



KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPALA WASECAPE AGULHAS

**TENDER: SHORT-TERM INSURANCE
PORTFOLIO
FOR THE PERIOD 2019 TILL 2022
SCM38/2018/19**

BIDDERS NAME:	_____	
CONTACT NUMBERS	Phone:	Fax:
BID AMOUNT:	R _____ (VAT inclusive)	

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CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	(CAMBD 1) Invitation to Bid: The Successful Bidder Will Be Required To Fill In And Sign	Yes		No	
2.	Contract data - Is the form duly completed and signed?	Yes		No	
3.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes		No	
4.	Form of Offer - Is the form duly completed and signed?	Yes		No	
5.	Quality Evaluation Schedules – Proof of evidence submitted?	Yes		No	
6.	(CAMBD 2) Are a Tax Clearance Certificate or a Tax Compliance status pin attached	Yes		No	
7.	(Schedule 1 A) Authority Of Signatory - Is the form duly completed and signed?	Yes		No	
8.	(Schedule 1B) Enterprise Questionnaire -Is the form duly completed and signed?	Yes		No	
9.	(Schedule 1C) Documents of Incorporation - Is the form duly completed and signed?	Yes		No	
10.	(Schedule 1D) Identity Documents - Is the form duly completed? Is a <u>certified copy attached?</u>	Yes		No	
11.	(Schedule 1E) Payment of Municipal Accounts - Is the form duly completed, signed and copies of municipal accounts attached?	Yes		No	
12.	(Schedule 1F) B-BBEE certificate - Is the form duly completed and signed? Is a <u>certified or an original certificate attached</u>	Yes		No	
13.	(Schedule 1G) Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes		No	
14.	(Schedule 1H) Key Performance Indicators- Is the form duly completed and signed?	Yes		No	
15.	(Schedule 1I) Declaration of Indemnity - Is the form duly completed and signed?	Yes		No	
17.	(Schedule 1J) Proof Of Registration with FSB or FIA or any other reputable association recognized by the FSB - Are the <u>certificates attached?</u>	Yes		No	
18.	(CAMBD 4) declaration of interest- Is the form duly completed and signed?	Yes		No	
19.	(CAMBD 6.1) Preference points claimed- Is the form duly completed and signed?	Yes		No	
20.	(CAMBD 8) Signed declaration of bidder's past supply chain management practices	Yes		No	
21.	(CAMBD 9) Prohibition of Restrictive Practices be completed and signed.	Yes		No	
22.	Bidder must initial every page of this bid document.	Yes		No	

CERTIFICATION

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

Signed Date

Name Position

A. TENDER NOTICE

SCM38/2018/19: SHORT-TERM INSURANCE BROKER FOR THE PERIOD 01 JULY 2019 TO JUNE 2022

Tenders are hereby invited for short-term insurance broking services for a period of 3 years commencing 1 July 2019 or nearest date.

Technical enquiries regarding this bid can be directed to **Mr S Stanley** on tel. 028 425 5500.

Tender documents are obtainable from **Ms. G Koopman** on telephone number 028 425 5500 during office hours upon payment of a **non-refundable fee of R200** per document. Banking details can be obtained from via email: geraldinek@capeagulhas.gov.za

Sealed tenders, clearly endorsed "**Tender SCM38/2018/19: SHORT-TERM INSURANCE**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, P.O. Box 51, Bredasdorp 7280 by not later than **12:00 on Friday, 10 May 2019** after which it will be opened in public. Tender may only be submitted on the tender documentation that has been issued.

All bids received will be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy and the Preferential Procurement Policy Framework Act. It is estimated that the 80/20 preference points system will be applicable. The two-stage bidding process will be followed in evaluating this tender; firstly for functionality and thereafter for price and preference.

An original and valid tax clearance certificate, as issued by the South African Revenue Service, must be submitted with the tender.

The Municipality reserves the right not to accept the lowest or any tender. No tender submitted via e-mail, facsimile or late tenders will be accepted.

**DGI O'NEILL (AMM)
MUNICIPAL MANAGER
P O BOX 51
BREDASDORP
7280**

2019-04-05

SCM36/2015/16: KORT TERMYN VERSEKERINGSMAKELAAR VIR DIE TYDPERK 01 JULIE 2019 TOT JUNIE 2022

Tenders word hiermee ingewag vir die kort termyn versekering makelaarsdienste vir 'n **termyn van 3** jaar wat begin op 1 Julie 2019 of die naaste datum.

Tegniese navrae rakende hierdie tender kan gerig word aan mnr. **S Stanley** by tel. 028 425 5500.

Tender dokumente is verkrygbaar van **Me. G Koopman** telefoonnommer 028 425 5500 gedurende kantoorure teen betaling van 'n **nie-terugbetaalbare deposito** van **R200** per dokument. Bank besonderhede kan verkry word via e-pos: geraldinek@capeagulhas.gov.za.

Verseëde tenders, duidelik gemerk "**Tender SCM38/2018/19: KORTTERMYNVERSEKERING**" moet in die tenderbus by die Munisipale Kantore, 1 Dirkie Uys, Bredasdorp geplaas word of gepos word om die Munisipale Bestuurder, Kaap Agulhas Munisipaliteit, Posbus te bereik Posbus 51, Bredasdorp 7280 teen nie later nie as **12:00 op Vrydag, 10 Mei 2019**, waarna dit in die openbaar oopgemaak sal word. Tender mag slegs ingedien word op die tenderdokumentasie wat uitgereik is.

Al die tenders wat ontvang word, sal geëvalueer word in terme van die Kaap Agulhas Munisipaliteit Voorsieningskanaal Bestuursbeleid en die Raamwerk vir Voorkeurverkrygingsbeleid, Wet. Daar word beraam dat die 80/20 voorkeur puntstelsel sal van toepassing wees. . Die evaluering van tenders wat ingedien word sal gebaseer word op 'n twee-fase bodproses, eerstens vir funksionaliteit en daarna vir prys en voorkeur.

'n Oorspronklike en geldige belasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet saam met die tender ingedien word.

Die Munisipaliteit behou die reg voor om nie die laagste of enige tender te aanvaar nie. Geen tender ingedien via e-pos, faks of laat tenders sal aanvaar word nie.

**DGI O'NEILL
MUNICIPAL MANAGER
P O BOX 51
BREDASDORP
7280**

2019-04-05

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY					
BID NUMBER:	SCM38/2018/19	CLOSING DATE:	10 MAY 2019	CLOSING TIME:	12:00
DESCRIPTION	SHORT-TERM INSURANCE BROKER FOR THE PERIOD 1 JULY 2019 TILL 2022				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

CAPE AGULHAS MUNICIPALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<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]

(a) 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]	(b) 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]
(c) TOTAL NUMBER OF ITEMS OFFERED		(d) TOTAL BID PRICE	R
(e) SIGNATURE OF BIDDER	(f) DATE	
(g) CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance: SCM	CONTACT PERSON	Shaun Stanley
CONTACT PERSON	Geraldine Koopman	TELEPHONE NUMBER	028 425 5500
TELEPHONE NUMBER	028 425 5500	FACSIMILE NUMBER	028 425 1019
FACSIMILE NUMBER	028 425 1019	E-MAIL ADDRESS	shauns@capeagulhas.gov.za
E-MAIL ADDRESS	geraldinek@capeagulhas.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

B. SPECIAL CONDITIONS OF TENDER

1. The prospective Tenderer's attention is drawn to the following list of forms, attached to this document, and other documents that **shall** be completed and submitted with his/her bid documents:
 - a) Tender Form
 - b) Form of Offer
 - c) Questionnaire – (*List of partners/members/directors & B-BBEE Act*)
 - d) Declaration by Supplier
 - e) Certificate of Independent Bid Determination - MBD 9
 - f) A valid and originally certified B-BBEE Score Card** (*not a photo-copy of another certified copy*)
 - g) An original printed Tax Clearance Certificate or Tax Compliance status pin** issued by the South African Revenue Service
 - h) Proof of registration for VAT (if applicable)
2. The Tender must be accompanied by a Company Profile of the Firm indicating relevant project experience and a list of Clients for whom these projects were undertaken.
3. In terms of Section 112(1)(l) of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003), persons who were convicted for fraud or corruption or who willfully neglected, reneged on or failed to comply with a government tender during the past 5 years, or whose tax matters are not cleared by the South African Revenue Services may not participate in the tendering process and the Tenderer shall submit a sworn statement to this effect.
4. **The official tender form must be completed in BLACK ink. Mistakes made by the bidder with the completion of the documents shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the bidder.. The use of products such as correction fluid (Tippex) is strictly forbidden. Failure to observe this rule will lead to the bid being disqualified.**
5. All bids shall be submitted under sealed cover. The envelope shall be addressed to the CAPE AGULHAS MUNICIPALITY, and marked Tender **Nr: SCM38/2018/19 SHORT-TERM INSURANCE** and placed in the bid box of the **CAPE AGULHAS MUNICIPALITY**, before closing date and time of bid.

Any bid which is delivered to an address other than the one stipulated in the bid notice will not be accepted. Tenders that are not clearly endorsed, or which are received after the closing time and date will not be considered.

6. **OPENING OF BIDS**

The CAPE AGULHAS MUNICIPALITY or his mandatory representative will open the bids in public shortly after the closing time stipulated. The name of the Bidder for each individual category of FIXED PERIOD bid received will be announced to all Bidders present at the opening.

7. **ANNOUNCEMENT OF BID VALUES**

The announcement of item prices will not be done. Only the total amount, as indicated on the front page, will be announced at the opening of the bid document(s).

- 8. Telexed, faxed or e-mailed tenders will not be accepted.
- 9. The tender forms should be carefully completed and no errors will be condoned after tenders have been opened.
- 10. The fact and action of handing in a tender to the Council is accepted as a contract between the Council and the Tenderer 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 Council. The Tenderer undertakes not to withdraw, or alter, the tender during this period.

Notice of acceptance of the tender by the Municipal Manager will be considered as a binding contract with effect from the date of such notice.

- 11. **The Tenderer 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.**
- 12. The Council does not bind itself to accept the lowest or any, tender and reserves the right to accept any tender in whole or part.
- 13. **Please note that no bids will be considered from persons in the service of the State.**
- 14. 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.
- 15. The bid of any person who canvasses or solicits, or causes to be canvassed or solicited, the support of any person employed by or in the service of the Employer or of the Consulting Engineer in favour of his offer, will not be considered.

16. **AUTHORITY TO SIGN DOCUMENTS (SCHEDULE 1A: – Page 63 – 64)**

The Bidder shall provide proof that the bid was completed and signed by an authorized person and shall duly complete **SCHEDULE 1A** in this regard. Failure to duly complete these schedules may subject the bid to rejection.

17. **DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT, NO. 56 OF 2003. (CAMBD 8: – Page 100-101)**

The Bidder shall duly complete and an authorised person shall duly undersign **CAMBD 8** in this regard. Failure to duly complete and sign this statement shall subject the bid to rejection.

18. **SIGNING OF FORM OF OFFER AND ACCEPTANCE (Form C & E: 17, 62-63 Page)**

The successful Bidder(s) shall sign, the contract agreement on pages 18, 61 – 62 of the bid document. Failure to duly complete and sign this agreement shall subject the bid to rejection.

19. **OTHER INFORMATION**

The Bid Document must be returned un-tampered and duly completed. Pages may not be removed. The Bidder must ensure all required documents are securely attached to the applicable schedules. Schedules which are not applicable must be endorsed as not applicable. Failure to attach the required documents will lead to the disqualification of the bidder.

20. **PAYMENT OF MUNICIPAL ACCOUNTS (SCHEDULE 1 F)**

The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.

21. The evaluation of tenders submitted will be based on a two-stage system, being one for functionality and the second for price and preference.

22. The applicable **80/20** preferential points system as set out in the Revised Preferential Procurement Regulations will be used to evaluate individual tenders.

a) **Bidders wishing to benefit from it must submit a valid and originally certified copy (not a photo-copy of another certified copy) of their Balanced Broad-Based Black Economic Empowerment Score Card in terms of 2007 Practice notes. Failure to submit the abovementioned B-BBEE Score Card will result in the bidder only receiving the applicable points for price.**

BIDDERS FUNCTIONALITY EVALUATION

Bidder will be evaluated on the following functionality criteria.

Quality criteria	Sub criteria	Reference In Bid (Page numbers/map reference)	Max No of points
Approach paper which responds to the proposed scope of work/project design and outlines proposed approach / methodology and work plan complete with time frames. (Complete Schedule 1)	Technical approach, methodology & innovation		15
	Work plan		15
Organization and staffing (Complete schedule 2)			15
Experience of the key staff (assigned personnel) in relation to the scope of work. (Complete Schedule 3)	General Experience		10
	Adequacy of the assignment		10
	Knowledge of issues pertinent to the project		10
Professional Service Provider's experience with respect to specific aspects of the project/comparable projects. (Complete Schedule 4)	Qualification and registration (where applicable) of all key practitioners on project team		15
Maximum possible score for quality (Ms=90x10)			90

Scores will be allocated as a percentage of 0, 50, 70, or 100 of the maximum number of points available to each of the criteria and sub-criteria based on the indicators contained in these schedules. The scores of each of the evaluators will then be averaged, weighted and then totaled to obtain the final score for quality.

***For Bidder(s) to be considered for the next phase of evaluation, they must achieve a minimum rating of 70% under this paragraph.**

SCHEDULE 1: EVALUATION SCHEDULE FOR FUNCTIONALITY: APPROACH PAPER & WORKPLAN

The approach paper must respond to the proposed scope of work / project design and outline the proposed approach / methodology and proposed work plan complete with time frames, and where relevant and appropriate, propose the scope of work and/or modifications to the scope of work. The approach paper should articulate what the tenderer is offering to provide for the price tendered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the Employer. Innovations which include the design of appropriate systems which encourage employment and empowerment of members of the local community will be noted. The approach should also include a quality plan which outlines processes, procedures and associated resources, (including any nominated subcontractors and specialists) applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The tenderer must attach his / her approach paper to this page.

The scoring of the approach paper will be as follows:

Technical approach and methodology		Work plan
Poor (score 0%)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing.
Satisfactory (score 50%)	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.
Good (score 70%)	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project.	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.
Very Good (score 100%)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs	Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

SCHEDULE 2: EVALUATION FOR FUNCTIONALITY: PROPOSED ORGANIZATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and all nominated sub-contractors. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

Poor (score 0%)	The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 50%)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.
Good (score 70%)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good coordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions.
Very Good (score 100%)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SignedDate.....

Name Position

Tenderer.....

SCHEDULE 3: EVALUATION SCHEDULE FOR FUNCTIONALITY: EXPERIENCE OF KEY STAFF

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

- 1) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3) Name of current employer and position in enterprise
- 4) Overview of post graduate / diploma experience (year, organization and position)
- 5) Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

	General qualifications (Greater weighting will be given to the team leader)	Adequacy for the assignment (Greater weighting will be given to the team leader)	Knowledge of issues pertinent to the project (Greater weighting will be given to the team leader)
Poor (score 0%)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, training and experience	Key staff have limited experience of issues pertinent to the project
Satisfactory (score 50%)	Key staff have reasonable levels of general experience <i>Between 1-5 years of short term insurance experience.</i>	Key staff have reasonable levels of project specific education, training and experience	Key staff have reasonable experience of issues pertinent to the project
Good (score 70%)	Key staff have extensive levels of general experience <i>Between 5-10 years of short term insurance experience.</i>	Key staff have extensive levels of project specific education, training and experience	Key staff have extensive experience of issues pertinent to the project
Very Good (score 100%)	Key staff have outstanding levels of general experience <i>Over 10 years of short term insurance experience</i>	Key staff have outstanding levels of project specific education, training and experience	Key staff have outstanding experience of issues pertinent to the project

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

SCHEDULE 4: EVALUATION SCHEDULE FOR FUNCTIONALITY: TENDERER'S EXPERIENCE

The experience of the tenderer as apposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

Poor (score 0%)	Tenderer has limited experience
Satisfactory (score 50%)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
Good (score 70%)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
Very Good (score 100%)	Tenderer has outstanding experience in projects of a similar nature. Includes letters of reference

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

TAX COMPLIANCE STATUS

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

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin or a printed Tax Clearance certificate must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin and a printed Tax Clearance certificate **will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin or printed TCC.**
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

II TAX CLEARANCE CERTIFICATE

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up-to-date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin or a printed Tax Clearance certificate**, as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin or a printed Tax Clearance certificate **will result in the invalidation of the tender.**

Signed

Date

Name

Position

Tenderer

C. CONTRACT DATA

Part 1: Data provided by the Employer

The Employer is: **Cape Agulhas Municipality**
PO Box 51,
Bredasdorp,
7280

The Employer's Telephone Number is: **028 425 5500**

The Employer's VAT Registration Number is: **4570109571**

The designated contact person of the Cape Agulhas Municipality is:

Name: **Shaun Stanley**
Telephone: **028 425 5520**
Facsimile: **028 425 1019**
E-mail: [**shauns@capeagulhas.gov.za**](mailto:shauns@capeagulhas.gov.za)

- The Service Provider is required to provide the Service with all reasonable care, diligence and skill.
- Copyright of documents prepared for the Project shall vest with the Employer.
- Interim settlement of disputes is to be by mediation.
- Final settlement of disputes is to be by arbitration.
- In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
- In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Employer.
- Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 24 months from the date of termination or completion of the Contract.

DATA PROVIDED BY THE SERVICE PROVIDER

The Service provider

Address:

Telephone:

Cellular phone:

Facsimile:

E-mail:

The Service Provider's Company Registration Number is:

The Service Provider's Income Tax Reference Number is:

The Service Provider's VAT Reference Number is:

The authorized and designated representative of the Service provider is:

Name:

D. TERMS OF REFERENCE

BASIS FOR TENDERING

The tender will call for technical and performance specifications of a Short Term Insurance Broker with effect from **1 July 2019 to 30 June 2022**. The submitted tenders will be adjudicated in accordance with the technical and performance specifications as outlined in the tender.

Evaluation of tenders will follow the requirement of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Regulation 5 (2) of No 32 Preferential Procurement Regulations, 2017.

It will also be required from the selected Short Term Insurance Broker to broke the Insurance Portfolio of the Cape Agulhas Municipality in the local and/or international insurance market in accordance with specific criteria. The emphasis will be on technical proposals made to the Cape Agulhas Municipality on the most cost-effective placement of the insurance portfolio in the insurance market, taking into serious consideration the mitigation of business risks and financial risks exposures. It will require from the selected Short Term Insurance Brokers to obtain quotations from the insurance market valid for a minimum period of at least 90 (ninety) days in order for the municipality to accommodate presentations and recommendations from the selected Short Term Insurance Brokers before final approval of premium and appointment of the Short Term Insurance Brokers for a period of 3 (three) years. Without derogating from the provisions of Section 33 (1) of Act No 56 of 2003, the Municipality reserves the right upon the expiry of the three-year contract to further extend the contract for two years with the successful bidder.

Cognisance should be taken that the appointed Short Term Insurance Broker will not be allowed to increase their insurance premium in year 2 (two) and 3 (three) with more than the CPIx, unless substantiating proof from the quotations received from the insurers reflected a hardening insurance market or which is based on an adverse/increase on claims incidents/values. In the event of organic growth of the portfolio including but not limited to inflationary increase of the sums insured and inclusion of additional cover and services the afore going rule limiting the premium growth to CPIx shall not apply. Quotations received by Short Term Insurance Broker from the insurers must annually with renewal be made available to the Cape Agulhas Municipality for scrutiny and approval by the Chief Financial Officer.

MANDATE

- 1 Tenderers may approach all Insurers complying with the relevant statutory solvency and other requirements.
- 2 Tenderer's proposals should be accompanied by a detailed summary of the salient features of your recommended insurance structure.
- 3 Support for the tenderer's proposals should be evidenced by a signed participation confirmation letter from Insurers/Reinsurers who will support your recommended structure at the terms, conditions and exceptions proposed by yourselves.
- 4 All premiums are to be rounded off to the next full rand. Where extensions are granted free of charge, please state "free" in the premium column. Where a line of cover or an extension is not tendered for, please state "no tender" in the premium column. All premiums quoted are to INCLUDE VAT. Should a deposit premium apply, it must be shown and a full explanation must be given as to how the deposit premium will operate. Nevertheless only the 100% or maximum premiums must be shown in the summary page

of insurance cost. If your policy is subject to declarations, please advise how it would affect the premium.

- 5 Tenderer's proposals should be accompanied by a detailed premium calculation for each class of insurance submitted.
- 6 The tender must disclose the insurer or consortium of insurers on each policy type as well as the type of policy wording as indicated in the tender documents.
- 7 Failure to comply with the above requirements may render the Tender invalid at the option of the Council.

ADDITIONAL CONDITIONS

- 1 Particulars of property, sums insured and limits of indemnity are based on the existing sums insured / limits. However, the Council reserves the right to adjust details, if necessary, at the final placement of the insurance, as well as during the period of the contract.
- 2 The minimum requirement in respect of policy conditions, limitations and exceptions are equal to a Multimark III policy wording. Policy wordings that are tailor made for local authorities with wider cover would be an advantage.
- 3 If any limitations and/or uncommon conditions and exclusions are to be imposed, this must be stated very clearly in respect of each class of insurance of the policies.
- 4 Deductibles are to be shown clearly, otherwise the Council will assume that no deductible will apply and this may not be rectified afterwards.

GENERAL

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. Cape Agulhas Municipality reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
2. Cape Agulhas Municipality reserves the right not to evaluate and/or consider any proposals that does not comply strictly with the requirements as set out in this request.
3. Cape Agulhas Municipality reserves the right to make a decision /selection based solely on the information received in the proposals to this request.
4. In order to be considered for this tender you have to be registered with the Financial Services Board (FSB) and Financial Intermediaries Association of South Africa (FIA) or any other reputable association recognized by the FSB.
5. Furthermore to point 4 you will have to achieve a technical acceptability threshold of 70 out of 100 points in terms of the services required as per the DETAILED TENDER SPECIFICATION.
6. Scoring as indicated in 5. above will be calculated with the completion of the Compulsory Questionnaire. The number of questions responded to in the affirmative with the necessary proof provided, will be expressed as a % of the total number of questions.

SERVICES TO BE RENDERED

The services to be rendered as a Short Term Insurance Broker over the three year period should include general services related to the placement, maintenance and administration of the insurance portfolio. A Service Plan should be drawn annually with inception of a new insurance period detailing the actions to be taken in accordance with the Annual Placement Programme as well as an Annual Maintenance Programme for claims administration. The Portfolio Service and Maintenance Plan should reflect at least the following general insurance actions:

- Internal and external discussions to set renewal and maintenance strategy;
- Internal Strategy meetings;
- Review existing cover;
- Established uninsured risks and internal self insurance capacity;
- Review cover, limits and sums insured;
- Review uninsured risks and exposure;
- Re-broking and market exercise to obtain renewal terms;
- Alignment of Insurance and Risk Management Philosophy;
- Pre-renewal meeting to discuss excess structures and alternatives of renewal;
- Renewal follow-up on alternative quotations;
- Presentation of renewal terms and recommended options;
- Confirmation of placement and 100% cover;
- Confirmation of credit rating of insurance and re-insurance markets;
- Premium allocations on recommended aggregates and service fees;
- Compilation of detailed insurance manual as well as full summary on cover, limits, conditions and exclusions;
- Check and provide issued policy as well as legal confirmation of statutory compliance;
- Compilation of claims procedural manual
- Ad hoc adjustments and endorsements on sums insured and declarations to insurers/re-insurers;
- Day-to-day correspondence and queries;
- Monitor premium payments and refunds in accordance with accounts and statement;
- Ad hoc training where required in terms of policy and procedural manual.

SERVICES AT ADDITIONAL COSTS

It is expected of the broker to have capacity to provide the following services at an appropriate time to be determined by the Council and a fee to be agreed with Council.

The insurance broker shall provide details of such services that he can deliver in this tender.

- Service Plan on Risk Financing and Engineering;
- Provision of underwriting surveys and EML/MPL on five key strategic risks including business interruption reports;
- Update of risk control, reports, surveys and EML/MPL;
- Claims administration and maintenance as set out in detailed specification inclusive of motor, non-motor, COID and legal liability claims;
- Six monthly claims audit and recommendations;
- Post loss surveys;

DETAILED TENDER SPECIFICATIONS

CLAIMS ADMINISTRATION

1. Administration of claims reported to the Insurance Broker;
 - The Insurance Broker will acknowledge receipt of claims forms and confirm all claims in writing to the client in 7 (seven) days after receipt of the notification of the incident.
 - If the claim is accepted by the Insurer an Agreement of Loss will be generated and forwarded to the Insurance Section of the client within 7 (seven) days after receipt of all the applicable documentation and claim has been accepted by the Insurer.
 - In cases where no Agreement of Loss is applicable, final invoice will be submitted by the client in reasonable time.
 - The Insurance Broker will assist the Insurance Section with the administration of claims in order to finalize all outstanding claims i.e. obtaining of reports, invoices, quotations etc.
 - The Insurance Broker will provide statistics on all claims/ declarations made per month not later than the 2nd working day of the following month to the Insurance Section.
2. Scheduling and coordinating of claims meetings.
 - The Insurance Broker will schedule and coordinate a quarterly claims meeting and meetings when required (ad-hoc) by the Insurance Section of the Cape Agulhas Municipality.
 - The purpose of the meeting will be to discuss all claims as per the applicable Insurance Policies reported by the Insurance Section to the Insurance Broker and to monitor the progress of all insurance claims reported to and authorized by the Insurance Broker.
3. Electronic claims administration system to administrate occupational injuries and disease claims.

It is expected of the broker to have capacity to provide the following services at an appropriate time to be determined by the Council on a fee to be agreed with Council:

- i) Administration of all claims arising from occupational activities of the employees of the Council pursuant the Compensation for Occupational Injuries and Diseases Act no 130 of 1993 and the Occupational Health and Safety Act.
 - ii) Formulation and implementation of Risk Management Strategy in line with the provisions of the Municipal Finance Management Act.
 - iii) Management of Occupational Injuries and Disease Act as well as Occupational Health and Safety Act risks related to the implementation of construction contracts by third parties on behalf of the Council.
4. Applications only from companies who can attest to and provide the following;
 - a) South African based Insurance Broking organization
 - b) Provision of latest financial statements include
 - Income Statement
 - Balance Sheet
 - c) Resources – details of full time employees being account directors, technicians, broking and other staff that may be utilized on this account, based in South Africa.

COMPULSARY QUESTIONNAIRE:

Please note that you have to be registered with the Financial Services Board (FSB) and Financial Intermediaries Association of South Africa (FIASA) or any other reputable association recognized by FSB to be considered for this tender. **A valid certified copy of your registration certificates and numbers should be attached to your tender.**

If you comply with these two requirements the following questions must be answered by the tenderer. Where a yes is indicated substantiating valid evidence must be supplied. If the questions **are not answered** and applicable certified valid documents not attached where required, the **tender will be disqualified.**

COMPULSARY QUESTIONNAIRE:		YES	NO
1	Are you a South African based Insurance Broking Organization? (If yes attach valid documentary proof)		
2	Will you be outsourcing more than 25% of your services to other brokers or parties?(If yes provide BBEE status level of the broker or partners to whom part of the contract will be outsourced)		
3	Is your service team to be utilized on this tender FAIS compliant and registered with the Financial Services Board? (If yes attach a valid certified confirmation from the Financial Services Board reflecting the individuals registered)		
4	Do you have a Loss Control Resource? (If yes provide details and particulars of representatives)		
5	Do you have a Risk Finance Resource? (If yes provide details and particulars of representatives)		
6	Name some local authorities where you are currently applying risk management (risk finance and risk control)		
7	Can you provide formal training services in risk management, risk control and risk financing?(If yes, provide full details where you have done so and contact persons)		
8	Do you have Professional Indemnity cover to the value of R50m? (If yes must provide a valid certified copy of your Professional Indemnity cover)		
9	Do you have Fidelity Guarantee cover to the value of R50 million? (If yes must provide a valid certified copy of your Fidelity Guarantee cover)		
10	Do you have any agency with specific insurers? (If yes must attach valid certified correspondence from each insurers)		
11	Are you ISO 9000 compliant? (If yes must attach a valid certified compliance certificate)		
12	Do you have a dedicated service team whom will be allocated to Cape Agulhas Municipality insurance portfolio? (If yes, an organogram of the service team and their relevant curriculum vitae MUST BE ATTACHED . Please note that the curriculum vitae will only be considered if the employee has at least 3 (three) years short term insurance experience).		
13	Is your Black Economic Empowerment status in line with the minimum requirement of the Financial Services Charter and has your status been verified and rated by any independent and reputable rating agency? (If yes provide full details of rating and by whom)		
14	Have you been appointed in the past 3 (three) years as a short term insurance broker on an insurance portfolio in excess of R1 billion assets? (If yes must provide the names of these clients, the contact person and telephone number).		
15	Have you been appointed as a short term insurance broker on a municipal portfolio in the past 3 (three) years? (If yes must indicate the name of the municipality, the contact person and telephone number).		
16	Have you dealt with individual claims in excess of R250, 000 in the past 3 (three) years? (If yes must list these claims by client, contact person, telephone number, claim description, claim amount and settlement amount).		

COMPULSARY QUESTIONNAIRE:		YES	NO
17.	Do you have an electronic insurance claims administration system that will be made available to the municipality? (If yes must indicate the name of the system and claims handling capacity of the system).		
18.	Has this electronic insurance claims handling system been implemented with your other clients? (If yes must provide the name of the clients and their telephone numbers).		
19.	Do you have an electronic injury on duty claims administration system that will be made available to the municipality?(If yes must indicate the name of the system and claims handling capacity of the system)		
20.	Has this electronic injury on duty claims handling system been implemented with your other clients? (If yes must provide the names of the clients and their telephone numbers).		
21.	Will the insurance provider give a special tariff for municipal officials of KAM for insuring their vehicles used for personal and business purposes		

SIGNATURE OF TENDERER: ADDITIONAL CONDITIONS

1. Your tender is to be valid until 30 June 2022 and Insurers will undertake not to amend their terms.
2. This contract will be valid from 1 July 2019 to 30 June 2022. An extended term may be negotiated. The Council reserves the rights to review the contract annually or at any stage in the event of material breach of the service level agreement.
3. The premium stated will be the inclusive of VAT premium for a period of twelve (12) months as from 1 July 2019.
4. The premium payment for the period from 1 July 2019 must be made on or before inception of cover upon receipt of all tax invoices by Council. In the event of an increase or decrease in assets and insurable interests, the premium will be adjusted accordingly. The Council may deduct any amount owing to the Council by the short-term insurance broker under any of the provisions of this contract from any amount owing in respect of this insurance Portfolio. Cover must remain in force during the period that this requirement applies.

However, please indicate whether or not a monthly facility is available.

5. No tender will be considered, unless accompanied by sufficient information so as to indicate that the amount tendered will include the total cost of the insurance premium.
6. Insurance Markets
 - 6.1 Does your proposed market have experience with Local Authorities?
 - 6.2 Are your insurance policies specially designed for local authorities?
 - 6.3 Please provide copies of your insurance policies
 - 6.4 Please provide a letter as proof of support by the insurers or underwriters for all classes of insurance that you have tendered for
 - 6.5 Provide the Solvency margin of insurers
 - 6.6 Provide the empowerment status of the insurers

KAAP AGULHAS MUNICIPALITY CLAIMS

POLICY CLASS	1/7/2015 - 30/6/2016	1/7/2016 - 30/6/2017	1/7/2017 - 30/6/2018	1/7/2018 - 31/12/2019
COMBINED	R 143,497 6	R 264,053 8	R 43,244 2	R 40,630 3
MOTOR	R 35,289 6	R 142,641 18	291871 15	R 137,430 3
BURGLARY	R 2,192 1	R 4,289 7	R 25,273 6	R 10,830 1
ALL RISKS	R 8,392 1	R 25,453 3	R 19,104 5	0 0
SUB TOTAL	R 189,370 14	R 436,436 36	R 379,492 28	R 188,890 7
LIABILITY				
PUBLIC	R 22,768 6	R 839,092 17	R 2,689,201 3	0 0
MOTOR	0 0	0 0	R 11,675 1	0 0
SUB TOTAL	R 22,768 6	R 839,092 17	R 2,700,876 4	R 0 0
TOTALS	R 212,138 20	R 1,275,528 35	R 3,080,368 17	R 188,890 4

CAPE AGULHAS MUNICIPALITY

**SCHEDULE OF INSURED PROPERTY : COMBINED / BYLAE VAN VERSEKERDE EIENDOM:
SAAMGEVATTE AFDELING - 2018/2019**

ITEM	DESCRIPTION	BUILDING	CONTENTS	PROPERTY SPECIFIC	TOTAL
1	APO HALL / APO SAAL	1 091 700			1 091 700
2	VEHICLE WORKSHOP / WERKSWINKEL-VOERTUIGSTOOR	1 787 400	235 700		2 023 100
3	WATERPURIFICATION WORKS / WATERSUIWERINGSWERKE	-		11 550 000	11 550 000
4	RESERVOIRS: 2 X 1.8ML	-		6 930 000	6 930 000
5	SEWERAGE TREATMENT WORKS / RIOOLSUIWERINGSWERKE	-		11 550 000	11 550 000
6	MUNICIPAL OFFICE (MAIN) / MUNISIPALE KANTORE (ADMIN)	22 873 200	3 990 300		26 863 500
7	LIBRARY (CHURCH STREET) / HOOFBIBLIOTEEK (KERK STRAAT)	5 990 500	2 569 100		8 559 600
8	WELVERDIEND LIBRARY / BIBLIOTEEK	2 377 200	1 256 900		3 634 100
9	COMMUNITY SERVICES / GEMEENSKAPSDIENSTE (HOUSE/HUIS)	1 738 700	339 100		2 077 800
10	PUBLIC TOILETS / OPENBARE TOILETTE (SEALYSTR)	332 500			332 500
11	PUBLIC TOILETS / OPENBARE TOILETTE (WATERKANT'STR)	262 000			262 000
12	STOREROOM AND TOILETS (CEMETRY) / STOOR & TOILETTE (BEGRAAF)	217 800			217 800
13	GENERAL STORE AND OFFICES / ALGEMENE STOOR & KANTORE	2 123 500	933 500		3 057 000
14	UITVALWERKE STOOR	363 000	20 000		383 000
15	UITVALWERKE BUILDING / GEBOU	346 500	55 100		401 600
16	SAAME HALL/SAAL	545 700	-		545 700
17	SUIKERBOSSIE RESORT / OORD: BUNGALOWS (X7)	291 100	463 100		754 200
18	SUIKERBOSSIE RESORT / OORD: ABLUSIEBLOK/ABLUTION FACILITIES	667 000			667 000
19	SPORTS COMPLEX, HALL & TICKET OFFICE / SPORTKOMPLEKS & SAAL	10 151 200	827 000		10 978 200
20	SPORTGROUNDS FLOODLIGHTS / SPORTGRONDE SE SPREILIGTE	-	2 205 000	2 425 500	4 630 500
21	TRAFFIC DEPARTMENT BUILDING / TOETSENTRUM	4 365 900	2 086 200		6 452 100
22	PLACE OF SAFETY / PLEK VAN VEILIGHEID (ONS HUIS)	1 813 500			1 813 500
23	SQUASH COURTS / MUURBALBANE	1 212 800			1 212 800
24	COUNCIL CHAMBERS / NUWE RAADSAAL (SUB 2)	1 722 200	377 400		2 099 600
25	TELEMETRY / TELEMETRIE(5X BOREHOLES/BOORGATE)+ RESERVOIR	-		165 000	165 000
26	BOREHOLE PUMPSBOORGAT PUMPS/POMPE 1,2,3,7,8,9,10,11,12	-		440 000	440 000
27	ANIMAL SHELTER / HONDESKUT	479 500			479 500
28	SEWERAGE PUMPSTATION / RIOOLPOMPSTASIE (OU MEULEWEG)	-		1 100 000	1 100 000
29	WATER PURIFICATION: LIMESTONE TANKS / WATERSUIWERING: KALKSTEEN TENKE	-		880 000	880 000
30	RAW WATER PUMP STATION / ROUWATERPOMPSTASIE: VLEIKLOOFDA	-		550 000	550 000
31	BUILDING AT LANDFILL SITE / LOKAAL BY STORTINGSTERREIN/OOR	77 000			77 000
32	LANDFILL SITE LOADING ZONE (REFUSE BINS) / OORLAAISTASIES (VULLISBAKKE)	-		550 000	550 000
33	LANDFILL SITE DUMPING POINT / OORLAAISTASIE AFLAAI PUNT(R1.8 MIL X 3)	-		5 940 000	5 940 000
34	SUBSTATION BUILDINGS WITH TRANSFORMER / SUBSTASIE GEBOUE M	3 643 200	3 350 000	0	6 993 200
35	MAIN SUBSTATION / HOOFSUBSTASIE 1 EN 4	2 112 000	2 680 000		4 792 000

CAPE AGULHAS MUNICIPALITY

**SCHEDULE OF INSURED PROPERTY : COMBINED / BYLAE VAN VERSEKERDE EIENDOM:
SAAMGEVATTE AFDELING - 2018/2019**

ITEM	DESCRIPTION	BUILDING	CONTENTS	PROPERTY SPECIFIC	TOTAL
38	NOT USED				
39	TRANSFORMERS ONLY / TRANSFORMATORS ALLEEN (17 PAAL EN 5)GROND			1 120 000	1 120 000
40	MINI SUBSTATION / MINI SUBSTASIES (18)			4 500 000	4 500 000
41	ELELCTRICAL STORE AND WORKSHOP / ELEKTRISITEIT STOOR EN WERKSWINKEL	1 925 000	1 260 000		3 185 000
42	ELECTRICITY OFFICE AND SUBSTATION / ELEKTRISITEIT KANTOOR EN SUBSTASIE	330 000	252 000		582 000
43	P&B LIMWORKS AND SWITCHGEAR / P&B KALKWERKE SUB EN SKAKELTUIG	158 400	420 000		578 400
44	TRANSFORMERS IN CUPBOARDS / TRANSFORMATORS IN KASTE (3)			270 000	270 000
45	HIGH ANGLE LIGHTNING / HO&MAS BELIGTING - KLEINBEGIN (4)			640 000	640 000
46	NOOITGEDAGT SUBSTATION / SUBSTASIE	352 000	1 700 000		2 052 000
47	CHECKERS SUBSTATION / SUBSTASIE	55 000	350 000		405 000
48	ELELCTRICAL STORE / ELEKTRISITEIT' STOOR	154 000	315 000		469 000
49	RMU'S (17)			1 530 000	1 530 000
50	ABLUTION FACILITIES / ABLUSIEBLOK - WINDMEUL	727 700			727 700
	NUTEC OFFICES / OPSLAANKANTORE.	1 139 300	269 500		1 408 800
51	SUPPLY CHAIN OFFICES	1 256 000	297 200		1 553 200
52	MANDELA HALL / MANDELASAAL - KLEINBEGIN	2 997 400	611 700		3 609 100
53	NOMPUMELELO CRECHE / KLEUTERSKOOL	606 400			606 400
54	COUNCIL CHAMBER NEW OFFICES / NUWE KANTORE BY RAADSAAL (3)	1 375 300	569 700		1 945 000
55	FENCING LANDFILL SITE / OMHEINING STORTINGSTERREIN			1 100 000	1 100 000
56	THUSONG CENTRE / THUSONG SENTRUM	11 521 100			11 521 100
57	NEDBANK BUILDING (CONTENT ONLY) / NEDBANK GEBOU (SLEGS INHOUD)		1 686 800		1 686 800
58	SAFEHOUSE	1 334 000	115 800		1 449 800
59	ABLUTION FACILITIES / ABLUSIEBLOK - ZWELITSHA SPORTKOMPLEKS	756 300			756 300
60	PARKSTREET SPORTSGROUNDS / PARKSTRAAT SPORTKOMPLEKS	727 700			727 700
		92 000 700	29 236 100	51 240 500	172 477 300

CAPE AGULHAS MUNICIPALITY

**SCHEDULE OF INSURED PROPERTY : COMBINED / BYLAE VAN VERSEKERDE EIENDOM:
SAAMGEVATTE AFDELING - 2018/2019**

ITEM	DESCRIPTION	BUILDING	CONTENTS	PROPERTY SPECIFIC	TOTAL
	<u>NAPIER</u>				
1	OFFICE BUILDING/ KANTOORGEBOU	1 727 300	276 300		2 003 600
2	LIBRARY / BIBLIOTEEK (NEWMARKSTRAAT)	980 300	877 100		1 857 400
3	GROEBBELAAR HALL / GROBBELAARSAAL	2 700 200	106 500		2 806 700
4	PRIMARY SCHOOL CRECHE / PRE-PREMERE SKOOL (KABOUTERLAND)	606 400			606 400
5	CLINIC AND CHILDWELFARE BUILDING / KLINIEK/KINDER & GESINS	510 800	38 800		549 600
6	COMMUNITY HALL / GEMEENSKAPSAAL	4 109 500	263 000		4 372 500
7	LIBRARY / BIBLIOTEEK (NUWERUS)	1 078 300	790 400		1 868 700
8	STOREROOM / STAALSTOOR (INDUSTRIAL AREA/NYWERHEIDSGEBIE	1 697 900	253 600		1 951 500
9	WATER PURIFICATION WORKS BUILDING / GEBOU BY WATERSUIWERINGSWERK	88 000			88 000
10	TELEMETRY, CHLORINATOR, ELECTRICITY BOARD / TELEMETRIE, CHLOORINEERDER, KRAGBORD			450 000	450 000
11	2 X PUMPS AT WATER PURIFICATION WORKS / POMPE BY WATERSUIWERINGSWERKE			150 000	150 000
12	SPORTGROUNDS CLUBHOUSE / KLUBHUIS SPORTGRONDE(NUWERUS)	2 061 700			2 061 700
13	SEWERAGE PUMPSTATION / RIOOLPOMPSTASIE			500 000	500 000
14	BOREHOLE PUMPS / BOORGAT POMPE 6,8,9,10,15 en 11			250 000	250 000
15	RESERVOIRS(2XHoëdruk,1x750kl,6xBegraafplaas)1x1Ml			5 000 000	5 000 000
16	SPORTS COMPLEX/ KRIEKETVELD/SPORTKOMPLEKS	727 700			727 700
17	CHLORINE DEVICE: BUILDING / CHLOOR APPARAAT:GEBOU			60 000	60 000
18	water purification plant / WATERSUIWERINGS AANLEG			2 200 000	2 200 000
19	BUILDING AT LANDFILL SITE / LOKAAL BY STORTINGSTERREIN	55 000			55 000
20	TRANSFORMERS / TRANSFORMATORS POLEMOUNT (17)			1 530 000	1 530 000
21	MINI SUBSTATION / MINI SUBSTASIE (13)			4 450 000	4 450 000
22	MAIN SUBSTATION / HOOFSUBSTASIE (6x6 @ R4000) 315 TRX 4 WAY SW	144 000	380 000		524 000
23	HIGH ANGLE LIGHTNING / HOËMAS LIGTE			160 000	160 000
24	MUNICIPAL GARAGE AND ELECTRICITY STORE / MUNISIPALE GARAG	404 300			404 300
25	WENDY HOUSE (offices) WATER PURIFICATION WORKS / WENDYHUIS(kantoor) WATERSUIWERING			22 000	22 000
		16 891 400	2 985 700	14 772 000	34 649 100

CAPE AGULHAS MUNICIPALITY

**SCHEDULE OF INSURED PROPERTY : COMBINED / BYLAE VAN VERSEKERDE EIENDOM:
SAAMGEVATTE AFDELING - 2018/2019**

ITEM	DESCRIPTION	BUILDING	CONTENT	PROPERTY SPECIFIC	TOTAL
<u>WAENHUISKRANS</u>					
1	ABLUTION FACILITIES & laundry / ABLUSIEBLOKKE & WASKAMERS (KAMP A)	2 333 900			2 333 900
2	NEW ABLUTION FACILITIES / NUWE ABLUSIEBLOK (KAMP A)	1 440 700			1 440 700
3	OFFICE WITH ACCESS CONTROL GATE / KANTOOR (KAMP) MET INGANGSHEK	630 000	46 700		676 700
4	BUNGALOWS NR 1-11	5 457 400	192 800		5 650 200
5	BUNGALOWS NR 14-15	885 300	116 900		1 002 200
6	BUNGALOWS NR 16-19	1 819 100	233 700		2 052 800
7	BUNGALOWS NR 20-24	2 425 500	292 200		2 717 700
8	PUMP HOUSE / POMPHUISE (X3)	106 900	113 400		220 300
9	PUMPSTATION TO HIGH LEVEL RESERVOIR / POMPSTASIE NA HOEVLAKE RESERVOIR			288 000	288 000
10	ABLUTION FACILITIES / ABLUSIEBLOKKE (ROMAN BEACH)	545 700			545 700
11	ABLUTION FACILITIES / ABLUSIEBLOK VOOR HOTEL (ARNISTON HOTEL)	727 700			727 700
12	STORES / STOOR (KAMP A)	519 800			519 800
13	RESERVOIRS (1 X 0.9ML EN 1 X 1ML)	3 500 000			3 500 000
14	CLINIC AND LIBRARY / KLINIEK & BIBLIOTEEK	2 910 600	694 600		3 605 200
15	ABLUTION FACILITIES / ABLUSIEBLOK KASSIESBAAI	309 000			309 000
16	BOREHOLE PUMP AND MOTOR / BOORGATPOMPE EN MOTOR			48 000	48 000
17	TELEMETRY / TELEMETRIE X5			200 000	200 000
18	COMMUNITY HALL / GEMEENSKAPSAAL - KASSIESBAAI	2 364 900	57 900		2 422 800
19	BUILDING AT LANDFILL SITE / LOKAAL BY STORTINGSTERREIN	55 000			55 000
20	SUBSTATION BUILDING / SUBSTASIE GEBOU TX5	144 000	250 000		394 000
21	TRANSFORMER CUPBOARDS / TRANSFORMATOR KASTE (11)			990 000	990 000
22	THREE-WAY SWITCH / DRIEWEG SKAKELAAR			240 000	240 000
23	MAIN SUBSTATION / HOOFSUBSTASIE (6x6 @ R4000)	144 000	220 000		364 000
24	SEWERAGE PUMPSTATION / RIOOLPOMPSTASIE X4			2 000 000	2 000 000
25	SEWERAGE PURIFICATION WORKS / RIOOLSUIWERINGSWERKE			4 000 000	4 000 000
26	SPORTGROUNDS (ABLUTION, OFFICE AND FENCING) / SPORTGRONDE(ablusie, kaart)	589 400			589 400
27	not used				
		26 908 900	2 218 200	7 766 000	36 893 100
<u>ELIM</u>					
1	RESERVOIRS (1 X 250KL EN 1 X 360KL)			1 003 200	1 003 200
2	BOREHOLE PUMP / BOORGATPOMPE			36 000	36 000
3	SEWERAGE PUMPSTATION / RIOOLPOMPSTASIE	452 400			452 400
4	SEWERAGE PURIFICATION WORKS / RIOOLSUIWERINGSWERKE			480 000	480 000
		452 400		1 519 200	1 971 600

CAPE AGULHAS MUNICIPALITY

**SCHEDULE OF INSURED PROPERTY : COMBINED / BYLAE VAN VERSEKERDE EIENDOM:
SAAMGEVATTE AFDELING - 2018/2019**

ITEM	DESCRIPTION	CBUILDING	CONTENT	PROPERTY SPECIFIC	TOTAL
<u>L'AGULHAS</u>					
1	OFFICE WITH ACCESS CONTROL GATE / KANTOOR MET INGANGSHEK	1 870 400	18 100		1 888 500
2	ABLUTION FACILITIES & LAUNDRY / ABLUSIEBLOKKE & WASKAMERS	1 414 300			1 414 300
3	BUNGALOWS (X17)	7 761 600	926 100		8 687 700
4	STOREROOM AND HOUSING UNIT / STOOR & WOONKWARTIERE (ELI -HUIS)	748 300	28 400		776 700
5	PUMP HOUSE / POMPHUISE (X3)	52 800	60 000		112 800
6	RESERVOIR(1 X 1ML)	-		2 000 000	2 000 000
7	RESERVOIRS (4 X 61KL, 3 X 60KLEN 1 X 238KL)	-		1 298 900	1 298 900
8	TENNISCLUB BUILDING / TENNISKLUBGEBOU	785 700			785 700
9	BOWLING CLUB BUILDING / ROLBALKLUBHUIS	4 045 600			4 045 600
10	BOREHOLE PUMPS / BOORGATPOMPE X2			110 000	110 000
11	TELEMETRY / TELEMETRIE X2			105 600	105 600
12	ABLUTION FACILITIES / ABLUSIEBLOK : STINKBAAI (KAMP B)			667 000	667 000
13	ABLUTION FACILITIES / ABLUSIEBLOK <i>SOLDATEPOEL</i>			346 500	346 500
14	ABLUTION FACILITIES SMALL / KLEIN ABLUSIEBLOK (KAMP A)			332 700	332 700
15	ABLUTION FACILITIES SMALL / KLEIN ABLUSIEBLOK (GETYPOELE)			277 800	277 800
16	TRANSFORMERS / TRANSFORMATOR IN KASTE (4)			360 000	360 000
17	SUBSTATION BUILDING WITH TRANSFORMER (7) / SUBSTASIE GEBOU MET TRANS	1 008 000	630 000	0	1 638 000
18	MAIN SUBSTATION / HOOFSUBSTASIE(6x6 @R4000)	144 000	350 000	0	494 000
19	MINI SUBSTATION IN BUILDING / MINI SUBSTASIES IN GEBOU (4)	576 000	1 120 000	0	1 696 000
20	MINI SUBSTATION / MINI SUBSTASIE (5)			1 550 000	1 550 000
		18 406 700	3 132 600	7 048 500	28 587 800
<u>SUIDERSTRAND</u>					
1	PUMP HOUSE / POMPHUISE X2	64 800	120 000		184 800
2	BOREHOLE PUMP / BOORGATPOMPE X2			100 000	100 000
3	RESERVOIRS (9 X 65KL)			962 400	962 400
4	TELEMETRY / TELEMETRIE X2			48 000	48 000
5	DOSING UNIT / DOSERINGSEENHEID			84 000	84 000
6	DOSING BUILDING / DOSERINGS GEBOU	29 000			29 000
7	WATER SOFTENING BUILDING / WATERVERSAGTER GEBOU	275 000			275 000
8	SUBSTATION BUILDING AND TRANSFORMER / SUBSTASIE GEBOU & TRANSFORM	144 000	90 000		234 000
9	SMALL TRANSFORMER BOREHOLE / KLEIN TRANSFORMATOR BOORGATE(3)			63 000	63 000
10	MINI SUBSTATION IN BUILDING / MINI SUBSTASIES IN GEBOU (1)	144 000	320 000		464 000
11	MINI SUBSTATION / MINI SUBSTASIES (1)			320 000	320 000
		656 800	530 000	1 577 400	2 764 200

CAPE AGULHAS MUNICIPALITY					
SCHEDULE OF INSURED PROPERTY : COMBINED / BYLAE VAN VERSEKERDE EIENDOM: SAAMGEVATTE AFDELING - 2018/2019					
ITEM	DESCRIPTION	BUILDING	CONTENT	PROPERTY SPECIFIC	TOTAL
<u>KLIPDALE</u>					
1	CLUBHOUSE / KLUBHUIS	733 300			733 300
2	CEMENT RESERVOIR / 1 X SEMENT OPGAARDAM (1 X 60KL)			99 600	99 600
3	LIBRARY AND CLINIC / BIBLIOTEEK EN KLINIEK	510 000	371 500		881 500
4	COMMUNITY HALL / GEMEENSKAPSAAL	1 181 300	110 000		1 291 300
		2 424 600	481 500	99 600	3 005 700
<u>PROTEM</u>					
1	COMMUNITY HALL AND LIBRARY / GEMEENSKAPSAAL/NUWE BIBLIOTEEK	933 600	309 300		1 242 900
2	WATER TANK AND SCAFFOLDING / /2 x 10 000L WATERTENKS EN STALLASIES			200 000	200 000
		933 600	309 300	200 000	1 442 900
<u>SPANJAARDSKLOOF</u>					
1	WATER PURIFICATION WORKS			800 000	800 000
2	WENDY HOUSE (OFFICE) / WENDYHUIS(KANTOOR) SPANJAARDSKLOOF			20 000	20 000
		-	-	20 000	820 000

CAPE AGULHAS MUNICIPALITY					
SCHEDULE OF INSURED PROPERTY : COMBINED / BYLAE VAN VERSEKERDE EIENDOM: SAAMGEVATTE AFDELING - 2018/2019					
ITEM	DESCRIPTION	BUILDING	CONTENT	PROPERTY SPECIFIC	TOTAL
<u>STRUISBAAI</u>					
1	ABLUTION FACILITIES LARGE / GROOT GERIEWEBLOK (NOORD) KAMP	1 179 400			1 179 400
2	DRESSING ROOM FACILITIES / KLEEDKAMERFASILITEITE (SPORTVELD)	574 100			574 100
3	COMMUNITY HALL / SPORTSAAL (NOORD) GEMEENSKAPSAAL	2 001 000	57 900		2 058 900
4	CHALET (NOORD) KAMP	725 000	56 500		781 500
5	OFFICE WITH ACCESS CONTROL GATE / KANTOOR (ERF 226) EN INGANGSHEK	725 000	29 600		754 600
6	ABLUTION FACILITIES / GERIEWEBLOKKE (SEEKANT)	392 200			392 200
7	ABLUTION FACILITIES AND STOREROOM / TOILETBLOKKE EN STOORKAMERS (SEEKANT) GALJO	491 600			491 600
8	LAUNDRY AND STOREROOM / OPWASPLEK EN STOOR (SEEKANT) GALJOEN	114 400			114 400
9	ABLUTION FACILITIES / GERIEWEBLOK (BO KAMP) KABELJOU	1 107 800			1 107 800
10	ABLUTION FACILITIES & IRONING ROOM / GERIEWEBLOK, STRYKKAMER (MIDDELKAMP) STEENB	1 314 700			1 314 700
11	CHALET (X5)	2 425 500	347 300		2 772 800
12	CHALET (X11)	5 174 300	792 500		5 966 800
13	POLICE STATION AND OFFICE STRUCTURES / (ERF379) POLISIESTASIE/2x OPSLAAN KANTORE	1 060 900			1 060 900
14	STOREROOM AND PUMP HOUSE / STORE EN POMPHUIS (ERF 856)	197 300	100 800		298 100
15	CEMENT RESERVOIR / SEMENTOPGAARDAMME (X2)			900 000	900 000
16	TENNIS CLUBHOUSE AND COURT + FISHINGCLUB BUILDINGS / TENNISKLUBHUIS EN BANE + HEN	2 111 600	63 800	0	2 175 400
17	OFFICE / KANTOOR (ERF 379)	3 477 700	692 000	0	4 169 700
18	STOREROOM / STOOR (ERF1836)	1 581 100	548 800	0	2 129 900
19	DRESSING ROOMS / KLEEDKAMERS (ERF921)	363 800		0	363 800
20	LIBRARY WITH FENCING / BIBLIOTEEK MET OMHEINING	4 935 000	1 091 500	211 800	6 238 300
21	CLINIC/ KLINIEK (NOORD)	1 000 500	111 100	0	1 111 600
22	BOREHOLE / BOORGATE 1,2,3,4,6,8			360 000	360 000
23	ELECTRICITY GENERATING ROOM / KRAGOPWEKKER KAMER	42 200	60 000	0	102 200
24	SEWERAGE PUMPSTATION + NEW PUMPSTATION / RIOOLPOMPSTASIE X2 + 1 NUWE POMPSTASIE(1 650 000	500 000	0	2 150 000
25	HOP SEWERAGE PUMPSTATION / HOP RIOOLPOMPSTASIE	550 000			550 000
26	RESERVOIRS (2 X 1.5ML EN 1 X 1.3ML)			6 000 000	6 000 000
27	BUILDING AT LANDFILL SITE / LOKAAL BY STORTINGSTERREIN	55 000			55 000
28	TRANSFORMERS IN CUPBOARDS / TRANSFORMATORS IN KASTE(21)			1 890 000	1 890 000
29	SUBSTATION BUILDING WITH TRANSFORMERS / SUBSTASIE GEBOU MET TRANSFORM (4)	576 000	360 000		936 000
30	MAIN SUBSTATION / HOOFSUBSTASIE ARGONAUTASUB	144 000	584 000		728 000
31	MINI SUBSTATION AND BUILDING / MINI SUBSTASIES IN GEBOU (5)	720 000	1 550 000		2 270 000
32	MINI SUBSTATION/ MINI SUBSTASIES (14)			4 960 000	4 960 000
33	SMALL TRANSFORMERS BORHOLES / KLEIN TRANSFORMATORS BOORGATE(8)			88 000	88 000
34	CABLE STORE / KABELSTOOR	82 500			82 500
35	SEWERAGE PURIFICATION WORKS / RIOOLSUIWERINGSWERKE			15 400 000	15 400 000
36	TELEMETRY / TELEMETRIE			300 000	300 000
37	ABLUTION FACILITIES / ABLUSIEBLOK - NOSTRA	1 522 000			1 522 000
38	ABLUTION FACILITIES / ABLUSIEBLOK - DUIKERSTRAAT	606 400			606 400
39	ABLUTION FACILITIES / ABLUSIEBLOK - OK (MARKPLEIN)	1 097 300			1 097 300
40	ABLUTION FACILITIES / ABLUTION - SBAAI NORTH (BEACH)	300 000			300 000
		37 998 300	6 945 800	30 109 800	75 053 900

CAPE AGULHAS MUNICIPALITY

HOMEOWNERS SECTION 2017/2018

INSURED PROPERTIES	INSURED AMOUNT
<u>BREDASDORP</u>	
SELF-BUILDING SCHEME /SELFBOUSKEMA (1)	225 200
RENTAL SCHEME /VERHUURSKEMA (7)	1 576 600
<u>NAPIER</u>	
SELF-BUILDING SCHEME /SELFBOU SKEMA (10)	2 252 300
RENTAL SCHEME / VERHUURSKEMA (8)	1 801 800
FOREMAN DWELLING HOME /WOONHUIS - FOREMAN/VOORMAN	693 000
<u>WAENHUISKRANS</u>	
CARETAKER RESIDENCE /OPSIGTERSWONING (KAMP A) (I Abrahams)	1 143 500
CARETAKER RESIDENCE /OPSIGTERSWONING (KAMP B) (erf 214)	462 000
<u>L 'AGULHAS</u>	
CARETAKER RESIDENCE / OPSIGTERSWONING	1 067 200
<u>STRUISBAAI</u>	
CARETAKER RESIDENCE /OPSIGTERSWONING (NOORD)	970 200
HOUSE AND GARAGE /WOONHUIS EN MOTORHUIS (ERF 80)- (A Strydom)	1 576 600
HOTAGTERKLIP HOUSES / HUISE (X3)kitchen/kombuis/Cloakrooms/Kleedkamers	1 940 400
	13 708 800

CAPE AGULHAS MUNICIPALITY

MUNICIPAL FLEET / MUNISIPALE VLOOT - 2018/2019

MODEL	DETAILS / BESONDERHEDE	REG NR	VALUE /WAARDE
<u>BREDASDORP</u>			
<u>LIGHT DELIVERY VEHICLES / LIGTE AFLEWERINGSVOERTUIG</u>			
1997	TOYOTA VENTURE 1800	CS 3262	21 200
1998	CORSA 130i LAW	CS 4397	42 000
1999	TOYOTA STALLION 2.4	CS 5192	40 000
2003	FORD BANTAM 1300i	CS 8446	35 000
2009	FORD RANGER 2.2 petrol	CS 15640	120 000
2009	FORD RANGER 2.2 petrol	CS 15642	120 000
2009	FORD RANGER 2.2 petrol	CS 15643	120 000
2009	FORD RANGER 2.2 petrol	CS 1483	100 000
2010	FORD RANGER	CS 4836	95 000
2010	TOYOTA HILUX 2.0 VVTi [WITH CANOPY/MET KAPPIE]	CS 4570	128 000
2010	TOYOTA HILUX 2.0 VVTi [WITH CANOPY/MET KAPPIE]	CS 4580	128 000
2010	TOYOTA HILUX 2.0 VVTi [WITH CANOPY/MET KAPPIE]	CS 4581	128 000
2010	TOYOTA HILUX 2.0 VVTi [WITH CANOPY/MET KAPPIE]	CS 4591	128 000
2010	TOYOTA HILUX 2.0 VVTi [WITH CANOPY/MET KAPPIE]	CS 4592	105 000
2010	FORD BANTAM 1300i	CS 1209	75 000
2010	OPEL CORSA 140i UTILITY	CS 4424	98 500
2011	FORD BANTAM 1300i [WITH CANOPY/MET KAPPIE]	CS 8618	83 000
2011	FORD BANTAM 1300i	CS 8620	83 000
2012	FORD BANTAM 1300i [WITH CANOPY/MET KAPPIE]	CS 8922	86 000
2013	NISSAN NP300 HARDBODY	CS 13736	165 000
2013	NISSAN NP300 HARDBODY	CS 13753	165 000
2013	NISSAN NP300 HARDBODY	CS 13759	165 000
2013	NISSAN NP300 HARDBODY	CS 13761	119 000
2015	NISSAN NP300 HARDBODY [WITH CANOPY/MET KAPPIE]	CS 13450	160 000
2017	NISSAN NP200 [WITH CANOPY/MET KAPPIE]	CS 15752	135 000
2017	NISSAN NP300	CS 18497	180 000
TOTAL		26	2 824 700

CAPE AGULHAS MUNICIPALITY

MUNICIPAL FLEET / MUNISIPALE VLOOT - 2018/2019

MODEL	DETAILS / BESONDERHEDE	REG NR	VALUE /WAARDE
<u>MOTOR VEHICLES / MOTORVOERTUIE</u>			
2017	TOYOTA ETIOS SEDAN 1.5 Xi	CS 17557	155 000
2010	NISSAN TIIDA 1600	CS 5241	90 000
2010	NISSAN TIIDA 1600	CS 5245	90 000
2011	FORD ICON 1.6 AMBIENTE	CS 8623	90 000
2013	NISSAN TIIDA 1600	CS 13901	150 000
2013	NISSAN TIIDA 1600	CS 13908	150 000
2016	TOYOTA ETIOS SEDAN	CS 7670	144 400
2016	TOYOTA ETIOS SEDAN	CS 12069	144 400
2017	VOLKSWAGEN POLO VIVO	CS 13295	166 000
TOTAL		9	1 179 800
<u>MOTORBIKES / MOTORFIETSE</u>			
2010	SUZUKI LTF160 QUADRUCYCLE		32 500
TOTAL		1	32 500
<u>TRAILERS / SLEEPWAENS</u>			
1986	TRAILER/SLEEPWA	CS 14325	8 000
2007	TRAILER/SLEEPWA	CS 2513	5 000
1972	WAGON/WATERKAR	CS 4662	5 000
2007	TAR TRAILER / TEERKAR - Trailer to spray hot tar)	CS 11513	20 000
1985	WAGON/WATERKAR	CS 13711	5 000
1990	BOMAG TRAILER/SLEEPWA	CS 3347	7 000
1984	COMPRESSOR/KOMPRESSOR	CS 12136	30 000
1988	TRAILER/SLEEPWA (RODS)	CS 16927	3 500
1989	TRAILER/SLEEPWA (JET CLEANER)	CS 3877	30 000
2002	WATER TANK TRAILER / WATERTENK SLEEPWA	CS 18521	18 000
2002	TRAILER/SLEEPWA - CABLE/KABEL	CS 3736	10 000
2004	TRAILER/SLEEPWA	CS 11283	30 000
2005	TRAILER/SLEEPWA	CS 11281	40 000
2006	LS120D CHIPPER OP SLEEPWA	CS 8690	190 000
	BALE PRESS / BAALMASJIEN		120 000
2007	BOMAG TRAILER/SLEEPWA	CS 13164	15 000
2019	CHIPPER 12 XP	CS 17948	600 000
2009	FLEXIAN JET CLEANER (TRAILER/SLEEPWA)	CS 11975	165 000
2012	GENERATOR ON TRAILER/GENARATOR OP SLEEPWA	CS 10487	169 000
2012	GENERATOR ON TRAILER / GENERATOR OP SLEEPWA	CS 10479	138 000

CAPE AGULHAS MUNICIPALITY

MUNICIPAL FLEET / MUNISIPALE VLOOT - 2018/2019

MODEL	DETAILS / BESONDERHEDE	REG NR	VALUE /WAARDE
2012	GENERATOR ON TRAILER/GENARATOR OP SLEEPWA	CS 10495	160 000
2012	FBE FLATDECK TRAILER (WATERKAR)	CS 10119	14 400
2012	PRICLO FLATDECK TRAILER (WATERKAR)	CS 11369	35 000
2014	MBC ENKEL AS SLEEPWA	CS 1721/ CS	17 000
2014	MBC ENKEL AS SLEEPWA (LISTER ENGINE)	CS 7900	20 000
2015	KOKERBAK TRAILER/SLEEPWA	CS 16962	53 500
2015	KOKERBAK TRAILER/SLEEPWA	CS 13615	53 500
2015	TURNER MORRIS TRAILER/SLEEPWA	CS 14765	52 000
2015	VENTER TRAILER/SLEEPWA	CS 2308	13 000
2015	FLEXIAN JET CLEANER (TRAILER/SLEEPWA)	CS 13554	209 000
2016	SAFETY KIOSK TRAILER/SLEEPWA (TRAFFIC/VERKEER) BOX BODY	CS 8160	52 000
2017	SAFETY KIOSK TRAILER/SLEEPWA (TRAFFIC/VERKEER) BOX BODY	CS 5469	60 000
TOTAL		32	2 347 900

MODEL	DETAILS / BESONDERHEDE	REG NR	VALUE /WAARDE
<u>SPECIAL VEHICLES/SPESIALE Tipes</u>			
1998	BOMAG ROLLER	CS 3522	80 000
1996	ISUZU SEWERAGE TRUCK / RIOOLTROK	CS 1442	180 000
1998	CASE LAAIGRAAF/DIGGER	CS 4302	140 000
2000	CAT 924F	CS 6105	250 000
2009	CASE SUPER R DIGGER LOADER	CS 10716	500 000
2009	CASE SUPER R DIGGER LOADER	CS 10778	450 000
2015	BOMAG ROLLER		200 000
2016	HYDROLIC TOW BEHIND ROAD SWEEPER		250 000
TOTAL		8	2 050 000

CAPE AGULHAS MUNICIPALITY

MUNICIPAL FLEET / MUNISIPALE VLOOT - 2018/2019

MODEL	DETAILS / BESONDERHEDE	REG NR	VALUE /WAARDE
	<u>COMMERCIAL VEHICLES /KOMMERSIËLE VOERTUIG</u>		
	MERCEDES BENZ TRUCK/TROKKIE	CS 9538	40 000
1988	ISUZU TRUCK/VRAGMOTOR	CS 16702	80 000
1993	TOYOTA DYNA & HYSPLATFORM	CS 10797	300 000
1997	NISSAN UD 55 SEWERAGE TRUCK/RIOOLTROK	CS 3180	120 000
1998	NISSAN UD 80 TIPPER	CS 19281	130 000
2000	NISSAN UD70 WATER TRUCK/WATERTROK	CS 2623	100 000
2000	NISSAN CABSTAR 35	CS 6134	80 000
2001	NISSAN UD90 & CRANE/HYSKRAAN	CS 6959	400 000
2001	NISSAN CABSTAR UD40 TIPPER	CS 6957	90 000
2001	NISSAN UD80 & COMPACTOR/KOMPAKTEERDER	CS 7008	150 000
2002	NISSAN UD60 SEWERAGE TRUCK/RIOOLTROK	CS 2352	140 000
2004	TOYOTA DYNA 3.5T TIPPER	CS 9018	100 000
2004	NISSAN UD40 TIPPER	CS 2336	100 000
2004	NISSAN UD40 CHERRY PICKER	CS 10808	430 000
2004	ISUZU NPR 400 FREIGIATER	CS 4267	50 000
2009	NISSAN UD40 CHERRY PICKER	CS 15050	300 000
2009	NISSAN UD85A VACUUM TANKER	CS 1577	450 000
2010	NISSAN UD85B TIPPER	CS 4687	350 000
2011	NISSAN UD40 TIPPER	CS 5705	280 000
2011	NISSAN UD40 TIPPER	CS 5811	280 000
2012	NISSAN UD40 TIPPER	CS 10206	300 000
2012	NISSAN UD40 TIPPER	CS 10208	200 000
2012	NISSAN UD40L	CS 10671	360 000
2012	NISSAN UD40L	CS 10674	360 000
2013	NISSAN UD40A TIPPER chassis/cab	CS 14483	402 000
2013	NISSAN UD40A TIPPER	CS 14815	438 000
2015	NISSAN UD SEWERAGE TRUCK	CS 17182	832 000
2017	TATA REFUSE COMPACTOR	CS 18639	2 000 000
2013	NISSAN UD40 WITH REFUSE CAGE	CS 14438	350 000
	TOTAL 37	29	9 212 000

CAPE AGULHAS MUNICIPALITY

MUNICIPAL FLEET / MUNISIPALE VLOOT - 2018/2019

MODEL	DETAILS / BESONDERHEDE	REG NR	VALUE /WAARDE
<u>TRACTORS / TREKKERS</u>			
2003	MASSEY FURGUSON MF290	CS 8583	115 000
TOTAL		1	115 000
<u>CONCRETE MIXERS / BETONMENGERS</u>			
1987	CONCRETE MIXER / BETONMENGER		15 000
1996	CONCRETE MIXER / BETONMENGER		15 000
2005	CONCRETE MIXER / BETONMENGER		35 000
TOTAL		3	65 000
<u>NAPIER</u>			
<u>TRAILERS/SLEEPWAENS</u>			
1978	TRAILER/SLEEPWA	CS 1790	10 000
<u>TRACTORS/TREKKERS</u>			
1998	FIAT 70/56	CS 17548	85 000
1997	MASSEY FERGUSON 375 Diesel	CS 2455	95 000
TOTAL		3	190 000

CAPE AGULHAS MUNICIPALITY

MUNICIPAL FLEET / MUNISIPALE VLOOT - 2018/2019

MODEL	DETAILS / BESONDERHEDE	REG NR	VALUE /WAARDE
<u>STRUISBAAI</u>			
<u>LIGHT DELIVERY VEHICLES (LDV) / LIGTE AFLEWERINGSVOERTUIG</u>			
2009	FORD RANGER 2.2 Petrol	CS 15641	100 000
<u>TRAILERS/SLEEPWAENS</u>			
2003	TRAILER/SLEEPWA	CS 5434	29 000
2002	TRAILER / SLEEPWA <i>HONDEDIP</i>	CS 5438	15 000
2002	CABLE CAR / KABELKAR	CS 5415	10 000
	GENERATOR	CS 15876	30 000
	GENERATOR V6 DEUTZ (SUIDERSTRAND)		50 000
<u>SPECIAL TYPES / SPESIALE Tipes</u>			
2003	HITACHI DIGGER LOADER	CS 4524	140 000
<u>TRACTORS/TREKKERS</u>			
1995	JOHN DEERE 2400	CS 1296	80 000
TOTAL		8	454 000
GRAND TOTAL			120 18 470 900

CAPE AGULHAS MUNICIPALITY
COMPUTER RELATED ITEMS - 2018/2019

ASSET	R / UNIT	QTY	COST
PC`S	9 000	128	1 152 000
SCREENS	2 000	135	270 000
SWITCH 48 PORT FIBRE 10/100/1000	42 000	12	504 000
SWITCH 24 PORT FIBRE 10/100/1000	30 000	15	450 000
SWITCH 8PORT FIBRE 10/100/1000	11 000	8	88 000
SERVER VM MAIN R730	160 000	4	640 000
SERVER VM DR R410	60 000	1	60 000
SERVER VM DR R720	160 000	2	320 000
SERVER PHYSICAL	45 000	3	135 000
NAS Devices	60 000	4	240 000
FIREWALL	50 000	1	50 000
UPS 850 VA	750	80	60 000
UPS 2 KVA	3 000	10	30 000
UPS 3 KVA (Rack mount)	15 000	3	45 000
UPS 6 KVA	15 000	1	15 000
T/A replacement clocks / devices	1 675 000	1	1 675 000
NETWORK REPLACEMENT COST LABOUR INCLUDED	800 000	3	2 400 000
LINE PRINTERS BIG	100 000	2	200 000
THERMAL PRINTERS RECEIPT	3 000	14	42 000
PRINTERS (PC`S)	3 400	10	34 000
VOIP CORE ROUTERS (leased)	45 000	2	90 000
VOIP PHONES (LEASED)	1 600	280	448 000
NETWORK PRINTERS BIG PRINTERS (LEASED)		37	1 025 000
WIRELESS DEVICES	5 500	13	71 500
PROJECTORS	7 000	7	49 000
IP CAMs	6 000	14	84 000
SERVER ROOM	450 000	1	450 000
DR SITE	450 000	1	450 000
Total			11 077 500
LAPTOPS / TABLETS	15 000	60	900 000
CELLPHONE	5 000	4	20 000
			920 000
Total			11 997 500

MACHINERY BREAKDOWN 2018/2019

ITEM	DETAILS	AMOUNT
	<u>BREDASDORP</u>	
	<u>UITVALWERKE</u>	
1	2 X FLOATING AERATORS	355 000
2	2 X ORBAL AERATORS	451 000
3	4 X SETTLING TANK / BESINKTENKS	570 000
4	2 X SUMERSIBLE PUMP / DOMPELPOMPE - NEW SYSTEM / NUWE SISTEEM	64 000
5	2 X SUBMERSIBLE PUMP - INLET / DOMPELPOMPE - INLAAT	64 000
6	CHLORINATOR / CHLORINEERDER	31 000
7	ELECTRICAL SWITCHGEAR / ELEKTRIESE SKAKELTUIG	216 000
	(Combined / Saamgevatte Bredasdorp - Part of / Deel van 10 000 000 of/van No.5)	
	<u>BOREHOLES</u>	
8	BREDASDORP - 9 X BOREHOLE PUMPS / BOORGATPOMPE	300 000
9	WAENHUISKRANS - 1 X BOREHOLE PUMP / BOORGATPOMP	48 000
10	L'AGULHAS - 2 X BOREHOLE PUMPS / BOORGATPOMPE	100 000
11	W/KRANS - 1 X CHLORINATOR / CHLORINEERDER	15 000
12	SUIDERSTRAND - 2 X BOREHOLE PUMPS / BOORGATPOMPE	100 000
	<u>WATER PURIFICATION WORKS / WATERSUIWERINGSWERKE</u>	
13	3 X LOW PRESSURE PUMPS / LAE DRUKPOMPE	150 000
14	2 X HIGH PRESSURE PUMPS / HOËDRUKPOMPE	146 000
15	LOW PRESSURE PUMPSTATION ELECTRICAL SWITCHGEAR / LAEDRUKPOMPSTASIE ELEK SKAKELTUIG	25 000
16	HIGH PRESSURE PUMPSTATION ELECTRICAL SWITCHGEAR / HOËDRUKPOMPSTASIE ELEK SKAKELTUIG	34 000
17	PARASTALTIC PUMP / PARASTALTIESE POMP	72 000
18	1 X AIR COMPRESSOR / LUGKOMPRESSOR	95 000
19	2 X "FERRY" POMP	9 000
20	2 X DOSING PUMP / DOSERINGSPOMPE	16 000
21	ELECTRICAL SWITCHGEAR / ELEKTRISITEITS SKAKELTUIG	41 000
22	1 X CHLORINATOR / CHLORINEERDER	37 000
23	CHLORINE SAFETY DEVICE / CHLOOR VELIGHEIDS APPARAAT - BREDASDORP	60 000
	(Combined / Saamgevatte Bredasdorp - Part of / Deel van 10 000 000 of/van No.3)	
	<u>NAPIER</u>	
24	BOREHOLE PUMPS / BOORGATPOMPE 6,8,9,10,15	200 000
25	WATER PURIFICATION PUMPS / WATERSUIWERINGSPOMPE	96 000
26	CHLORINATOR / CHLORINEERDER	160 000
27	CHLORINE SAFETY DEVICE / CHLOOR VELIGHEIDS APPARAAT - NAPIER	60 000
	<u>S/BAAL, L'AGUL, SUIDERSTR, ELIM</u>	
28	BOREHOLE PUMPS / BOORGATPOMPE (6X STRUISBAAL)	360 000
	(Combined / Saamgevatte L'Agulhas - Contents/Inhoud of/van No.5)	
29	BOREHOLE PUMP / BOORGATPOMP - ELIM	36 000
30	2 X SUBMERSIBLE PUMPS / DOMPELPOMPE - ELIM	64 000
	(Combined/Saamgevatte Spanjaardskloof - Part/Deel of/van 800 000 of/van No.1)	
	TOTAAL	3 975 000

OFFICE CONTENTS SECTION		
Details	Sum Insured/Limit of Indemnity (R's)	Annual Premium (R's)
Risk Inception date: 01 July 2019 Details of Premises: 1 Dirkie Uys Street, Bredasdorp, Bredasdorp Property Insured Contents not otherwise insured 1. Theft or any attempt thereat 2. All other perils Loss of Rent - 0 % Loss of Documents 400 000 Legal Liability 400 000 Documents Increase in Cost of Working Extensions Included Subsidence and Landslip No Leakage of Oils, Chemicals or other fluids Yes 7 500 Riot and strike (other than RSA and Namibia) No Locks and keys Yes Reasonable Precautions No		
Claims preparation costs Yes	100 000	
Total Premium		

THEFT SECTION		
Details	Sum Insured/Limit of Indemnity (R's)	Annual Premium (R's)
Risk Inception date: 01 July 2019 Details of Premises: 1 Dirkie Uys Street, Bredasdorp, Bredasdorp Contents of the property of the property of the Insured or for which they are responsible, whilst contained in any building used by the Insured. First Loss Limit Goods in the Open No 150 000 Extensions Property in the open Yes Full Theft Cover No Malicious Damage Yes Reasonable Precautions Yes 50 000 Locks and keys Yes 7 500 Personal All Risks No 7 500		
Claims preparation costs Yes	100 000	
Total Premium		

GLASS SECTION		
Details	Sum Insured/Limit of Indemnity (R's)	Annual Premium (R's)
<p>Risk Inception date: 01 July 2019</p> <p>Details of Premises: 1 Dirkie Uys Street, Bredasdorp, Bredasdorp</p> <p>Internal and external glass including mirrors, sign writing and treatment thereon, being the property of the Insured or for which they are responsible</p> <p>Extensions</p> <p>Riot and strike (other than RSA and Namibia) No</p> <p>External advertising signs, blinds, canopies and any treatment thereon or thereof, being the property of the Insured or for which they are responsible No</p>	250 000	
Claims preparation costs	Yes	100 000
Total Premium		

MONEY SECTION		
Details	Sum Insured/Limit of Indemnity (R's)	Annual Premium (R's)
Risk Inception date: 01 July 2019		
Details of Premises:		
1 Dirkie Uys Street, Bredasdorp, Bredasdorp		
Specific Limitations		
1. Money not contained in a locked safe or strongroom:		
(i) In the custody of an authorised employee, Council Member or Principal of the Insured while away from the insured premises on a business trip anywhere in the world	5 000	
(ii) While on the insured premises outside the hours during which the commercial operations of the insured are conducted	5 000	
2. In respect of loss of crossed cheques or crossed money orders or crossed postal orders	150 000	
3. In respect of any other loss of or damage to money:		
3.1 Specific periods as follows:		
3.2 At any other time		
4. Major Limit	120 000	
5. In respect of any loss of or damage to receptacles and clothing (as defined) including firearms as a result of theft of money or any attempt thereat.	10 000	
Extensions	Included	
Locks and keys	Yes	7 500
Credit Cards	No	
Vending machines	No	
Personal Accident (assault)		
Capital sum	Yes	25 000
Weekly sum	Yes	500
Medical expenses	Yes	5 000
Riot and strike (other than RSA and Namibia)	No	
Reasonable precautions	No	
Claims preparation costs	Yes	100 000
Total Premium		

FIDELITY SECTION		
Details	Sum Insured/Limit of Indemnity (R's)	Annual Premium (R's)
<p>Risk Inception date: 01 July 2019</p> <p>Details of Premises: 1 Dirkie Uys Street, Bredasdorp, Bredasdorp</p> <p>Limit any one Loss Insured Persons: All Councillors and employees of the Insured Number of councillors: Number of employees:</p> <p>Extensions Included</p> <p>Retroactive cover No</p> <p>Retroactive date: Superseded insurance Yes</p> <p>Insurer: Guardrisk Insurance Company Policy Number: GR14/00110/690/01 Sum Insured:</p> <p>Reduction / Reinstatement of insured amount Yes</p> <p>Cost of recovery (where loss exceeds sum insured) Yes</p> <p>Reinstatement x 1</p>	250 000	
<p>Claims preparation costs Yes</p>	100 000	
Total Premium		

GROUP PERSONAL ACCIDENT SECTION		
Details	Sum Insured/Limit Indemnity (R's)	Annual Premium (R's)
Risk Inception date: 01 July 2019		
Details of Premises 1 Dirkie Uys Street, Bredasdorp, Bredasdorp		
Names / occupations of Persons Insured		
Description of category	Number of Persons	
1 Councilors	11	
Cover Type: 24 Hr Cover		
Circumstances		
Death benefit		150 000
Permanent disability – such percentage of the death benefit as is specified for the particular disability		150 000
Temporary total disability – R 500 per week for a period longer than 7 days but not longer than 104 Weeks		
Medical expenses		20 000
Maximum Limit and one event (accumulation limit)		10 000 000
Maximum Limit and one Insured Person		2 000 000
Extensions / Limitations	Included	
Additional Death Benefit	Yes	10 000
Repatriation Costs	Yes	10 000
Mobility	Yes	10 000
Relocation	Yes	10 000
War Risks	Yes	
24 Hours	Yes	
Business Hours Limitation	No	
Business Hours plus Commuting Limitation	No	
Risk Inception date: 01 July 2019		
Details of Premises 1 Dirkie Uys Street, Bredasdorp, Bredasdorp		
Names / occupations of Persons Insured		
Description of category	Number of Persons	
2 Councilors spouses	11	
Cover Type: Business hours and Commuting		

GROUP PERSONAL ACCIDENT SECTION		
Details	Sum Insured/Limit of	Annual Premium (R's)
Circumstances		
Death benefit	150 000	
Permanent disability – such percentage of the death benefit as is specified for the particular disability	150 000	
Temporary total disability – R 500 per week for a period longer than 7 days but not longer than 104 Weeks		
Medical expenses	20 000	
Maximum Limit and one event (accumulation limit)	10 000 000	
Maximum Limit and one Insured Person	2 000 000	
Extensions / Limitations	Included	
Additional Death Benefit	Yes	10 000
Repatriation Costs	Yes	10 000
Mobility	Yes	10 000
Relocation	Yes	10 000
War Risks	Yes	
24 Hours	No	
Business Hours Limitation	No	
Business Hours plus Commuting Limitation	Yes	
Claims preparation costs	Yes	100 000
Total Premium		

STATED BENEFITS SECTION		
Details	Salary / Wage Roll (R's)	Annual Premium (R's)
Details of Premises		
1 Dirkie Uys Street, Bredasdorp, Bredasdorp		
Persons Insured		
Description of Persons Insured	Number Of Persons:	
	370	
Basis of Cover: Blanket		
Cover Type: 24 Hr Cover		
Total Annual Earnings	125 000 000	
Circumstances		
Death – 3 times annual earnings		
Permanent disability – such percentage of 3 times annual earnings as is specified for the particular disability		
Temporary total disability – 100 % of average weekly earnings for a period longer than 1 weeks but not longer than 52 Weeks		
Medical expenses	20 000	
Maximum Limit and one event (accumulation limit)	10 000 000	
Maximum Limit and one Insured Person	2 000 000	
Extensions / Limitations	Included	
Additional Death Benefit	Yes	10 000
Repatriation Costs	Yes	10 000
Mobility	Yes	10 000
Relocation	Yes	10 000
War Risks	Yes	
24 Hours	Yes	
Business Hours Limitation	No	
Business Hours plus Commuting Limitation	No	
Claims preparation costs	Yes	100 000
Total Premium		

PUBLIC LIABILITY SECTION			
Details	Limit of Indemnity (R's)		Annual Prem
	Any one event or series of events with one original cause or source	Any one period of insurance	
Risk Inception date: 01 July 2019 Details of Premises 1 Dirkie Uys Street, Bredasdorp, Bredasdorp 1. General and Tenants 2. Spread of Fire Basis of cover: Claims Made Retroactive date: 01 July 2009 Previous Insurer : Previous Policy number:	2 000 000	Unlimited	
Additional Contingencies and Extensions	Included		
Wrongful arrest and defamation	Yes	250 000	250 000
Errors and Omissions	Yes	250 000	250 000
Products Liability and Defective Workmanship	Yes	250 000	250 000
Comprehensive insurance on pedal cycles	No	250 000	250 000
Vibration, removal and weakening of support	No	Market value	Market value
Legal Defence Costs	Yes	NIL	NIL
Professional Liability in respect of Medical Practitioners or other Medical Officers	Yes	250 000	250 000
Claims preparation costs	Yes	100 000	100 000
Total Premium			

EMPLOYERS LIABILITY SECTION			
Details	Limit of Indemnity (R's)		Annual Premium (R's)
	Any one event or series of events with one original cause or source	Any one period of insurance	
Risk Inception date: 01 July 2019 Limit of Indemnity Basis of cover: Claims Made Retroactive date: 01 July 2009	2 000 000	Unlimited	
Additional Contingencies and Extensions	Included		
Extended Reporting – months	No		
Claims preparation costs	Yes	100 000	
Total Premium			

MOTOR FLEET LIABILITIES		
Details		Sum Insured/Limit of Indemnity (R's)
Sub Section B: Liability to Third Parties		
(a) Passenger Liability: Fare Paying Passengers		2 000 000
(b) Passenger Liability - Other		2 000 000
Any other event and the aggregate of a and b		2 000 000
Extensions applicable	Included	
Contingent Liability	No	
Unauthorised Passenger Liability	No	
Conveyance of explosives	No	
Additional claims preparation costs	Yes	100 000

MUNICIPAL POLICE LIABILITY SECTION			
Details	Limit of Indemnity (R's)		Annual Premium (R's)
	Any one event or series of events with one original cause or source	Any one period of insurance	
Risk Inception date: 01 July 2019			
1. Limit of Indemnity	2 000 000	Unlimited	
Basis of cover: Claims Made			
Retroactive date: 01 July 2009			
Additional Contingencies and Extensions	Included		
Extended Reporting - months	No		
Wrongful arrest and defamation	Yes	250 000	250 000
Liability arising out of use of firearms	Yes	250 000	250 000
Claims preparation costs	Yes	100 000	100 000
Total Premium			

EXCESS LAYER LIABILITY SECTION			
Details	Limit of Indemnity (R's)		Annual Premium (R's)
	Any one event or series of events with one original cause or source	Any one period of insurance	
Risk Inception date: 01 July 2019 Property Damage and Personal Injury Retroactive date: 01 July 2009	98 000 000	Unlimited	
Additional Contingencies and Extensions	Included		
Advertising Liability	Yes	98 000 000	Unlimited
Use of firearms	No		
Municipal Police Liability	No		
Wrongful Arrest and Defamation	Yes	2 000 000	2 000 000
Errors and Omissions	Yes	2 000 000	2 000 000
Products Liability and Defective Workmanship	Yes	2 000 000	2 000 000
Medical Malpractice	Yes	2 000 000	2 000 000
Spread of Fire	Yes	99 000 000	99 000 000
Motor Liability	No		
Employers Liability	No		
Claims preparation costs	Yes	100 000	100 000
Total Premium			

SPECIAL PREMIUM – MUNICIPAL OFFICIALS

The **insurer** will provide the municipal officials with a **special tariff** on their personal vehicle used for personal and business use.

The **official** will engage with the insurer in his / her personal capacity to request quotations for insurance.

The insured will provide the official with vehicle insurance in line with the industry norms and standards.

The contract entered will be between the official and the insurer and this will contract will not be binding on the municipality.

The official and underwriter will not be entitled to hold the municipality accountable for any **losses** that may be incurred as a result of this contract.

RESPONSIBILITY OF MANAGEMENT / BESTUURSAANSPREEKLIKHEID

INSURER/VERSEKERAAR:

POLICY NUMBER/POLISNOMMER:

INSURED / VERSEKERDES:

Local government, Officials, Councilors and committee members, employees and voluntary employees / Plaaslike Owerheid, Verkose of Benoemde beamptes, Raads- en Komiteede, Werkenemers en Vrywillige werknemers

LIMIT OF INDEMNITY / SKADELOOSSTELLINGSPERK : R50 000 000

SPECIAL REMARKS / SPESIALE OPMERKINGS

1. Criminal fines, punishments and premeditated deeds excluded / Krimenele boetes, strawwe en opsetlike dade uitgesluit.
2. Pollution excluded / Besoedeling uitgesluit.
3. Health services excluded / Gesonheidsorg dienste uitgesluit.
4. Investments excluded / Wisseling van beleggings uitgesluit.
5. Historical claims before this policy become in existence excluded / Eise voor uitreiking van die polis uitgesluit.

INSURER'S AND POLICY WORDINGS		
CLASS	INSURERS	TYPE OF POLICY WORDING
1. BUILDING COMBINED		
2. HOUSEOWNERS		
3. BUSINESS ALL RISKS		
4. THEFT		
5. GLASS		
6. MONEY		
7. FIDELITY GUARANTEE		
8. GOODS IN TRANSIT		
9. STATED BENEFITS		
10. PERSONAL ACCIDENT		
11. ELECTRONIC EQUIPMENT		
12. HIV/AIDS		
13. MOTOR FLEET		
14. PUBLIC LIABILITY		
15. EMPLOYERS LIABILITY		
16. DIRECTORS AND OFFICERS		
17. SASRIA NON MOTOR		
18. SASRIA MOTOR		

PRICING SCHEDULE

PLEASE NOTE

- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- Documents MUST be completed in non-erasable black ink.

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

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

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

PRICING:

- 1.1. Tender prices must be in ZAR Currency (Rand);
- 1.2. Tender rates must be submitted exclusive of VAT, but the final bid price submitted must include VAT;
- 1.3. The tenderer must provide maximum amounts payable per line item, in respect of Excess Payments for each asset, as per applicable column in the detailed pricing schedules. In these instances where maximum amounts will not be tendered on any specific asset, this should be stated clearly as such next to the particular line item, and the applicable rate must then be stated for these exceptions;
- 1.4. All Brokers fees and any other administrative fees that will be payable, must be indicated as separate items in the Gross insurance premium tendered;
- 1.5. Where extensions are granted free of charge, please state "free" in the premium column;
- 1.6. Where a line of cover or an extension is not tendered for, please state "No Tender" in the premium column;
- 1.7. The liability for payment of Assessor Fees must be for the account of the tenderer in all instances, inclusive of alternative tenders.
- 1.8. The premium tendered must remain firm for the initial period of 12 months, thereafter the annual escalation in the Rand value of the premium for year 2 and 3 must not exceed the reasonably anticipated industry-related CPI as at 30 April of each year;
- 1.9. The annual renewal premium for the outer two years will be based on the escalated premiums quoted as per paragraph 1.8, subject to any additions and / or reductions required as per the updated information supplied by the Municipality.
- 1.10. The tenderer may submit tenders with Fixed Premiums for the full duration of approximately 3 (three) years of the tender as per detailed schedules that are provided as part of the tender documents.
- 1.11. The Broker Fee and Underwriting Premium as detailed in the Pricing Schedule are payable annually by the Municipality and will be paid by 1 July of each year in respect of the fee for each respective period being insured.
- 1.12. Following please find a summary schedule to be completed in respect of the quoted premium(s) as contained in the detailed schedules attached hereto, to be used as a basis for the duration of the proposed contract period up to 30 June 2022:

Signed Date

Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.

PRICING SCHEDULE (% Escalation)

	Class of Insurance	Cover Needed				01/07/2019 – 30/06/2020 (12 Months)		01/07/2019 – 30/06/2020 (12 Months)	01/07/2020 – 30/06/2021 (12 Months)
			PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM		MAXIMUM ACCESS AMOUNT		
	Comprehensive Insurance Premium							Escalation %	Escalation %
	COMBINES SECTION		R371 674 400						
	Buidlings	R312 126 400	R	R	R	R	R		
	Content	R45 839 200	R	R	R	R	R		
	Home owners / Residences	R13 708 800	R	R	R	R	R		
	VEHICLE FLEET		R18 470 900						
	Vehicles - LDV	R2 924 700	R	R	R	R	R		
	Motor vehicles	R1 179 800	R	R	R	R	R		
	Motor bikes	R32 500	R	R	R	R	R		
	Trailers	R2 491 900	R	R	R	R	R		
	Special vehicles	R2 190 000	R	R	R	R	R		
	Commercial vehicles	R9 212 000	R	R	R	R	R		
	Tractors	R375 000	R	R	R	R	R		
	Concrete Mixers	R65 000	R	R	R	R	R		
	COMPUTER RELATED EQUIPMENT (Business All risk included)								
	Computer related equipment	R11 997 500	R	R	R	R	R		
	MACHINERY BREAKDOWN								
	Boreholes & Related equipment	R1 751 000	R	R	R	R	R		
	Machinery and Equipment	R2 656 000	R	R	R	R	R		

	Class of Insurance	Cover Needed	PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM	01/07/2019 – 30/06/2020	MAXIMUM ACCESS AMOUNT	01/07/2020 –	01/07/2021 –
						(12 Months)		30/06/2021 (12 Months)	30/06/2022 (12 Months)
	Comprehensive Insurance Premium							Escalation %	Escalation %
	OTHER CATEGORIES								
	Office Content	R907 500	R	R	R	R	R		
	Theft	R315 000	R	R	R	R	R		
	Glass	R350 000	R	R	R	R	R		
	Money	R428 000	R	R	R	R	R		
	Fidelity Guarantee	R355 000	R	R	R	R	R		
	Goods in Transit	R210 000	R	R	R	R	R		
	Group Personal Accident	see attached sheet	R	R	R	R	R		
	Stated Benefits	see attached sheet	R	R	R	R	R		
	Public Liability	see attached sheet	R	R	R	R	R		
	Employer's Liability	R2 100 000	R	R	R	R	R		
	Motor fleet liability	see attached sheet	R	R	R	R	R		
	Municipal Police liability	see attached sheet	R	R	R	R	R		
	Excess layer liability	see attached sheet	R	R	R	R	R		
	Municipal official special rates	Not required	R	R	R	R	R		
	Limit of indemnity	see attached sheet							
	Sub-Total – Comprehensive Insurance		R	R	R	R	R	%	%
1.12.21.	SASRIA		R	R	R	R	R	%	%
1.12.22.	Broker's Fee		R	R	R	R	R	%	%
	Sub-Total for Year 1 (Excluding VAT)		R	R	R	R	R		
1.12.23.	VAT		R	R	R	R	R		
	Total for Year 1 (Including VAT)		R	R	R	R	R		

E. FORM OF OFFER AND ACCEPTANCE

OFFER

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

SCM38/2018/19: SHORT-TERM INSURANCE BROKER FOR THE PERIOD 01 JULY 2019 TO 30 JUNE 2022

The tenderer, 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.

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 to be determined in accordance with the conditions of contract identified in the Conditions of Contract.

THE OFFERED RATE TO EXECUTE THIS WORK WILL BE IN ACCORDANCE WITH THE RATES APPLICABLE TO THIS TENDER.

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Conditions of Tender, whereupon the Tenderer 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:

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 Agulhas Municipality)

SCM38/2018/19: SHORT-TERM INSURANCE BROKER FOR THE PERIOD 01 JULY 2019 TO 30 JUNE 2022

Name and address: Cape Agulhas Municipality,
PO Box 51,
Bredasdorp,
7280

Name:

Executive Director for the Employer:

Signature:

Name of Witness:

Signature:

SCHEDULE 1 A: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
 . Chairman
 2.....
 Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole
owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **must** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	MAAA

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number:	
---	--

Section 3: SARS information:

Tax reference number:	
VAT registration number, if any:	

Section 4: CIDB registration number: N/A

Section 5: Particulars of principles

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

* Please complete and attach copies of Identity documents.

Section 6: Banking Details of companies and close corporations

Bank name and branch:

Bank account number:

Name of account holder:

Signed..... Date

Name Position

TENDERER

SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed.....

Date

Name

Position

Tenderer.....

SCHEDULE 1 D: IDENTITY DOCUMENTS

The Tenderer must attach to this page **certified** copy /copies of the identity document(s) of the owner(s), shareholder(s) with regard to propriety company, director(s) and / or Manager(s) of his / her company, close corporation, trust, partnership or, in the case of a joint venture between two or more firms, **certified** copies of the identity document(s) of the owner(s), shareholder(s) with regard to propriety company, director(s) and / or Manager(s) of each of the firms of the joint venture.

Signed..... Date

Name Position

Tenderer

SCHEDULE 1E: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed.....

Date

Name

Position

Tenderer

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

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

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

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

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

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

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

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

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
---	--

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20</p> <p>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.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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**SCHEDULE 1 F: BROAD-BASED BLACK ECONOMIC EMPOWERMENT
(B-BBEE) STATUS LEVEL CERTIFICATES**

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the 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 EME, QSE 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		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder to claim, fill in and/or to sign CAMBD 6.1 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed..... Date

Name Position

Tenderer

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

- 1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership
or
- 1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);
or
- 1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**
 - 1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

- 2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (**form available in the tender document**);
or
- 2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 2.2.1. A registered Auditor approved by IRBA; or
 - 2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:
 - 3.1.1. A Registered Auditor approved by IRBA; **or**
 - 3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

- 4.1. The Auditor's letterhead with FULL contact details;
- 4.2. The Auditor's practice number;
- 4.3. The name and physical location of the measured entity;
- 4.4. The registration number and, where applicable, the VAT number of the measured entity;
- 4.5. The date of issue and date of expiry;
- 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
- 4.7. The total black shareholding and total black female shareholding.

SCHEDULE 1G: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

CURRENT / PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature undertaken by the firm

<u>Description of Contract</u>	<u>Name of Employer</u>	<u>Contact person</u>	<u>Tel number:</u>	<u>Value of contract Inclusive of VAT (Rand)</u>	<u>Date started</u>	<u>Date completed</u>

**Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.*

The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

The Bidder hereby confirms that the information given above is true and correct:

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

SCHEDULE 1H – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)	
1.1.	Work(s) performed / goods delivered within timeframes specified
1.2.	Work(s) performed / goods delivered within financial framework specified
1.3.	Acceptable quality of work(s) performed / goods delivered
1.4.	OTHER:
(a)	
(b)	
(c)	
(d)	
(e)	
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and</p>	

Signed

Date

Name

Position

Tenderer

SCHEDULE 11: DECLARATION OF INDEMNITY

I,....., the undersigned, for and on behalf of
....., (hereinafter referred to as The Contractor”) hereby indemnify
and safeguard the Cape Agulhas Municipality and its employees against all action, suits, proceedings, claims,
demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred of be
payable by the council arising out of or in connection with any damage, death or injury caused or alleged to
have been caused by or as a result of any act, omission by the Contractor and/or the Contractor’s Employee or
Employees arising out of work done in connection with or arising out of the following contract:

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

Signed..... Date.....

Name..... Position.....

Tenderer.....

TO BE SIGNED BY A COMMISSIONER OF OATHS

I hereby declare that the above Declaration was made before me.

Name of Commissioner of Oaths

I.D. No. Signature

SCHEDULE 1 J:PROOF OF REGISTRATION WITH THE FINANCIAL SERVICES BOARD (FSB) AND FINANCIAL INTERMEDIARIES ASSOCIATION OF SOUTH AFRICA (FIA) OR ANY OTHER REPUTABLE ASSOCIATION RECOGNIZED BY THE FSB

The Tenderer must attached to this page a copy of their Certificate of Registration with the Financial Services Board (FSB) and Financial Intermediaries Association of South Africa (FIA) or any other reputable association recognized by the FSB.

FAILURE TO SUBMIT PROOF OF THE REGISTRATION WILL RESULT IN THE INVALIDATION OF THE TENDER.

Signed

Date

Name

Position

Tenderer

THE NATIONAL TREASURY: Republic of South Africa
GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation Orders

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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 judgement 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 If 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 favourable 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.

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars

Section 3.9.1: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

1

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

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 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 submit proof of B-BBEE Status level of contributor 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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = 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 Contribution as reflected on the B-BBEE Certificate	
6.2 Points claimed in respect of Level of Contribution (maximum 20 points)	

(Points claimed in respect of paragraph 6.1 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 in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **SCM38/2018/19** 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 fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **DEAN O'NEILL** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM38/2018/19** dated **10 May 2019** 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)
SHORT-TERM INSURANCE PORTFOLIO FOR THE PERIOD 2019 TILL 2022				N/A

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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 <i>audi alteram partem</i> 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

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Signature

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Date

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Position

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Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCM38/2018/19: SHORT-TERM INSURANCE BROKER FOR THE PERIOD 01 JULY 2019 TO JUNE 2022

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY
(Name of Municipality / Municipal Entity)

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

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

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

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

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

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

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Signature

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Date

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Position

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Name of Bidder