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

1. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept any tender in whole or part.

The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

The Municipality reserves the right to accept more than one tender (in the event of a number of items being offered).

2. Validity Period

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of ninety (90) days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

3. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

It will be expected from Suppliers to update registration details every 12 months from date of registration. Payment will not be effected if supplier information is outdated.

The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

4. Completion of Tender Documents

The official tender form must be completed in BLACK ink and any corrections to the official tender form must also be made in BLACK ink and signed by the bidder.

Any tender documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

Any ambiguity has to be cleared with contact person for the tender before the tender closure.

5. Authorised Signatory

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

6. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

7. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

8. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

9. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

10. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Telexed, faxed or e-mailed tenders will not be accepted.

The tender forms should be carefully completed and no errors will be condoned after tenders have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

11. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

13. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

14. Past Practices

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favors, hospitality or any other benefit in any improper way, with this or any past tender.

15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

16. Broad-based black economic empowerment (B-BBEE) status level certificates

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, not a photo-copy of another certified copy thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI)

Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

These certificates are identifiable by a SANAS logo and a unique BVA number.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php.

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity.

Registered auditors approved by IRBA

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

Accounting officers as contemplated in section 60(4) of the CCA;

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points .
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R 10 million or less and level of percentage of black beneficiaries to claim points
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R 50 million and level of black ownership or a B-BBEE level verification certificate to claim points.
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R 50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points.

IN ORDER TO BE AWARDED PREFERENCE POINTS, ANEXURE H. QUESTIONNAIRE AND ANNEXURE K. PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

17. Application

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.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. 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.

The service provider shall permit the District Municipality to inspect the supplier's records relating to the performance of the service provider and to have them audited by auditors appointed by the District Municipality, if so required by the District Municipality.

20. Governing Language

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

21. Payments

Payments shall be made by the District Municipality within **thirty (30)** calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Tender.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Relevant specifications
- Value for money
- Capability to execute the contract
- Preferential procurement
- Relevant supply chain management Regulations

23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement;

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

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

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, 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 District Municipality actively associated.

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

The name and address of the supplier and / or person restricted by the District Municipality;
The date of commencement of the restriction;
The period of restriction; and
The reasons for the restriction

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

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. Termination for Insolvency

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

25. Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider 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.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider 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.

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

26. Applicable Law

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

27. Notices

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned 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;

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.

28. Taxes and duties

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

No contract shall be concluded with any tenderer whose tax matters are not in order.

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

29. Value-added tax (VAT) on invoices

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

Where the value of an intended contract will exceed R 1 000 000.00 (R1 Million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. CWDM will deem the price above R 1 000 000.00 (R1 Million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

31. Municipal Rates, Taxes and Charges

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

32. Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

33. Letter of Good Standing from the Commissioner of Compensation

If applicable, a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for "tender purposes" from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted, the bid will be disqualified.

34. Protection Of Personal Information

In submitting any information or documentation requested in this tender document, or any other information that may be requested pursuant to this tender, you are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"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 goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media 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 so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, 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:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

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.

8. 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. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. 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 goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the 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 purchaser actively associated.

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

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) 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. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

- 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,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply 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.

D. APPLICATION OF PREFERENCE POINT SYSTEM

The applicable **80/20** preferential points system will be used to evaluate individual tenders.

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2022/023	Closing date:	27/05/2022	Closing time:	11h00
Description	SHORT-TERM INSURANCE BROKER FOR A 12-MONTH PERIOD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Surina Steyn				
Telephone number	021 888 5280				
E-mail address	surina@capewinelands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelands.gov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online
- 1.3. This bid is subject preferential procurement, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the republic of South Africa (RSA)? Yes No
- 3.2. Does the entity have a branch in the RSA? Yes No
- 3.3. Does the entity have a permanent establishment in the RSA? Yes No
- 3.4. Does the entity have any source of income in the RSA? Yes No
- 3.5. Is the entity liable in the RSA for any form of taxation? Yes No

If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

Signature(s):

Name(s):

Capacity for the Tenderer:

Date:

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION

Tenders are hereby invited from Short-Term Insurance Brokers for a period of 12 months that will commence from 1 July 2022.

2. BACKGROUND

The insurance portfolio of the Cape Winelands District Municipality is made up of different types of category descriptions. The different category descriptions are listed in Schedule E below.

It will be required from the prospective Short-Term Insurance Broker to act as an intermediary between the Municipality and a suitable underwriter assisting the Municipality to find a policy that best suits the needs of the Municipality. It is required from the broker to provide advice on the best insurance options for the Municipality's needs and manage the entire insurance portfolio, inclusive of all the categories and its sub-categories.

The emphasis will be on the most cost-effective placement of the insurance portfolio in the insurance market, taking into consideration the mitigation of business risks and financial risks exposures.

3. SCOPE OF WORK

The scope of work under this tender will consist of four (4) deliverables, namely-

- A.** Objectives of this bid relating to the responsibilities of the Short-Term Insurance Broker
- B.** Services required from Short-Term Insurance Broker
- C.** Responsibilities of Short-Term Insurance Broker relating to the administration of Claims
- D.** Special conditions relating to the scope of work

DELIVERABLE A: OBJECTIVES OF THIS BID RELATING TO THE RESPONSIBILITIES OF THE SHORT-TERM INSURANCE BROKER

- A.1.** The objective of this bid is for a Short-Term Insurance Broker to deal with all aspects of insurance claims on behalf of the Municipality by rendering the following services;
 - A.1.1** Placement of the insurance portfolio at the underwriters,
 - A.1.2** Maintain insurance portfolio due to additions, disposals or any other relevant changes; and
 - A.1.3** Administration of all aspects of the insurance portfolio.

DELIVERABLE B: SERVICES REQUIRED FROM SHORT-TERM INSURANCE BROKER

- B.1** It is expected of the Short-Term Insurance Broker to provide the following services that may include but are not limited to the following:
 - B.1.1** Engage with all relevant stakeholders in order to set renewal at the commencement of the contract period.

- B.1.2** Review current cover, limits and sums insured.
- B.1.3** Compilation of detailed insurance manual as well as full summary on the Insurance Portfolio.
- B.1.4** Reconsideration and/or recommendations on rejected insurance claims.
- B.1.5** Compilation of claims procedural manual.
- B.1.6** Ad hoc adjustments and endorsements on insured values and items.
- B.1.7** Day-to-day correspondence and queries.
- B.1.8** Reconciliation of premium payments and refunds in accordance with accounts and statements.
- B.1.9** Ad hoc training where required in terms of policy and procedural manual.
- B.1.10** The Insurance Broker must attend meetings when required (ad-hoc) by the Cape Winelands District Municipality.

DELIVERABLE C: RESPONSIBILITIES OF SHORT-TERM INSURANCE BROKER RELATING TO THE ADMINISTRATION OF CLAIMS

- C.1** The administration of claims reported to the Insurance Broker may include but are not limited to the following:
 - C.1.1** Indicate a dedicated person/team where all claims and enquiries must be directed to.
 - C.1.2** Acknowledgement of receipt of claim forms and confirm all claims in writing to the Municipality within a reasonable time after receipt of the notification of the incident.
 - C.1.3** Provide statistics on all claims/ declarations made as requested by the Municipality.

DELIVERABLE D: SPECIAL CONDITIONS RELATING TO THE SCOPE OF WORK

- D.1** The successful service provider must conform to the following:
 - D.1.1** The retroactive periods as stipulated in the respective schedules must be included in the insurance portfolio when placement thereof occur.
 - D.1.2** The terms and conditions must remain unchanged for the duration of the contract period.
 - D.1.3** Engagement on any aspect of an insurance claim will be done through the broker.
 - D.1.4** Should the Service Provider at any stage for any reason whatsoever terminates and/or cancel its contract with the underwriter that is indicated in this tender document, the Cape Winelands District Municipality, may with immediate effect cancel the contract entered into between the Cape Winelands District Municipality and the Service Provider by means of written notice to that effect and without prejudice to any of their rights to claim compensation for damages which the Cape Winelands District Municipality may suffer because of the cancellation.

4. INSTRUCTIONS FOR COMPLETING BIDS

- 4.1** The following schedules must be considered when completing the tender:

Non-returnable schedules:

- Schedule A: Particulars of assets, the total value insured and limits of indemnity
- Schedule B: Particulars of combined building
- Schedule C: Particulars of business all risk
- Schedule D: Particulars of motors
- Schedule E: Claims history information

Returnable schedules:

- Schedule F: Category Descriptions
- Schedule G (Part A): Premium to be provided based on information provided
- Schedule G (Part B): Excess amount applicable

4.2 Bids submitted by prospective service providers must include but are not limited to the following conditions:

4.2.1 Short Term Insurance brokers can source different underwriters for the respective category descriptions.

4.2.2 Particulars of assets, the total value insured and limits of indemnity as included in **Schedules A to D** are based on the existing insurance portfolio. The Municipality reserves the right to make amendments as a result of additions, disposals or any other relevant changes to the particulars of assets, the total value insured and limits of indemnity on submission of the final insurance portfolio, as well as during the period of the contract. Should there be any amendments made, such items must be insured at the same rate as indicated in the detailed calculations supporting the premiums in the **Compulsory Returnable Schedule: Schedule G Pricing Schedule**.

4.2.3 The bid submitted should be accompanied by a detailed list illustrating all the excesses applicable to the categories indicated in **Schedule A**, however not limited to the categories mentioned.

4.2.4 The bidder must disclose the underwriter for each category description, as well as the underwriter category description in **Compulsory Returnable Schedule: Schedule F**.

5. DURATION OF CONTRACT

5.1 The award under this bid will be for the period commencing from 1 July 2022.

5.2 The tender will be valid for a 12-month contract period.

5.3 Timeframes for the duration of this contract may be done in consultation with the Cape Winelands District Municipality and must be mutually agreed to between the latter and the successful bidder.

6. EVALUATION CRITERIA

6.1 The bid must be evidenced by signed quotations, from underwriters that are in good standing as per industry standards, who will support the recommended structure at the terms, conditions and exceptions proposed.

6.2 The insurance/indemnity limits as indicated in the **Non-Returnable Schedule: Schedule A** form the basis of the minimum insurance cover to be provided to the municipality and the quotation referred to in 6.1 above must clearly state the insurance/indemnity limits to CWDM. **Bids not meeting the aforementioned minimum insurance/indemnity limits may be considered non-responsive and disqualified.**

- 6.3** The value that will be utilized for evaluation purposes, for the calculation of preference points out of 80 for price, will be the total premium plus the total excess as contained in the **Compulsory Returnable Schedule: Schedule G Pricing Schedule**
- 6.4** For evaluation purposes, the Municipality will calculate the total excess component of the grand total included in the value referred to in 6.2 above on the weighted average percentage in terms of the number of claims. The bidder must only provide the excess amount. The following weighted average will be applied during the evaluation process:

CATEGORY DESCRIPTION	WEIGHTED % IN TERMS OF NUMBER OF CLAIMS
Business All Risk	12%
Building Combined	5%
Electronic Equipment	1%
Motor Fleet	72%
Public Liability	10%
Theft	1%
Total	100%

7. PRICING INSTRUCTIONS:

- 7.1** For evaluation purposes it is essential that the **Compulsory Returnable Schedule: Schedule G Pricing Schedule** be completed for all categories and sub- categories.
- 7.2** Cognisance should be taken that alternative pricing schedules submitted other than the **Compulsory Returnable Schedule: Schedule G Pricing Schedule** may result in incorrect values utilized for price evaluation purposes due to unintentional administrative oversight.
- 7.3** The price quoted must include all services as stipulated in the Scope of Work.
- 7.4 Premium**
- 7.4.1** All premiums are to be rounded off to the next full rand.
- 7.4.2** All premiums quoted are to INCLUDE VAT for a period of 12 months.
- 7.4.3** A detailed premium and tariff calculation document for each category description completed must be submitted.
- 7.4.4** In instances where quotations differ from bidders who utilise the same underwriter, the Cape Winelands District Municipality (CWDM) will expect from such bidders to disclose comprehensive particulars to support their cost structure that will enable the Municipality to determine what the differences consist of. This information will only be requested if necessary and must be submitted within a reasonable timeframe as determined by the CWDM.
- 7.5 Excess**
- 7.5.1** For evaluation purposes the Bidder must assume that the incidents mentioned in the **Excess Compulsory Returnable Schedule G** meets all the terms and conditions of the insurance policy and the approval from the underwriter.

7.5.2 The Bidder must provide maximum amounts payable per line item, in respect of excess payments for each incident listed in the **Compulsory Returnable Schedule: Schedule G Part B**

7.5.3 Please take note if any discrepancies are identified between the excess amount applicable in the **Compulsory Returnable Schedule: Schedule G Part B** and the detailed list requested in 4.2.3 above, the amount indicated in the **Compulsory Returnable Schedule: Schedule G Part B** will be considered for the term of the contract.

8. REMUNERATION

8.1 The premium payable will be eligible for payment after the commencement date of the contract period. The payment will be processed by the CWDM within a reasonable time frame that will be mutually agreed upon.

8.2 The premium will be paid per month or as mutually agreed between the Cape Winelands District Municipality and the Insurance Broker, for the term of the contract.

8.3 In the event of an increase to the premium, due to additions and other relevant changes, the payment will be processed after the CWDM receive all necessary documents from the Insurance Broker.

8.4 In the event of a third-party excess that is payable, processing will start after the claim are approved.

8.5 Any fees or remuneration are inclusive of Value Added Tax where applicable

9. FINAL AWARD

The final award will be made to the successful bidder that will act as an intermediary between the Municipality and the suitable underwriters for a period of 12 months, at the same rates as indicated in the detailed calculations supporting the premiums.

10. PROTECTION OF PERSONAL INFORMATION

10.1 In submitting any information or documentation requested or any other information that may be requested pursuant to this tender, service providers are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of its personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("PoPI Act"). Further, the service providers declare that they have obtained all consents required by the PoPI Act or any other law applicable. Thus, service providers hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit. In addition, it will be expected from the successful service provider (banking institution) to –

- a) Treat personal information provided by the Cape Winelands District Municipality that will be processed on behalf of the Cape Winelands District Municipality as confidential and not disclose it, unless required by law or in the course of the proper performance of their duties;
- b) Implement suitable information protection and security measures;
- c) Not use personal information for any purpose, other than it was intended for; and
- d) Provide the Cape Winelands District Municipality with a written contract to establish and maintain the sufficient and proper security measures regarding personal information provided by the Cape Winelands District Municipality, including the process(es) to secure the protection of personal information.

SCHEDULE "A"

Particulars of assets, the total value insured and limits of indemnity as included in **Schedules A to D** are the Municipal risk profile to be quoted on.

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS		INSURANCE LIMITS / INDEMNITY LIMIT	REMARKS
1. BUILDING COMBINED	1	All Buildings, Structures and Erections including fixtures and fittings therein, thereto or thereon, boundary walls, gates, posts and fences belonging thereto and All Contents contained in any building, structure or erection, including underground fuel storage tanks and their contents and lampposts	R 483 223 018 (Standard Construction Buildings + Contents) <i>(Contents total including R 52 724 958)</i>	Please refer attached lists: Schedule B
	2	All Substations, Mini-substations, Transformers, Electrical Switchgear including fixtures and fittings relating thereto		
	3	All Water Purification Works and Pump-stations, Reservoirs, Water Towers and property relating thereto	R 51 151 228 (Non-Standard construction Buildings + Contents) <i>(Contents total including R 8 796 228)</i>	
	4	All Sewerage Works and Pump stations and property relating thereto		
	5	Vehicles whilst parked	R 1 000 000	
	6	Claims Preparation Costs	R 100 000	
	7	10% Escalation: Standard Construction	R 48 322 302	
	8	10% Escalation: Non-Standard Construction	R 5 115 123	
	9	Reasonable Precaution: Standard + Non-Standard	R27 500	
	10	Debri Removal	Yes	
2. HOUSE OWNERS	1	All BUILDINGS of PRIVATE HOUSES, RESI-DENTIAL UNITS, HOSTELS and FLATS including all domestic outbuildings and all fixtures and fittings therein, thereto and thereon, gates, walls and fencing belonging thereto, satellite dishes and antenna being the property of the Insured or for which they are responsible or in which the Insured has an interest as mortgagee.	R 32 460 000 Nil (Contents)	Please refer attached lists: Schedule B
	2	Reasonable Precautions	R 7 500	
	3	Claims Preparation Costs	R 100 000	
	4	10% Escalation	R 3 246 000	

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS		INSURANCE LIMITS / INDEMNITY LIMIT	REMARKS
3. BUSINESS ALL RISKS	1	Laptops	R 3 845 132	Please refer attached list: Schedule C
	2	All Other Items	R 8 429 000	
	3	Increase in Cost of Working	Yes	
	4	Locks and Keys	R 7 500	
	5	Claims Preparation Costs	R 100 000	
4. THEFT	1	First Loss	R 440 000	Forcible & violent entry/exit provision
	2	Property in the Open	R 440 000	
	3	Reasonable Precautions	R 10 000	
	4	Malicious Damage	R 250 000	
	5	Claims Preparation Costs	R 100 000	
5. GLASS	1	Premises not defined.	R 128 000	
	2	Claims Preparation Costs	R 100 000	
6. FIDELITY GUARANTEE	1	Limit any one period	R 2 500 000	
	2	Number of employees	400 (As at 30 April 2022)	
	3	Recovery costs	R 10 000	
	4	Claims Preparation Costs	R 100 000	
	5	Retroactive cover for the following period	24 months	
	6	Superseded Policy (In the event of a different underwriter than the current CWDM underwriter)	Yes	

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS		INSURANCE LIMITS / INDEMNITY LIMIT	REMARKS
7. ELECTRONIC EQUIPMENT	1	Specified Property	R 24 493 880	
	2	Laptops	R 3 845 132	
	3	Reconstruction of Data	R 500 000	
	4	Increase in Cost of Working	R 250 000	
	5	Claims Preparation Costs	R 100 000	
8. MOTOR FLEET	1	1. COMPREHENSIVE		Please refer attached list: Schedule D
	i.	<u>Private type motor cars</u> and minibuses seating up to 16 persons Council vehicle limit 500 000	Number of Units 58	
	ii.	<u>Commercial Vehicles as follows :</u>		
	a	<u>LDV's</u> Limits to R 500 000	Number of Units 34	
	b	Trucks	Number of Units 1	
	c	<u>Fire Engines</u> Limits to R 500 000 Above R 500 000 Above R 1 000 000 Above R 2 000 000	Number of Units 21 10 Value: R 7 989 213 5 Value: R 6 223 214 6 Value: R 18 142 795	
	d	Lawnmowers / Grass Cutters	Number of Units 13	
	iii.	<u>Trailers</u> Limits to 60 000 Limits above 60 000	Number of Units 103 2	
	iv.	<u>Special type Trailers</u> Limits to 500 000	Number of Units 4	
		TOTAL VEHICLES:	257	

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS		INSURANCE LIMITS / INDEMNITY LIMIT	REMARKS
8. MOTOR FLEET	vii.	3rd Party cover only for provincial Administration's yellow vehicles	270	Provincial Administration Western Cape – Yellow vehicles This is not CWDM property but used by CWDM as per Agent function. 3 rd party cover ONLY for the vehicles on the lists.
	2	ADDITIONAL CONTINGENCIES		
	2.1	Medical Expenses	R 10 000	
	2.2	Loss of Keys	R 5 000	
	2.3	Theft or attempted theft of radios/sound equipment	R 2 500	
	2.4	Wreckage removal	R 10 000	
	2.5	Fire Extinguishing Expenses	R 10 000	
	2.6	Claims Preparation Costs	R 100 000	
9. PUBLIC LIABILITY	1	General Liability (unlimited any one period)	Minimum R 50 000 000	
	2	Salary and wages		
	2.1	Employees and Councilors	R248 842 961	
	2.2	Municipal Manager	R1 979 458	
	3	Additional Contingencies (any one period)		
	3.1	Wrongful arrest and defamation	R 2 250 000	
	3.2	Errors and omissions	R 2 250 000	
	3.3	Products liability and defective workmanship	R 2 250 000	

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS		INSURANCE LIMITS / INDEMNITY LIMIT	REMARKS
9. PUBLIC LIABILITY	3.5	Legal Defense Cost	R 2 250 000	
	3.6	Professional Liability in respect of Medical Practitioners and/or other Medical Officials	R 2 250 000	
	3.7	Spread of Fire	R 25 000 000	
	4	Third Party Liability (Motor)		
	4.1	Motor Liability	R25 000 000	
	4.2	Passenger Liability		
		- Fare paying Passengers	R 2 000 000	
		- Other	R 2 000 000	
	5	Claims Preparation Costs	R 100 000	
6	Retroactive cover for the following period	36 months		
10. EMPLOYERS LIABILITY	1	Limit of indemnity	R 2 300 000	
	2	Claims Preparation Costs	R 100 000	
	3	Retroactive cover for the following period	36 months	
11. GOODS IN TRANSIT Cover: All Risks basis	1	Limit of Indemnity	R100 000	
	2	Removal of Debris	R50 000	
	3	Fire Extinguishing Expenses	R10 000	
	4	Claims Preparation Costs	R100 000	

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS		INSURANCE LIMITS / INDEMNITY LIMIT	REMARKS
12. STATED BENEFITS	1	Death	2 x Annual Earnings	
	2	Permanent Disability	% of Death Benefit as specified for particular disability	
	3	Temporary Total Disability	100% of weekly earnings max period of 104 weeks	
	4	Medical Expenses	R 20 000	
	5	Funeral Costs/Additional Death Benefit	R 10 000	
	6	Repatriation	R 10 000	
	7	Mobility	R 10 000	
	8	Relocation	R 10 000	
	9	Claims Preparation Costs	R 100 000	
	10	Max Limit Any one Life	R3 000 000	
	11	Max Limit Any one Event	R 20 000 000	
	12	Councilor's information:		
	12.1	Number of councilors	44	
	12.2	Annual remuneration of Councilors	R13 117 542	
13	Cover required	R26 235 085		
13. SASRIA a) NON - MOTOR (RIOT AND STRIKE AND POLITICAL RIOT)	1	Combined	As per underlying policy	
	2	House owners		
	3	Business All Risks		
	4	Glass		

CATEGORY DESCRIPTION	INSURANCE PROPERTY/- INTEREST/ PERSONS		INSURANCE LIMITS / INDEMNITY LIMIT	REMARKS
	5	Goods in Transit		
	6	Electronic Equipment		
	7	Claims Preparation Costs		
b) MOTOR	1	Motor Fleet	Market Value No. of vehicles: 257	
c) COUNCILORS	2	For Fixed property and contents:	R 1 500 000	
	3	Two vehicles per councilor allowed:	Max R 750 000	
	4	Number of persons	44	
14. DIRECTORS & OFFICERS	1	Limit of Liability	R 5 000 000	
	2	Retroactive cover for the following period	36 months	

SCHEDULE "B"

COMBINED STANDARD				
ITEM	DESCRIPTION	BUILDINGS	STOCK	PROPERTY MORE SPECIFICALLY INSURED
STELLENBOSCH				
GENERAL (Erf 566) Alexander Street 46 Stellenbosch				
1	Annex + Carports	R24,245,000		
2	Temporary Office Block (Training Room)	R2,845,000		
3	Driveway / Parking Area Tarred			R215,000
4	Palisade Fence			R235,000
5	Motorized Vehicle Sliding Gate			R80,000
6	Security hut	R125,000		
7	Head Administration building (du Toit Street) Erf 5169	R63,670,000		
8	Generator (Basement)	-		R855,000
Erf 121 & 123 Drukkers Avenue Stellenbosch				
9	Substations & Transformers			R500,000
10	Asbestos Lean- to (Roof)	R395,000		
11	Driveway			R995,000
12	Garage	R670,000		
13	Pent Roof with plastic fencing for Trucks	R1,160,000		
14	Workshop (Vehicle parking)	R285,000		
15	Workshop	R2,370,000		
16	Cloakroom	R355,000		
17	Entrance gate	R315,000		
18	Offices & Stores & <u>Stock</u> -	R8,535,000	R1,955,000	
19	2 Galvanised small houses (pumps)	R25,000		
20	Oil Store	R215,000		
21	Store (Tyres)	R320,000		

22	Stores (Wire fencing in front)	R1,975,000		
23	Security Fencing	R1,070,000		
24	Store - Steel Structure	R790,000		
25	Store - Steel Structure	R665,000		
26	Store - Roads - paint	R690,000		
27	Fire Station Quarters	R5,835,000		
28	Store Room & Lean-to (Roof)	R1,200,000		
29	Bungalow (Roads)	R995,000		
30	Water works Work shop, Office & Cloak room	R4,820,000		
31	Fire Station Offices	R15,810,000		
32	Fire Station Control room & Vehicle parking	R3,430,000		
33	Fire Station Parking Area	R425,000		
34	Wire fencing for Trucks (3)	R1,185,000		
35	Fire Station - Flats for Staff	R15,810,000		
36	Fire Station - Garage	R990,000		
37	Lean- to (Shelter)	R665,000		
38	Security hut	R235,000		
39	Car Shade Ports			R500,000
40	Entrance Double Swing Gate (3 Pairs)			R70,000
41	Vehicle Ramp			R50,000
42	Container Storage (x2) - Roads			R95,000
43	Container Storage (x1)			R45,000
44	Car Shade Ports			R190,000
45	Container Storage (x5)			R235,000
46	Radio Repeater Stations:			
47	Simonsberg x 2 (<i>SAPS infrastructure</i>) Analog system	-		R82,800
48	Paarlberg x 2 (<i>Analog System</i>)	R575,000		R126,500

Erf 8977 c/o Bird- and Langenhoven street Stellenbosch				
49	Admin Building – Fire & Disaster (Combined) +Carports	R11,880,000		
50	Administration Building - Health (Environment)	R6,285,000		
51	Security Station	R235,000		
52	Mobile Weather Station	R260,000		
53	Car Shade Ports			R65,000
54	Parking Area Tarred			R320,000
55	Paved Area			R155,000
56	Steel Roof Steel Structure	R760,000		
57	Underroof Braai Lapa	R595,000		
58	Substation & Transformer Rooms	R385,000		
59	Palisade Fence			R365,000
60	Motorized Vehicle Sliding Entrance Gates (x2)			R80,000
61	Water Tanks (x2)			R25,000
PAARL				
Erf 14399 Main Road 194 Paarl				
62	Office & Garage	R25,010,000		
63	Garage/Store	R3,185,000		
64	Security hut	R235,000		
65	Car Shade Ports			R140,000
66	Paved Parking Area			R1,065,000
67	Palisade Fence			R160,000
68	Motorized Vehicle Sliding Entrance Gates (x2)			R80,000
69	Water Tanks (x2)			R25,000

Erf 488 (Work Farm - Noorde Paarl)				
70	Ablution - Readings Building	R380,000		
71	Motor Car port			R215,000
72	Store	R70,000		
73	Building (Offices/Laboratory/Store) - <u>Stock</u>	R9,485,000	R172,500	
74	Lean- to Shelter	R560,000		
75	Workshop	R3,920,000		
76	Vibracrete fencing store with cement floor			R45,000
77	Toilet Building	R190,000		
78	Toilet Building	R140,000		
79	Vehicle Ramp			R50,000
80	Driveway / Parking Area Tarred			R140,000
81	Palisade Fence			R555,000
82	Motorized Vehicle Sliding Entrance Gates (x2)			R80,000
83	Petrol pump			R101,200
84	Diesel pump			R127,650
85	Nieuwedrift Fire Station Portion 23 of Farm 486	R1,870,000		
CERES				
Farm Grasberg District Ceres				
86	Radio Repeater Station (<i>Analog System</i>)	R149,500		
87	Free standing Radio Mast, Solar panels & Cable			R163,300
Oukloofberg (Tulbach)				
88	Radio Repeater Station	R51,395		
89	Free standing Radio Mast, Solar panels & Cable			R92,000
Erf 2888, Ceres: C/O Munnik & Orange Streets				
90	Offices, Boardroom with Cellar & Carport	R24,285,000		
91	Carports	R875,000		R875,000
92	Pave Parking Area (Front)			R45,000
93	Driveway Concrete			R90,000
94	Palisade Fence			R230,000
95	Motorized Vehicle Sliding Entrance Gates (x3)			R120,000
96	Erf 3731, Ceres Roads Depot - Stock	R17,625,000	R300,000	

WORCESTER				
Erf 6024, Worcester: Administration Block, Trappe Street				
97	Offices & Clinic		R68,300,000	
98	Substations & Toilets		R385,000	
99	Carports			R1,780,000
100	Garages		R615,000	
101	Carports			R3,280,000
102	Generator			R885,000
103	Vibracrete Fence			R115,000
104	Electric Wire Fence			R750,000
105	Driveway / Parking Area Tarred			R525,000
106	Paved Area			R105,000
107	Motorized Vehicle Entrance Sliding Gates (x2)			R80,000
108	Erf 1350 - 54 Napier Street 7 Worcester Archive (Land & Building)		R9,800,000	
Erf 4788 Worcester c/o Louis Lange & Schonland streets - Roads depots				
109	Offices & Store - <u>Stock</u>		R7,405,000	R1,000,000
110	Workshop		R6,870,000	
111	Outside building (Store)		R5,020,000.00	
112	Carports			R365,000
113	Dwelling / Garage		R1,405,000	
114	Security Hut		R285,000	
115	Container Storage (x4)			R190,000
116	Vehicle Ramp			R50,000
117	Wendy House			R25,000
Farm - Eerste Begin				
118	Brandwacht 2 x Pump houses		R395,000	
119	1 x pk Electronic Water pump & Accessories			R80,500
120	2 x 10 000 Fibreglass Water tank on cement platform			R45,000
121	2 x 10 000 Fibreglass Water tank on cement platform			R45,000
122	Training Centre / Satellite Fire Station		R985,000	R0
123	1 Stable		R665,000	R322,000

124	Swimming pool	R31,948		
125	Pump Station (Municipal Connection)			R190,000
126	Perimeter Wire Fence			R55,000
127	Double Swing Gate (Main Entrance)			R25,000
128	Steel Truck Ports (x2)			R10,000
129	Truck Shade Port			R1,465,000
130	Motorized Vehicle Entrance Sliding Gates (x2)			R80,000
131	Brick Paved Parking Area			R685,000
132	Access Road Tarred (3km)			R7,115,000
133	Container Storage (x2)			R95,000
134	Double Swing Gate (Labour Cottages)			R15,000
135	Fire Station	R2,010,000		
Waboomberg District Ceres (Theronsberg)				
136	Radio Repeater Station	R46,000		
137	Free standing Radio Mast, Solar panels & Cable:			R123,860
138	Barrydale - Warmwaterberg	R17,250		R82,800
139	Vensterbank	R69,000		R119,600
140	Pokkraal	R172,500		R138,000
141	Witvlakte	R41,116		
142	Du Toitspiek - Analog	R0		R57,500
ROBERTSON & MONTAGU				
Montagu Erf 229 & 228				
143	Offices & Stores (Bad Street)	R8,010,000		
Erf 1348 Dirkie Uys Street, Robertson				
144	Offices, Storeroom & office for Civil Services <u>Stock</u>	R3,730,000	R172,500	
145	Porch	R295,000		
146	Annex Building: (Asbestos roof)(van Reenen Street)	R12,195,000		
147	<u>Carports</u> - Robertson			R1,280,000
148	Security hut	R125,000		
DISTRICT AREA IN/OR IN THE OPEN				
149	Petrol in tanks / or in drum in the open			R322,000
150	Galvanised huts/Tools and Stock of any building in the open			R314,640

	TOTAL CONTENTS- Insured on All Premises		R49,124,958	
	BUILDINGS	R399,998,710		
	CONTENTS		R52,724,958	
	SPECIFIC PROPERTY MENTIONED			R30,499,349
	TOTAL			R483,223,018

COMBINED: NON-STANDARD				
ITEM	DESCRIPTION	BUILDINGS	CONTENTS	PROPERTY MORE SPECIFICALLY INSURED
1	Administration building (Thatch Roof)	R33,045,000	R6,613,245	
2	Erf 236, Robertson Offices (van Reenen Street) Thatch Roof	R9,310,000	R2,182,983	
	BUILDINGS	R42,355,000		
	CONTENTS		R8,796,228	
	SPECIFIC PROPERTY MENTIONED			R0
	Total			R51,151,228

HOUSEOWNERS			
ITEM	DESCRIPTION	SUM INSURED	PROPERTY MORE SPECIFICALLY INSURED
	<u>Erf 488 Werkplaas - Noorde Paarl</u>		
1	Semi-detached	R2,370,000	
2	Garage (2 Vehicles)	R235,000	
3	Palisade Fence		R255,000
4	Double Swing Entrance Gate		R25,000
5	Wendy House		R5,000
	<u>Erf 187 (Stellenbosch - Kyamandi)</u>		
6	Hostel Complex (3 Buildings)	R4,140,000	
	<u>Eerste Begin Brandwacht (306/36)</u>		
7	Dwelling with Double Garage	R1,705,000	
8	Labourers Cottage	R680,000	
9	Labourers Cottage	R680,000	
10	2nd Dwelling with Double Garage	R2,295,000	
	<u>Housing (Lamotte & Wemmershoek)</u>		
11	15 x Wooden Houses @ R308 333 each	R4,625,000	
12	4 x Brick Houses (HOP) @ R360 000 each	R1,440,000	
	<u>Hermon</u>		
13	6 x WPK Brick Houses @ R360 000 each	R2,160,000	
14	Block House 1	R785,000	
15	Block House 2	R785,000	
16	Block House 3	R785,000	
17	Block House 4	R785,000	
18	Block House 5	R785,000	
19	Block House 6	R785,000	
20	Freestanding House 1	R255,000	

21	Freestanding House 2	R475,000	
	Wemmershoek		
22	1 x Plastered Dwellings (102m ²)	R1,210,000	
	Enclosed Stoeps (23m ²)	R220,000	
23	1x Plastered Dwellings (129m ²)	R1,530,000	
	Enclosed Stoeps (5m ²)	R45,000	
	Outbuildings (39m ²)	R215,000	
24	1 x Plastered Dwellings (133m ²)	R1,575,000	
	1 x Outbuildings (41m ²)	R225,000	
25	1 Plastered Dwelling (100m ²)	R1,185,000	
	Outbuilding (36m ²)	R200,000	
	TOTAL SUM INSURED	R32,175,000	
	SPECIFIC PROPERTY MENTIONED		R285,000.00
	Total		R32,460,000

SCHEDULE "C"

BUSINESS ALL RISK		
ITEM	DISCRIPTION	SUM INSURED
1	Radio: Mobile, Hand and Home Base	R1,100,000
2	Tools	R616,000
3	Electrical & Laboratory Equipment	R676,000
4	Fire Brigade Operation & Protection Equipment	R3,850,000
5	Disaster Management Operation Equipment	R494,000
6	Bicycle	R2,500
7	AUDIO: Photographic & Video Equipment & Voice Recorder & GPS`s	R729,000
8	Mayor's Chain	R258,000
9	Deputy Mayor's Chain	R79,000
10	Generators	R412,000
11	Public Relations Equipment	R212,500
	SUBTOTAL:	R8,429,000
	LAPTOPS, I'PADS, TABLETS	
1	As per list (Also included in Electronic Equipment)	R3,845,132
	SUBTOTAL:	R3,845,132
	TOTAL SUM INSURED:	R12,274,132

SCHEDULE "D"

MOTORS				
ITEM	MODEL	DESCRIPTION	REGISTRATION NO	VALUE
COUNCIL VEHICLE LIMIT				
R 500,000				
STELLENBOSCH				
1	2004	Ford Ikon 1.6 LX	CW44260	R 29,577
2	2002	Nissan Sentra 160 SI	CL33313	R 26,264
3	2005	Ford Ikon 1.6iLX	CL23862	R 32,441
4	2005	Ford Ikon 1.6iLX	CL54285	R 32,441
5	2005	Ford Ikon 1.6iLX	CL54283	R 32,441
6	2005	Ford Ikon 1.6iLX	CL54286	R 32,441
7	2008	Ford Ikon 1.6i Trend	CW44566	R 52,895
8	2008	Ford Ikon 1.6i Trend	CW44564	R 52,895
9	2008	Ford Ikon 1.6i Trend	CW41876	R 52,895
10	2008	Ford Ikon 1.6i Trend	CW44568	R 52,895
11	2008	Ford Ikon 1.6i Trend	CW44557	R 52,895
12	2008	Ford Ikon 1.6i Trend	CW44561	R 52,895
13	2009	Ford Ikon	CW49623	R 58,255
14	2009	Ford Ikon	CW49625	R 58,255
15	2009	Ford Ikon	CW49626	R 58,255
16	2009	Ford Ikon	CW49630	R 58,255
17	2009	Mercedes Sprinter 518 Cdi P/V	CL37755	R 203,236
18	2008	Mercedes Benz Sprinter 518 Cdi	CL11475	R 181,677
19	2006	Toyota Quantum 2.7	CL59725	R 86,277
20	2005	Mercedes Benz Sprinter 518 Cdi	CL44814	R 181,677
21	2009	Toyota Quantum 2.7	CW51388	R 131,850
22	2011	Toyota Corolla Verso 160S	CL66256	R 159,873
23	2016	Toyota Quantum	CL37419	R 409,091

WORCESTER				
24	2002	Toyota Condor Estate 2.4i	CW34163	R 58,868
25	2003	BMW 318i	CW DM2 WP	R 50,768
26	2004	VW Polo Classic 1.6	CW43911	R 38,823
27	2004	VW Polo Classic 1.6	CW43910	R 38,823
28	2004	Ford Ikon 1.6 LX	CW44275	R 29,577
29	2004	Ford Ikon 1.6 LX	CW44274	R 29,577
30	2004	Ford Ikon 1.6 LX	CW44272	R 29,577
31	2004	Ford Ikon 1.6 LX	CW44270	R 29,577
32	2004	Ford Ikon 1.6 LX	CW44268	R 29,577
33	2004	Ford Ikon 1.6 LX	CW44267	R 29,577
34	2004	Toyota Condor	CW44458	R 61,568
35	2004	Toyota Condor	CW44459	R 61,568
36	2005	Polo 1.6 Classic	CW47328	R 41,850
37	2005	Polo 1.6 Classic	CW47330	R 41,850
38	2005	Polo 1.6 Classic	CW47337	R 41,850
39	2006	Opel Corsa 1.6 comfort	CW41206	R 41,973
40	2006	Polo 1.6 Classic	CW49394	R 41,850
41	2006	Polo 1.6 Classic	CW49393	R 41,850
42	2006	Polo 1.6 Classic	CW49395	R 41,850
43	2006	Polo 1.6 Classic	CW49398	R 41,850
44	2008	VW Kombi T5 TTDi	CW47152	R 144,777
45	2009	Ford Ikon 1.6 Ambiente	CW50613	R 86,645
46	2009	Ford Ikon 1.6 Ambiente	CW51017	R 86,645
47	2009	Ford Ikon 1.6 Ambiente	CW51662	R 86,645
48	2009	Ford Ikon 1.6 Ambiente	CW51666	R 86,645
49	2009	Ford Ikon 1.6 Ambiente	CW51663	R 86,645
50	2009	Nissan Livina 1.6 Asenta	CL38085	R 77,236
51	2017	Ford Everest 2.2 XLT TDCI 6MT 4 x 2	CWDM1WP	R 428,178
52	2018	Toyota Corolla Quest 1.6	CW36926	R 186,913
53	2018	Toyota Corolla Quest 1.6	CW38518	R 186,913

54	2018	Toyota Quantum 2.7 Petrol10-s bus	CW38975	R 422,732
55	2018	Toyota Corolla Quest 1.6	CW20715	R 198,188
56	2018	Toyota Corolla Quest 1.6	CW15182	R 198,188
57	2018	Toyota Corolla Quest 1.6	CW21283	R 198,188
58	2018	Toyota Corolla Quest 1.6	CW14931	R 198,188
			SUBTOTAL:	R 5,585,211
LDV'S LIMITS TO R 500,000				
STELLENBOSCH				
1	1999	Toyota Hilux 2.0 L	CL25249	R 28,595
2	2004	Isuzu KB	CL50629	R 42,791
3	2005	Nissan Hardbody 2.7D/C	CL54684	R 53,714
4	2005	Nissan Hardbody 2.7D/C	CL54681	R 53,714
5	2005	Nissan Hardbody 2.7D/C	CL54687	R 53,714
6	2005	Nissan Hardbody 2.7D/C	CL54683	R 53,714
7	2007	Nissan X-trail	CL41605	R 104,400
8	2007	Ford Ranger D/C 2.5	CL394746	R 104,400
9	2007	Ford Ranger D/C 2.5	CL38840	R 104,400
10	2007	Ford Ranger D/C 2.5	CL39035	R 104,400
11	2007	Nissan Hardbody 3 TD 4x4	CL33181	R 87,177
12	2007	Toyota Hilux 2.5 4D SRX	CL44523	R 87,382
13	2008	Ford Bantam 16i + Kappie	CW44519	R 43,323
14	2008	Ford Bantam 16i + Kappie	CW44554	R 43,323
15	2008	Ford Bantam 16i + Kappie	CW44555	R 43,323
16	2008	Ford Bantam 16i + Kappie	CW42898	R 43,323
17	2008	Ford Bantam 16i + Kappie	CW44539	R 43,323
18	2008	Isuzu 2.4 4x4	CL58822	R 97,486
19	2008	Isuzu 2.4 4x4	CL59232	R 97,486
20	2008	Isuzu 2.4 4x4	CL58533	R 97,486
21	2009	Toyota Hilux 3.0 D	CL45428	R 209,250
22	2009	Toyota Hilux Singel Cab	CL60646	R 87,177

23	2010	Toyota Hilux 2.0 P VVTi S	CL43192	R 95,073
24	2011	Toyota Hilux 2.0 VVTi S	CL64046	R 116,795
25	2009	Mercedes Sprinter 518 Cdi P/V	CL38076	R 203,073
26	2018	Hilux DC 2.4 GD-6 4x4 SR 6M T	CL37864	R 414,397
WORCESTER				
27	2004	Mazda 4x4 Drifter 2.6 D/C	CW37869	R 41,932
28	2005	Nissan Hardbody 2.7D	CW28044	R 39,600
29	2005	Nissan Hardbody	CW38705	R 43,568
30	2005	Nissan Hardbody	CW48982	R 58,991
31	2005	Nissan Hardbody	CW48980	R 58,991
32	2015	Ford Ranger 2.0D XLS 4x4 D/C	CW60838	R 351,300
33	2018	Ford Ranger 2.2TDCi XL 4x4 Double Cab	CW41762	R 420,553
34	2018	Ford Ranger Single Cab 2,2TDCi XL 4x4 P/U S/C	CW29289	R 351,066
		SUBTOTAL:		R 3,879,239
COMMERCIAL VEHICLE LIMITS TO R 500,000				
STELLENBOSCH				
1	1996	Isuzu Platform 3T	CL63147	R 22,500
		SUBTOTAL:		R 22,500
TRAILERS < R60 000				
STELLENBOSCH				
1	1997	Twin trailer	CL66807	R 9,000
2	1991	Mobi-Jack	CL20861	R 7,200
3	2002	Tailer - Fire Station	CL20994	R 36,818
4	2002	Tailer - Fire Station	CL24181	R 36,818
5	2002	Tailer - Fire Station	CL24985	R 36,818
6	2002	Tailer - Fire Station	CL23358	R 36,818
7	2002	Tailer - Fire Station	CL33187	R 36,818
8	2002	Tailer - Fire Station	CL53159	R 36,818
9	2002	Tailer - Fire Station	CL53512	R 36,818

10	2002	Tailer - Fire Station	CW 32728	R 36,818
11	2002	Tailer - Fire Station	CW 32730	R 36,818
12	2002	Tailer - Fire Station	CW 32904	R 36,818
13	2002	Tailer - Fire Station	CW 32909	R 36,818
14	2002	Tailer - Fire Station	CL53525	R 36,818
15	2002	Tailer - Fire Station	CL53528	R 36,818
16	2002	Tailer - Fire Station	CL53529	R 36,818
17	2002	Tailer - Fire Station	CL53531	R 36,818
18	2002	Tailer - Fire Station	CL53532	R 36,818
19	2002	Tailer - Fire Station	CL53533	R 36,818
20	2002	Tailer - Fire Station	CL53534	R 36,818
21	2004	Trailer - Pumps	CL50958	R 27,273
22	2008	Trailer - Diesel Tank	CL41435	R 24,437
23	2007	Trailer Fire Station	CL39839	R 36,818
24	2007	Trailer Fire Station	CL41455	R 36,818
25	2007	Trailer Fire Station	CL24122	R 36,818
26	2007	Trailer Fire Station	CL35938	R 36,818
27	2007	Trailer Fire Station	CL32658	R 36,818
28	2007	Trailer Fire Station	CL35967	R 36,818
29	2007	Trailer Fire Station	CL41458	R 36,818
30	2007	Trailer Fire Station	CL30140	R 36,818
31	2008	Trailer	CL38117	R 35,444
32	2008	Trailer	CL38424	R 35,444
33	2008	Trailer	CL36603	R 35,444
34	2008	Trailer	CL36860	R 35,444
35	2008	Trailer	CL38195	R 35,444
36	2008	Trailer	CL36360	R 35,444
37	2008	Trailer	CL36874	R 35,444
38	2008	Trailer	CL30666	R 22,091
39	2010	Trailer Fire Station	CL63234	R 49,091
40	2010	Trailer Fire Station	CL63235	R 49,091

41	2010	Trailer Fire Station		CL63237	R 49,091
42	2010	Trailer Fire Station		CL63238	R 49,091
43	2010	Trailer Fire Station		CL63232	R 49,091
44	2010	Trailer Fire Station		CL63233	R 49,091
45	2010	Trailer Fire Station		CL61288	R 49,091
46	2010	Trailer Fire Station		CL57374	R 49,091
47	2010	Trailer Fire Station		CL53474	R 49,091
48	2010	Trailer Fire Station		CL52478	R 49,091
49	2010	Trailer Fire Station		CL50809	R 49,091
50	2010	Trailer Fire Station		CL44670	R 49,091
51	2013	Bosvark Fire Trailer		CL71451	R 46,528
52	2013	Bosvark Fire Trailer		CL71452	R 46,528
53	2013	Bosvark Fire Trailer		CL71453	R 46,528
54	2013	Bosvark Fire Trailer		CL71454	R 46,528
55	2013	Bosvark Fire Trailer		CL71455	R 46,528
56	2013	Bosvark Fire Trailer		CL71456	R 46,528
57	2007	VENTER TRAILER	16918	CL40755	R 9,868
58	2007	VENTER TRAILER	16919	CL38152	R 9,868
59	2007	VENTER TRAILER	16920	CL42066	R 9,868
60	2007	VENTER TRAILER	16921	CL40908	R 9,868
61	2008	Fire Fighting Trailer		CL 29406	R 32,727
62	2008	Fire Fighting Trailer		CL 29729	R 32,727
WORCESTER					
63	1196	Karet Trailer		CW10898	R 4,050
64	1997	Karet Trailer		CW13001	R 4,950
65	1998	Karet Trailer		CW15863	R 5,400
66	1999	Aggance Fire Figting Trailer		CW25367	R 24,545
67	1999	Aggance Fire Figting Trailer		CW25368	R 24,545
68	1999	Aggance Fire Figting Trailer		CW25369	R 24,545
69	1999	Aggance Fire Figting Trailer		CW25371	R 30,273
70	1999	Aggance Fire Figting Trailer		CW25373	R 30,273

71	1999	Home Built Trailer	CW25375	R 20,455
72	1999	Home Built Trailer	CW25402	R 20,455
73	1999	Agvance Fire Trailer	CW20350	R 32,727
74	1999	Agvance Fire Trailer	CW25462	R 32,727
75	1999	Agvance Fire Trailer	CW25908	R 32,727
76	1999	Agvance Fire Trailer	CW25284	R 32,727
77	1999	Agvance Fire Trailer	CW10946	R 32,727
78	1999	Agvance Fire Trailer	CW25942	R 32,727
79	1999	Home Built Fire Trailer	CW26734	R 32,727
80	2004	Trailer + G94 Power Hoe	CL 53513	R 37,636
81	2004	Trailer + G94 Power Hoe	CL 53518	R 37,636
82	2004	Trailer + G94 Power Hoe	CL 53522	R 37,636
83	2004	Trailer + G94 Power Hoe	CL 53521	R 37,636
84	2002	Fire Fighting Trailer	CW 32716	R 14,667
85	2002	Fire Fighting Trailer	CW 32727	R 14,667
86	2002	Fire Fighting Trailer	CW 32908	R 14,667
87	2002	Fire Fighting Trailer	CW 32913	R 14,667
88	2002	Fire Fighting Trailer	CW 32914	R 14,667
89	2002	Fire Fighting Trailer	CW 25350	R 14,667
90	2001	Fire Fighting Trailer	CW 20611	R 14,667
91	2002	Fire Fighting Trailer	CW 32916	R 30,499
92	2002	Fire Fighting Trailer	CW 32917	R 30,499
93	2001	Fire Fighting Trailer	CW 23965	R 30,499
94	2002	Fire Fighting Trailer	CW 32720	R 31,091
95	2002	Fire Fighting Trailer	CW 32725	R 31,091
96	1999	Agvance Trailer	CW26737	R 31,091
97	1995	Fire Fighting Trailer	CW 53195	R 31,091
98	1993	Fire Fighting Trailer	CW 37189	R 18,000
99	2013	Fire Fighting Trailer	CW 38965	R 14,666
100	2002	Fire Fighting Trailer	CW 23370	R 14,666
101	2002	Fire Fighting Trailer	CW 23700	R 14,666

102	2002	Fire Fighting Trailer	CW 32710	R 14,666
103	2002	Fire Fighting Trailer	CW 32715	R 14,666
			SUBTOTAL:	R 3,247,552
TRAILERS LIMITS ABOVE R60 000 Special				
1	2010	Compact Trailer VIP Mobile Toilet	CL 31189	R 78,660
2	2010	Compact Trailer VIP Mobile Toilet	CL 32020	R 78,660
			SUBTOTAL:	R 157,320
SPECIAL TYPES LIMITS TO < R500 000				
STELLENBOSCH				
1	2008	Water Purification Unit custom Build Trailer	CL27799	R 450,000
2	2009	Mobile Kitchen Trailer	CL34604	R 216,000
3	2010	Mobile Generator Disaster Management	CW14840	R 200,000
4	2007	Mobile Generator Disaster Management	CL16267	R 104,000
			SUBTOTAL:	R 970,000
FIRE ENGINES LIMITS TO R 500,000				
STELLENBOSCH				
1	1992	Mercedes Benz	CJ23055	R 100,000
2	2007	Toyota Landcruiser	CL36602	R 200,000
3	2008	Toyota Landcruiser	CL43824	R 210,000
4	2002	Toyota Landcruiser LDV	CL28402	R 150,000
5	2003	Toyota Landcruiser LDV	CL46124	R 150,000
6	1999	Toyota Landcruiser	CL28012	R 78,950
7	2004	Toyota Hilux 2.0L	CL50487	R 49,350
8	2004	Mazda Drifter 2.5 D 4x4	CL50360	R 62,800
9	2004	Toyota Condor 3000 D 4x4 TX	CL51616	R 96,700
10	2002	Toyota Landcruiser	CL31372	R 190,000
11	2006	Mercedes Benz Sprinter	CL19169	R 119,400
12	2001	Samil	CL33054	R 301,000
13	2009	Mazda 2.5 D 4x4 BT50 Tdi	CL61715	R 194,150

14	2012	Toyota Landcruiser 4.2D LWB	CL69324	R 361,200
15	2016	Ford 2.2 Ranger D/Cab 4x4 & Fire Fighting Equipm.	CW64483	R 499,000
16	2007	Tata 4x4	CL36088	R 200,000
17	2007	Mitsubishi Fuso	CL12633	R 400,000
18	2009	Toyota Landcruiser	CL49032	R 302,450
WORCESTER				
19	1992	Samag Water Tank & Aecessories	CW17403	R 250,000
20	2002	Samil 50	CW31290	R 400,000
21	2002	Samil 50	CW30432	R 400,000
			SUBTOTAL:	R 4,715,000
FIRE ENGINES ABOVE R 500,000				
1	2000	Mercedes Benz Unimog	CL23961	R 700,000
2	2004	Scania P114 CB 4x4 HZ340	CL51232	R 1,000,000
3	2014	Iveco Daily 55S15WH Euro3 4x4, plus Skid unit, radio, bull bar and winch	CL61859	R 879,816
4	2018	Land Cruiser 79 P/U 4.2D	CL37525	R 743,854
5	2018	Land Cruiser 79 P/U 4.2D	CL36292	R 743,854
6	2018	Land Cruiser 79 P/U 4.2D	CL38849	R 743,854
7	2018	Land Cruiser 79 P/U 4.2D	CL39699	R 743,854
8	2018	Land Cruiser 79 P/U 4.2D	CL46603	R 743,854
9	2018	Toyota Land Cruiser 4,2D	CL84121	R 804,000
10	2019	Toyota Land Cruiser 70 Light 4x4 Fire Fighting vehicle	CL52155	R 886,127
			SUBTOTAL:	R 7,989,213
FIRE ENGINES ABOVE R 1,000,000				
1	2005	Scania Watertaker fire fighting	CL35679	R 1,200,000
2	2005	Scania 360	CL39348	R 1,300,000
3	2006	Scania Water Tanker	CL19258	R 1,200,000
4	2017	Iveco Daily Light 4x4 Fire Fighting Vehicle	CL63492	R 1,290,000
5	2019	Isuzu NPS 300 4x4 SWA Fire Engine	CL52656	R 1,233,214
			SUBTOTAL:	R 6,223,214

FIRE ENGINES ABOVE				
R 2,000,000				
STELLENBOSCH				
1	2012	Astra H08 4x4 with March Body	CL63059	R 2,715,835
2	2013	Astra HD9 444 Major 4x4 Fire Fighting Vehicle	CL21470	R 2,688,642
3	2016	IVECO Trakker Major 4x4 Fire Fighting Vehcile	CL80007	R 2,500,478
4	2017	IVECO Trakker Major 4x4 Fire Fighting Vehcile	CL24430	R 2,929,805
5	2019	IVECO Trakker 380	CL11715	R 3,189,786
6	2019	IVECO Trakker Double cab 4x4 Fire Fighting Vehicle	CL13938	R 4,118,248
			SUBTOTAL:	R 18,142,795
GRASS CUTTERS				
R 50 000				
STELLENBOSCH				
1	1987	Bush Cutter		R 4,800
2	1995	Alpha		R 2,550
3	1986	Miracle Utility		R 3,600
4	1986	Miracle Utility		R 3,600
5	2000	Kudu Rotary (992904)		R 15,500
6	2000	Mower Petrol		R 1,393
7	2000	Mower Petrol		R 1,393
8	1992	Edge Cutter (Efco)		R 1,530
9	1993	Edge Cutter (Efco)		R 1,530
10	1994	Edge Cutter (Trim rite)		R 378
11	1998	Bush Cutter 265RX		R 5,400
12	1998	Bush Cutter 265RX		R 5,400
13	1998	Honda Kudu 750		R 15,000
			SUBTOTAL:	R 62,074
YELLOW VECHICLES				
THIRD PARTY ONLY				
270		As per schedules of Provincial Administration's fleet		
		(3rd party cover only)		

SCHEDULE "E"**CLAIMS HISTORY INFORMATION**

The information illustrated in the tables below provides additional information that the bidder may take into consideration when calculating the mitigation of business risks and financial risks exposures.

The table below indicates the claim history for the past four - years of the CWDM in terms of the Rand value per year. Cognizance must be taken that the below amounts exclude the excess payments made by the Municipality.

Claim History as of 30 April 2022:				
Description	2019 R	2020 R	2021 R	2022 (July 2021 – 30 April 2022)
Business All Risk	49 961	7 618	32 555	17 454
Building Combined	28 678	0	127 227	1 000 000
Electronic Equipment	0	122 965	0	0
Motor Fleet	794 243	412 495	468 078	299 196
Public Liability	1 486	0	30 780	155 000
Theft	416	8 122	0	0
Grand Total	874 784	551 200	658 640	1 471 650

The table below indicates the claim history for the past four- years of the CWDM in terms of the number of claims submitted per year.

Number of Claims History as of 30 April 2022:				
Description	2019 Total claims	2020 Total claims	2021 Total claims	2022 Claims (July 2021 – 30 April 2022)
Business All Risk	12	3	7	2
Building Combined	1	1	6	1
Electronic Equipment	0	1	0	0
Motor Fleet	32	45	35	28
Public Liability	1	11	3	4
Theft	1	1	0	0
Total Number of Claims per financial year	47	62	51	35

COMPULSORY RETURNABLE SCHEDULE'S

SCHEDULE "F"

(For proper evaluation purposes it is obligatory that the prescribed category descriptions must be completed in full.)

CATEGORY DESCRIPTIONS

CATEGORY DESCRIPTIONS			
	CWDM CATEGORY DESCRIPTION	NAME OF UNDERWRITER	UNDERWRITER CATEGORY DESCRIPTION
1	Building Combined		
2	House Owners		
3	Business All Risks		
4	Theft		
5	Glass		
6	Fidelity Guarantee		
7	Electronic Equipment		
8	Motor Fleet		
9	Public Liability		
10	Employers Liability		
11	Goods In Transit		
12	Stated Benefits		
13	Sasria: Motor; Non-Motor; Councilors		
14	Directors & Officers		

The underwriter category description above refer to the underwriter policy definitions or wordings that correspond to the CWDM category description.

G. FORM OF OFFER

OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

T 2022/023: SHORT-TERM INSURANCE BROKER FOR A 12-MONTH PERIOD

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed.

This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s):

Name(s):

Capacity for the Tenderer:

Name of organization.....

Name and Signature of Witness: Date:

PRICING SCHEDULE

(For proper evaluation purposes it is obligatory that the prescribed pricing schedule must be completed in full and signed.)

PRICE SCHEDULE			
PART A - 2022/2023 PREMIUM SUMMARY FOR EVALUATION PURPOSES			
CATEGORY DESCRIPTION NO	SECTION (As above)	PREMIUM	COMMISSION AMOUNT INCLUDED IN PREMIUM
1	BUILDING COMBINED		
2	HOUSE OWNERS		
3	BUSINESS ALL RISK		
4	THEFT		
5	GLASS		
6	FIDELITY GUARANTEE		
7	ELECTRONIC EQUIPMENT		
8	MOTOR FLEET		
9	PUBLIC LIABILITY		
10	EMPLOYERS LIABILITY		
11	GOODS IN TRANSIT		
12	STATED BENEFITS		
A	SUB TOTAL		
13 a)	<u>SASRIA</u> - Motor		
b)	<u>SASRIA</u> - Non-Motor		
c)	<u>SASRIA</u> - Councilors		
B	SUB TOTAL		
14	DIRECTORS & OFFICERS		
C	SUB TOTAL		
	ADDITIONAL FEES*:		
15			
16			
17			
D	SUB TOTAL (15+16+17)		
	TOTAL PREMIUM (A+B+C+D)		

* Additional fees refer to, but are not limited to, the brokers advice fee, brokers risk management fee and brokers additional services fees.

PART B - EXCESS SCHEDULE FOR EVALUATION PURPOSES

CATEGORY DESCRIPTION	SUB-CATEGORY DESCRIPTION	DESCRIPTION OF INCIDENTS *	VALUE OF THE LOSS / DAMAGE **	EXCESS AMOUNT APPLICABLE AS PER 4.2.3 ABOVE
BUILDING COMBINED	Buildings and Structures	Wind damage to carport at an office building	R 62 685	
	Buildings and Structures	Pipe Burst, water damage to carpet and wall	R 28 678	
	Buildings and Structures	Vibracrete fencing damaged by fallen tree	R 11 000	
BUSINESS ALL RISK	Laptops	Laptop stolen	R 21 660	
	Tablets	Tablet stolen	R 18 440	
	Hand Radio	Hand Radio Burned while fighting fire	R 7 310	
THEFT	Contents	Forceful break in at office, hardware stolen	R 13 121	
ELECTRONIC EQUIPMENT	Computer Equipment	Information & Technology equipment damaged by strong winds on mountain	R 13 000	
	Radio Equipment	Theft of Digital Repeater system on mountain	R 122 000	
MOTOR FLEET	3rd party claim	Damage to 3 rd party's vehicle	R 61 647	
	Fire Vehicle > R500 000 < R1 000 000	Repairs to a Fire Vehicle in accident	R 402 800	
	Fire Engine > R 1 000 000 < R 2 000 000	Repairs to a Fire Engine in accident	R38 000	
	Special Fire Engine > R 2 000 000	Repairs to a special Fire Engine in accident:	R 71 000	
	LDV's	Repairs of a LDV in accident	R 62 555	
	Motor vehicle < R 450 000	Repairs of damaged motor vehicle	R 7 800	
	Windscreen Claim Minimum	Repairs to a motor vehicle's windscreen	R 1 200	
	Windscreen Claim above Minimum	Repairs to a LDV's windscreen	R 4 000	

MOTOR FLEET	Windscreen Claim Special Fire vehicle	Repairs to a Fire Engine's windscreen	R 5 000	
PUBLIC LIABILITY	General claims	Damage to 3 rd party's gate by a council vehicle	R 40 000	
	Spread of Fire	3 rd party claim against the fire department for spread of fire on farm	R 2 371 000	
	Pothole claims	3 rd Party vehicle damage due to pothole	R 34 000	
	TOTAL EXCESS			

* The description on incidents column illustrates the insurance claims that occurs in the normal operations of the Municipality.

** The value of the loss or damage amounts are based on realistic values for the category description.

Please take note if any discrepancies are identified between the excess returnable schedule and the excess list provided, the amount indicated in the excess returnable schedule will be considered for evaluation and for the term of the contract.

GRAND TOTAL (TOTAL PREMIUM + TOTAL EXCESS)

.....
Signature

.....
Date

H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

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

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

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
T 2022/023: SHORT-TERM INSURANCE BROKER FOR A 12-MONTH PERIOD	
..... Ms. F.A. du Raan-Groenewald Chief Financial Officer: Financial and Strategic Support Services Date
..... Me. E Niemand Witness Date

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise

Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1 Eisvorm** vir punte.

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the **MBD 6.1 Claim Form**.

QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- **1.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. %
- 2.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. %
- 3.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. %
- 4.** Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) %
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit ? In / Uit In/Ngaphakathi
 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Uit/Out/Ngaphandle
 Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Ja/Yes/Ewe
 Do you make use of local labour (job creation)? Yes / No
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi Nee/No/Hayi

J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders²)

1. No bid/database registration will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. 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/database registration in respect of owners/shareholders² of the company.**

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number (person submitting this declaration)	
3.3	Position occupied in the Company (official/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/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.13.1	If yes, furnish particulars.		

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars.		

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder 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)?	Yes	No
3.15.1	If yes, furnish particulars.		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder 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
3.16.1	If yes, furnish particulars.		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder 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
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier 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
3.18.1	If yes, furnish particulars.		

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A <u>shareholder</u> is defined as a person who <u>owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</u></p>					
	<p>Full name of directors / trustees / shareholders</p>	<p>Identity Number</p>	<p>% Share-holding in company</p>	<p>Personal Tax Reference Number</p>	<p>State Employee Number (Persal)</p>	<p>Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i></p>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity of Signatory

.....
Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

- ¹ MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.
- ² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Commissioner of Oaths
Signed and sworn to before me at
on this the 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:

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)

K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))

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

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

4.1	<p>If yes, furnish particulars</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
-----	----------------------------------------------------------------------------------------

CERTIFICATION

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

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

.....
 Signature Date

.....
 Position Name of Bidder

L. PREFERENCE POINTS CLAIM (MBD 6.1)

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany an original certified copy of the applicable certificate.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE.

1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
Price	80
B-BBEE status level of contributor	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in

accordance with specifications as set out in the tender documents.

- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

- Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

Signature of Bidders:

DATE:

ADDRESS:

WITNESSES:

1.

2.

M. CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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

Capacity

Signature

Company name

Date

Witness 1 Date

Witness 2 Date

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

Signed aton.....

Name (Print)

Signature

Witness 1 Date

Witness 2 Date

Official Stamp



N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five years;
 - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.2	<p>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)?</p> <p>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.</p>		
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>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?</p>		
4.3.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.2.1	If so, furnish particulars:		
4.3	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?		
4.3.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:..... that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

P. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name)
 Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Q. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs
acting in his/her capacity as
of the business trading as
to sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

S. COMPULSORY DOCUMENTATION / CHECKLIST

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

Form G - Form of offer Is the form duly completed and signed?	Yes		No	
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes		No	
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes		No	
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	Yes		No	
Form M - Contract Form Is the form duly completed and signed?				
Form N – Municipal Rates and services Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes		No	
Form O– Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
Form P – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes		No	
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	Yes		No	

Additional documents applicable to this specific tender:				
Are signed quotations, from underwriters that are in good standing as per industry standards attached?	Yes		No	

Failure to submit the following certificate will not lead to disqualification, but the tenderer will score 0 points for B-BBEE during the evaluation of tender offers.

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes		No	
--------------------------------------------------------------------------------------------------	-----	--	----	--

I, confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature:

Date:

T. REFERENCES

This schedule is to determine the capability of the bidder to execute the contract.

At least three (3) reference letters from companies with whom the service providers are/have conducted business relating to the terms of reference of this tender must be included in the tender document, together with the contact details of the references, alternatively reference letters must be submitted within a timeframe as to be determined by the Cape Winelands District Municipality.

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	