

TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

TENDER DOCUMENT

TENDER NO		E/48/18-19	
TENDER DESCRIPTION		PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.	
CLOSING DATE	21 MAY 2019	CLOSING TIME	11:00
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope</i> <i>Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Garden Route District Municipality 54 York Street George 6529	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT GARDEN ROUTE DISTRICT MUNICIPALITY GEORGE		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 12, George, 6530, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		R	
PREFERENCE CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES			
VALIDITY PERIOD: AVAILABLE FOR 90 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
SUPPLY CHAIN MANAGEMENT: Miss Bukelwa Ndzinde Tel: (044) 803 1338; Cell: 072 952 2906 E-mail: bukelwa@gardenroute.gov.za		FINANCIAL SERVICES Ms. Louise Hoek / or Mr. J Samery TEL: (044) 803 1341; 082 889 7439 (044) 803 1325, 0836293424 E-MAIL: louise@gardenroute.gov.za john@gardenroute.gov.za	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information		<input type="checkbox"/>	<input type="checkbox"/>
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	<input type="checkbox"/>	<input type="checkbox"/>
Terms of Reference		<input type="checkbox"/>	<input type="checkbox"/>
Current Municipal Certificate / Lease Agreement		<input type="checkbox"/>	<input type="checkbox"/>
Pricing schedule – firm prices (purchases)	MBD 3.1	<input type="checkbox"/>	<input type="checkbox"/>
Form of Offer & Acceptance		<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Interest	MBD 4	<input type="checkbox"/>	<input type="checkbox"/>
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	<input type="checkbox"/>	<input type="checkbox"/>
Formal contracts for services	MBD 7.1	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of bidder's past supply chain management practices	MBD 8	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of independent bid determination	MBD 9	<input type="checkbox"/>	<input type="checkbox"/>
Authority of Signatory		<input type="checkbox"/>	<input type="checkbox"/>
General Conditions of contract & Bid Requirements		<input type="checkbox"/>	<input type="checkbox"/>
Annexure A : Past Experience		<input type="checkbox"/>	<input type="checkbox"/>

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

- (a) **A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.**
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Garden Route District Municipality by not later than 11h00 on 21 May 2019.**
- (b) **Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.**

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such
- time as specified in the bid documents. If requested by any bidder present,
- names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

- a. **A valid original Tax Clearance Certificate must accompany the bid documents. The onus is on the bidder to ensure that the Eden District Municipality has an original Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Garden Route District Municipality.**
- b. **Bids not supported by a valid original Tax Clearance Certificate, as an attachment to the bid documents will be invalidated.**
- c. **In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid original Tax Clearance Certificate.**

8 Evaluation of Bids

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

9 Acceptance or Rejection of a Bids

The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

- 11 **Site / Information Meetings**
No site meeting held.
- 12 **Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 **Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 **Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 **Expenses Incurred in Preparation of Bid**
The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 **Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Garden Route District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 **Validity Period**
Bids shall remain valid for 90 days after the bid closure date.
- 18 **General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 **Municipal Rates, Taxes and Charges**
The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.
- 20 **Contact with Municipality after Bid Closure Date**
Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Garden District Municipality, it should do so in writing to the Garden Route District Municipality. Any effort by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 21 **BBBEE Supplier Bid Declaration**
Bidders should complete bid declaration point 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
BID NUMBER:	E/48/18-19	CLOSING DATE:	21 MAY 2019	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

GARDEN ROUTE DISTRICT MUNICIPALITY
SUPPLY CHAIN MANAGEMENT UNIT
54 YORK STREET
GEORGE
6530

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				

COMPULSORY TO BE COMPLETED BY THE BIDDER

TAX COMPLIANCE STATUS	TCS PIN:		AND	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]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCIAL SERVICES	FINANCIAL SERVICES	
CONTACT PERSON	BUKELWA NDZINDE	LOUISE HOEK	OR JOHN SAMERY
TELEPHONE NUMBER	(044) 803 1338	(044) 803 1341	(044) 803 1325
FACSIMILE NUMBER	086 21 555 04	N/A	
E-MAIL ADDRESS	bukelwa@gardenroute.gov.za	louise@gardenroute.gov.za	john@gardenroute.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)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

3.6.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

ADVERT

TENDER NUMBER		E/48/18-19	
TENDERS ARE HEREBY INVITED FOR:		PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.	
PERIOD	3 YEARS		
ADVERTISEMENTS:	NEWSPAPERS; MUNICIPAL NOTICE BOARDS; MUNICIPAL WEBSITE & E-PUBLICATION		
PUBLISHED DATE	03 MAY 2019	CLOSING DATE	21 MAY 2019
CLOSING TIME	No later than 11:00 am , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality Head Office, 54 York Street, George.		
AVAILABILITY OF TENDER DOCUMENTS:			
Tender documents are obtainable from Miss Bukelwa Ndzinde during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1338; E-mail: bukelwa@gardenroute.gov.za		Printed copies of the tender can be obtained at a non-refundable fee, payable to a cashier at Garden Route District Municipality's Supply Chain Management Unit, Ground Floor, 54 York Street, George or by downloading documents free-of-charge from the Garden Route District Municipality website at www.gardenroute.gov.za	
DATE AVAILABLE:	03 MAY 2019	NON - REFUNDABLE FEE:	R 200.00
TENDER SUBMISSION RULES:			
Important notes <ul style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document. Tender and supporting documents must be delivered in an envelope, clearly marked "E/48/18-19:PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.." at the Garden Route District Municipality's Head Office, 54 York Street, George Tenders may only be submitted on the tender document issued by the Municipality Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document. A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents your bid will be disqualified. VAT must be included in all prices (VAT vendor must be registered). Late tenders, tenders per fax or e-mail will not be accepted. Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time. Council reserves the right to accept any bid proposal in full or part thereof. Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD. Tenders will only be considered in accordance with the bid requirements. 			
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of BBBEE.			
BRIEFING SESSION:	NONE	PREFERENTIAL PROCUREMENT REGULATIONS, 2017 - LOCAL CONTENT REQUIREMENT	NONE
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:	MISS BUKELWA NDZINDE; TEL: (044) 803 1338 E-MAIL: BUKELWA@GARDENROUTE.GOV.ZA		
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:	MS LOUISE HOEK; TEL : (044) 803 1341; OR MR JOHN SAMERY ; (044) 803 1325 E-MAIL: LOUISE@GARDENROUTE.GOV.ZA JOHN@GARDENROUTE.GOV.ZA		
NOTICE NO.	67/2019		
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY		

**GARDEN ROUTE DISTRICT MUNICIPALITY
TERMS OF REFERENCE**

The following terms of reference are applicable and must be complied with:

Garden Route District Municipality hereby invites tenders from reputable short-term Insurance Intermediaries, who are members of the Financial Intermediaries Association (F.I.A.) and who comply with the Financial Advisory and Intermediary Services (F.A.I.S.) Act, for the Provision of Short Term Insurance Services to the Municipality for a contract period from 01 July 2019, and ending on 30 June 2022.

11.1.1 NAME OF THE TENDER CONTRACT

Provision of Short Term Insurance Services

11.1.2 INTRODUCTION

11.1.2.1 Section 63 and 78 of the Municipal Finance Management Act, No 56 of 2003 requires the Municipality to take all reasonable steps to ensure that the assets and liabilities of the municipality are managed effectively and that assets are safeguarded and maintained to the extent necessary.

11.1.2.2 In order to comply with the above Act and to ensure that the Municipality's assets and liabilities are adequately insured and any risk exposure is minimised, the Municipality needs to appoint a Service Provider to perform the following functions:

11.1.2.3 The current contract for a Short-Term Insurance Intermediary will expire on 30 June 2019. The insurance portfolio will then be placed with the successful Bidder as from 01 July 2019.

- Assess the Municipality's insurance requirements as reflected in the tender specifications and negotiate with insurance Underwriters, present the underwriting terms to the Municipality for acceptance, and place the Municipality's insurance portfolio with the Underwriters from 1 July 2019, 1 July 2020 and 1 July 2021.
- Administer the Municipality's short- term insurance portfolio; and
- Assess the Municipality's risk and insurance cover and provide advice on adequate cover to be taken out.

11.1.3 SCOPE OF WORK

- 11.1.3.1 The Bidder must provide insurance Underwriter premiums based on the schedule of Gardenroute District Municipality's insurance portfolio. The insurance needs to cover all the assets and liabilities listed. The Bidder must provide a copy of the Underwriter quotations as proof of the cost of the Underwriter premium.
- 11.1.3.2 DM's insurance renewal period falls in line with the Municipality's financial year-end of 30 June, and in order to insure Municipal assets and minimise liabilities, the Bidder will be required to review the insurance contract for risk and completeness, for renewal by 1 July. A detailed report must be submitted to DM's management after this assessment.
- 11.1.3.3 The various forms of insurance to be part of the contract are detailed in **Appendix A**.

11.1.4 SERVICES TO BE RENDERED

11.1.4.1 Assess the Municipality's insurance requirements as reflected in the tender specifications and negotiate with insurance underwriters, present the underwriting terms to the Municipality for acceptance, and place the Municipality's insurance portfolio with the Underwriters from 1 July 2019, 1 July 2020 and 1 July 2021

11.1.4.2

The services to be rendered as a Short-term insurance broker over the period of two (3) years should include general services related to the placement, maintenance and administration of the insurance portfolio. A service plan should be drawn up 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 Services and Maintenance Plan should reflect at least the following general insurance actions:

- Assessing the municipality's requirements as reflected in the Tender specifications;
 - Reviewing existing cover;
 - Providing quotations on any additional insurance cover required by the Municipality and place the insurance cover with the Insurance Underwriters on the Municipality's instruction, and provide the Municipality with written confirmation thereof together with details of the insurance cover placed.
 - Meeting with the Municipality's officials whenever required by either party to discuss or provide advice on insurance cover. The Service Provider's staff members required at these meetings will depend on the technicality of the issues to be discussed.
 - **Providing a fixed excess structure for the three (3) years tender period;**
-
- Reviewing cover, limits and sums insured;
 - Re-broking and market exercise to obtain renewal terms;
 - Providing two quotations for the renewal of the Insurance Tender from respective underwriters;
 - Renewal follow-up on alternative quotations;
 - Presenting renewal terms and recommended options;
 - Stating in writing all exclusions regarding the Insurance policy types and request the necessary disclosure required by the Insurer, from the Municipality for the insurance policy to be active;
 - **Confirming placement and 100% cover - the broker must provide the complete Insurance Tender terms of reference to the underwriter/s, where after the underwriter/s must provide confirmation (e.g. confirmation document or signature on terms of reference document) that the specified assets and other risks will be insured as stated in these specifications;**
 - Confirming credit rating of insurance and re-insurance markets;
 - Providing credit Rating of the Respective Underwriters;
 - Providing a detailed insurance (claims procedure) manual as well as full summary on cover, limits, conditions and exclusions;
 - Checking and providing issues on the policy as well as legal confirmation of statutory compliance;
 - Renewing the Municipality's insurance portfolio with the Insurance Underwriters by no later than 30 June 2020, providing written confirmation thereof to the municipality, together with details of the insurance cover placed.

11.1.4.3 Administer the Municipality's short-term insurance portfolio

The appointed Service Provider (Insurance Broker) will be responsible for handling all aspects of claims as the Municipality will not communicate directly with any legal representatives of the service provider, third parties, or the underwriter/s where the insurance is placed. The appointed Service Provider will be required to perform at least the following:

- Administering all 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 documents;
 - In cases where no Agreement of Loss is applicable, final invoice will be submitted by the Municipality within reasonable time.
- Providing a MONTHLY report to the Municipality of all claims concluded (paid or rejected) and outstanding;
- Assisting the Insurance Section with the administration of claims in order to finalise all outstanding claims i.e. obtaining of reports, invoices, quotation etc.;

- Providing statistics on all claims / declarations made per month not later than the 2nd working day of the following month to the Insurance Section;
- Informing management on progress of all claims;
- Administering all claims received by the Municipality from third parties claiming for personal injury or damage to their property. This includes liaising with the third parties on the Municipality's behalf;
- Ensuring that Insurer responds within the prescribed period as stated in the Combined Summons and confirming in writing who (legal counsel) will defend the combined summonses on behalf of the Municipality;
- Providing a motivation, based on substantive legal grounds, for all claims that are rejected by the Insurance Company. The Municipality reserves the right to reconsider any opinion received, to refer back to the Broker for another opinion or recommendation;
- Scheduling and coordinating 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 Garden Route District 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.
- Performing ad hoc adjustments and endorsements on sums insured and declarations to insure/re-insure;
- Conducting day-to-day correspondence and queries;
- Monitoring premium payment and refunds in accordance with account and statement; and
- Providing ad hoc training where required on insurance-related matters.

11.1.4.4 Assess the Municipality's risk and insurance cover and provide advice on adequate cover to be taken out

The Insurance Broker must ensure that the insurable interests of the Municipality, its community and service providers are conveyed to Underwriters and are protected at all times, including:

- Ensuring that the Municipality has insurance cover as instructed by the Municipality;
- Advising the municipality on any potential risk not covered by the insurance cover, providing technical advice with regards to claims lodged against the Municipality, acting as representative for the Municipality with the Underwriter;
- Advising the Municipality of potential under insurance;
- Establishing uninsured risks and exposure on an annual basis to strengthen the internal self-insurance capacity.

11.1.5 SPECIFIC CONDITIONS

11.1.5.1 Bidders are required to include a written letter of intent (by both the Broker and the Underwriter/s) to abide by prescribed requirements to ensure DM's compliance with the Municipal Supply Chain (SCM) Regulations, in terms of section 168 of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), and more specifically DM's SCM Policy and procedures regarding the obtaining of quotations on a rotation basis from accredited prospective providers of goods/services (*this will also be included in the SLA with the appointed bidder*).

Bidders that do not include the above letter will be deemed non-responsive.

11.1.5.2 The contract awarded to the successful bidder will be valid from **01 July 2019 to 30 June 2022**, during which insurers will undertake not to amend their terms.

11.1.5.3 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.

11.1.5.4 The annual premium payment for the period from **01 July 2019** will be made on or before inception of cover upon receipt of the premium notification by Council. In the event of an increase or decrease in assets and insurable interests, the premium will be adjusted accordingly.

11.1.5.5 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.

11.1.5.6 The successful bidding Broker is required to register as a service provider on the SCM Database of Gardenroute District Municipality as well as the Central Supplier Database under the custody of National Treasury.

11.1.5.7 All bids received will be pre-evaluated in terms of the functionality evaluation criteria. The main functionality areas, on which the tender will be evaluated, are:

- a) Broker Profile and Broker Service Programme
- b) Ability to handle and settle claims.
- c) Legal Support.
- d) Financial performance/position of Broker and of Insurer
- e) Broker's mandate
- f) Pricing by more than one underwriter
- g) Excess structure

Bidders that do not score the minimum qualifying score of 70 out of 100 points (at least 70%) or more for the functionality as indicated in the tender documents will be deemed non-responsive and only those bidders who score more than 70 out of 100 points will be evaluated further on the 80/20 preference point system.

Functionality criteria:

	CRITERIA	Maximum possible score	Total score of proposal
	Profile must at least include:		
	a) A detailed exposition of relevant experience.		
	b) Full information on the services that will be provided.		
	c) Names of references at local authorities which are clients of the bidder.		
1	d) Proof of registration as an authorised financial service provider.	15	
	e) SASFIA number.		
	Ability of the bidder's infrastructure to handle and settle claims e.g. computer systems, personnel, network offices etc.		
2	<i>Resources – details of full time employees being account directors, technicians, broking and other staff based in South Africa, who may be utilized on this account, including a list of their qualifications.</i>	15	
	Legal Support		
3	<i>Details of support that will be given by the Insurance broker to the Municipality in respect of claims rejected by the Insurer.</i>	15	
4	Financial performance and position of the insurance broker and of the insurer.	10	
5	Written proof of the Insurer's mandate to settle claims (broker's mandate).	10	
6	Submission of pricing by more than one Underwriter (excluding SASRIA and Directors' liability).	15	
	Excess structure		
7	<i>Points will be allocated based on the various types of categories, e.g. Motor accidents claims, Crime and accident claims, House Owner claims e.g. fire damages to structure, Public Liability claims.</i>	20	
	TOTAL	100	

11.1.5.8 The bidder must supply full details on the functionality criteria as stated in 11.1.5.7. Applications will only be accepted from companies who can attend to the following:

- a) South African based Insurance Broking organization
- b) Organisations must be registered with the Financial Services Board (FSB), Financial Intermediaries Associations (FIA) and the Institute of Risk Management South Africa (IRMSA). (Proof of registration must be attached).

11.1.5.9 For functionality criteria 1a, 1b, 2, 3 and 4 above, submissions shall be evaluated on services as indicated under the scope of works. The scoring for each of these criteria, will be as follows:

Poor (Score = 40%)	Poor and unlikely to satisfy the required objectives or requirements.
Average (Score = 70%)	The approach/methodology/ability is not tailored/sufficient to address specific objectives and requirements. It does not adequately deal with critical characteristics of the insurance portfolio.
Good (Score = 90%)	Criteria are met in such a way that all specific objectives and requirements are addressed.
Excellent (Score = 100%)	Besides meeting the "Good" rating, the criteria are met in such a way that it indicates the bidder's experience, exceptional knowledge of the industry and ability to handle Gardenroute District Municipality's portfolio.

11.1.5.10 The bid must be according to the attached schedules and completed in the format provided under **Section 12** (Pricing

Schedule). In order to assess the liquidity of the insurance broker the bidder must provide the Municipality with its latest set of audited financial statements, which include the *Statement of Financial Performance (Income Statement)* and *Statement of Financial Position (Balance Sheet)*.

11.1.5.11 The pricing schedule and conditions form the basis of insurance cover to be provided to this municipality and must clearly state the exact premiums and/or other payments applicable to DM. It may not be quoted in any other way than on the enclosed schedules. Any deviations from these schedules must be specified clearly in a separate schedule which only shows the deviations. **Bids not meeting the aforementioned requirements will be considered non-responsive and disqualified.**

- If the premiums and excess structure are not shown separately as specified in the Pricing Schedule, the tender will be deemed non-responsive and will not be considered;
- All premiums must be VAT inclusive;
- Brokers' fees and other administrative fees payable must be shown separately from the insurance premiums.
- The premium tendered must remain firm for the initial period of 12 months.
- The excess structure must remain fixed for the three (3) years tender period.

11.1.5.12 Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.

11.1.5.13 It must be highlighted that the Municipality can, after awarding the tender to the successful bidder, amend the insured amounts with any further information obtained before the start of the 2019/2020 financial year (01 July 2019).

I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

.....
Name (print)

.....
Signature

.....
Capacity

.....
Date

SECTION 12.2: PRICING SCHEDULE

Name of bidder.....	Tender number:
Closing Time: 11.00am	Closing Date: 21 May 2019

12.2.1 The premium stated must be the inclusive of VAT premium for a period of twelve (12) months as from **01 July 2019**.

12.2.2 The amount to be paid to the successful bidder in year 2 of the contract must be negotiated and agreed to between the parties, based, inter alia, on CPIX increases, changes in the portfolio insured, as well as changes to the risk profile of the Municipality (if any), using the year 1 rates as a base rate.

A: TOTAL BID PRICE (INCL VAT) – premium and excesses applicable should be detailed in the table on the following page.

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

VALUE ADDED TAX

Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.

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

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Garden Route District Municipality is **40084628**.

POLICY TYPE	TOTAL PREMIUM	EXCESS PAYMENTS / STRUCTURE
Combined		
Combined : Non-standard		
House owners		
Business interruption		
Theft/ Burglary		
Money		
Fidelity Guarantee		
Glass		
Goods in Transit		
Public Liability Option A		
Public Liability Option B		
Employers Liability		
Personal Accident : Councillors		
Personal Accident : Councillors Spouses		

Personal Accident : Civil Defence Volunteers		
Machinery		
Business Interruption		
Hired Equipment		
Electronic Equipment		
Motor : Non-Sasria		
Motor : Sasria		
Combined : Sasria		
House Owners : Sasria		
All Risk : Specified Items Sasria		
Sasria for Councillors		
Stated Benefits		
Broker Fee (If Any)		
Finance Charges (If Any)		
Total Annual Premium		

12.2.3 POLICY TYPES

Combined Standard	R	297 266 586
Combined Non-Standard	R	150 482 903
House owners	R	4 306 452
Business Interruption	R	8 600 000
Theft / Burglary	R	520 000
Money	R	210 500
Fidelity Guarantee	R	1 740 500
Glass	R	
Goods in Transit	R	140 000
Public Liability Option A	R	381 350 000
Public Liability Option B	R	290 350 000
Employer's Liability	R	2 760 000
Stated Benefits		
3x Annual Salary & Wages		
Option A	R	245 000 000
Option B	R	154 000 000
Personal Accident Councillors: Spouses (Death) And Volunteers	R	660 000
Electronic Equipment	R	7 692 600
Motor Fleet	R	3 452 940
Motor Fleet High Value	R	1 572 735
Extentions	R	12 740 000
Contractors All Risk	R	140 449 600
Business All Risks	R	4 118 412

Appendix A

GARDENROUTE DISTRICT MUNICIPALITY

01 JULY 2019 - 30 JUNE 2022

POLICY SECTION		SUM INSURED
	COMBINED	
	All ASSETS OF THE INSURED (STANDARD CONSTRUCTION)	R 297 266 586
	BUILDINGS / STRUCTURES / FIXTURES & FITTINGS	R 245 678 904
	SUBSTATIONS / TRANSFORMERS / ELECTRICAL SWITCHGEAR	
	WATER PURIFICATION WORKS & PUMP STATION & PROPERTY RELATED THERETO	R 33 347 166
	SEWERAGE WORKS / PUMP STATIONS & PROPERTY RELATED THERETO	
	CONTENTS	R 18 240 516
	All ASSETS OF THE INSURED (NON STANDARD CONSTRUCTION)	R 51 545 115
	NON STANDARD BUILDINGS / FIXTURES / FITTINGS	R 46 067 845
	CONTENTS	R 5 477 270
	SUNCOVERS	R 161 492
	ANY OTHER PROPERTY	R -
	PROPERTY IN THE OPEN	R -
	VEHICLES WHILST PARKED	R -
	CLAIMS PREPARATION COST	R 100 000
	DEBRIS REMOVAL/DISPOSAL/DEMOLITION	Included
18%	ESCALATION	R 68 136 905
0%	ESCALATION CONTINGENCY (DURING THE RE-INSTATEMENT PERIOD)	R -
9%	PROFESSIONAL FEES	R 29 429 392
	CLEARANCE COSTS/PROFESSIONAL FEES	R 1 000 000
	SPRINKLER LEAKAGE	R 100 000
	DAY ONE AVERAGE	Excluded
	REASONABLE PRECAUTION	R 10 000
	SUBSIDENCE & LANDSLIP	Excluded

			R	447 749 489
	SASRIA		to be determined by service provider	
	BUSINESS INTERRUPTION			
	LOSS OF REVENUE (indemnity period: 12 months)		R	8 400 000
	RENT RECEIVABLE		R	-
	CLAIMS PREPARATION COST		R	100 000
	FINES & PENALTIES		R	-
	ADDITIONAL INCREASE IN COST OF WORKING		R	-
	INCREASE IN COST OF WORKING		R	100 000
			R	8 600 000
	SASRIA		to be determined by service provider	
	THEFT			
	FIRST LOSS BASIS (Full theft cover)		R	150 000
	PROPERTY IN THE OPEN		R	150 000
	MALICIOUS DAMAGE (due to theft)		R	150 000
	LOCKS & KEYS		R	10 000
	REASONABLE PRECAUTIONS		R	10 000
	CLAIMS PREPARATION COST		R	50 000
	MONEY			
	LIMITS			
	MINOR LIMITS (directors / employees / outside working hours)		R	5 000
	MAJOR LIMIT		R	20 000
	SEASONAL INCREASE:			
	At the end of each month		R	-
	Last Friday of each month		R	-

	CROSSED CHEQUES		R	100 000
	PERSONAL ACCIDENT (5 people)			
	CAPITAL AMOUNT		R	25 000
	MEDICAL EXPENSES		R	10 000
	WEEKLY AMOUNT		R	500
	RECEPTACLES		R	20 000
	CLAIMS PREPARATION COST		R	10 000
	LOCKS & KEYS		R	10 000
	REASONABLE PRECAUTIONS		R	10 000
	SASRIA			to be determined by service provider
	FIDELITY GUARANTEE			
	BASIS OF COVER (all employees)			BLANKET COVER
	RETRO ACTIVE DATE			
	LIMIT OF INDEMNITY		R	1 320 000
	CLAIMS PREPARATION COST		R	110 000
	COST OF RECOVERY			Incl
	REINSTATEMENT			Incl
	COMPUTER LOSSES		R	100 000
	GOODS IN TRANSIT			
	LIMIT OF INDEMNITY		R	30 000
	ALL RISK COVER			Included
	FIRE / EXPLOSION / COLLISION & OVERTURNING LIMITATION			Excluded
	CLAIMS PREPARATION COST		R	100 000

	FIRE EXTINGUISHING CHARGES	R	10 000
	DEBRIS REMOVAL		
	SASRIA		to be determined by service provider
	BUSINESS ALL RISKS		
	GENERAL SPECIFIED ITEMS : S/I EXCL. LAPTOPS	R	2 541 512
	LAPTOPS & TABLETS	R	1 576 900
	CELLPHONE	R	1 118 760
	INCREASE IN COST OF WORKING	R	-
	CLAIMS PREPARATION COST	R	-
	LOCK & KEYS	R	-
	PERSONAL PROPERTY OF EMPLOYEES	R	-
		R	4 118 412
	SASRIA		to be determined by service provider
	PUBLIC LIABILITY		
	GENERAL & TENANTS (unlimited any one period)	R	25 000 000
	WRONGFUL ARREST AND DEFAMATION	R	2 250 000
	ERRORS & OMISSIONS	R	2 250 000
	PRODUCTS LIABILITY AND DEFECTIVE WORKMANSHIP	R	2 250 000
	PEDAL CYCLES		market value
	LEGAL DEFENCE COST	R	2 250 000
	PROFESSIONAL LIABILITY (MEDICAL)	R	2 250 000
	SPREAD OF FIRE	R	100 000 000
	POLLUTION	R	-
	MOTOR 3rd PARTY LIABILITY	R	-
	CLAIMS PREPARATION COST	R	100 000
	SALARIES & WAGES (service provider to provide two quotes)		
	Option A: Annual total cost to company)	R	245 000 000

	Option B: Annual total cost to company		R	154 000 000
	EMPLOYERS LIABILITY			
	LIMIT OF INDEMNITY		R	2 500 000
	CLAIMS PREPARATION COSTS		R	100 000
	STATED BENEFITS			
	ANNUAL SALARY & WAGES			
3 x	ALL EMPLOYEES OF THE INSURED			
	SALARIES & WAGES (service provider to provide two quotes)			
	Option A: Annual total cost to company)		R	245 000 000
	Option B: Annual total cost to company		R	154 000 000
	BASIS OF COVER			Council Activities
	BENEFITS			
	DEATH			3 x annual salary
	PERMANENT DISABILITY			% of death benefit as specified
	TEMPORARY TOTAL DISABILITY			100% of weekly earnings per week no longer than 104 weeks
	MEDICAL		R	20 000
	FUNERAL COST		R	10 000
	REPATRIATION		R	10 000
	MOBILITY		R	10 000
	RELOCATION		R	10 000
	CLAIMS PREPARATION COST		R	100 000
	LIMIT			
	ANY ONE LIFE		R	5 000 000

	ACCUMULATION LIMIT		R	20 000 000
	PERSONAL ACCIDENT			
	CATEGORY A: UNNAMED COUNCIL MEMBERS & SPOUSES			70
	CATEGORY B: VOLUNTEERS			50
	BASIS OF COVER			24 hours
	BENEFITS			
	DEATH		R	500 000
	PERMANENT DISABILITY			Such % as specified above for the particular disability
	TEMPORARY TOTAL DISABILITY			R1 000 per week for a period no longer than 104 weeks
	MEDICAL		R	20 000
	FUNERAL COST		R	10 000
	REPATRIATION		R	10 000
	MOBILITY		R	10 000
	RELOCATION		R	10 000
	CLAIMS PREPARATION COST		R	100 000
	MOTOR FLEET			
	COMPREHENSIVE			
	PRIVATE MOTOR CARS			
	LDV's			
	TRUCKS	0		
	FIRE ENGINES			
	AMBULANCES	0		SEE LIST = R 5 025 675 (including 2 x high value vehicles)
	TRACTORS			
	BUSES & MINIBUSES (seating > 16 persons)			
	MOTOR CYCLES			
	TRAILERS / CARAVANS			
	SPECIAL TYPES	0		
	HIGH VALUE VEHICLES	0		

		0	
	HIGH VALUE VEHICLES (IN EXCESS OF R500 000)		R 1 572 735
	EXTENSIONS		
	MEDICAL EXPENSES (per occupant)		R5 000
	LOSS OF KEYS		R15 000
	RADIO's & SOUND EQUIPMENT		R20 000
	EMERGENCY CHARGES		R50 000
	FIRE EXTINGUISHING COST		R50 000
	CLAIMS PREPARATION COST		R100 000
	WINDSCREEN		Included
	FIRE & EXPLOSION		R2 500 000
	PASSENGER LIABILITY - OTHER		R2 500 000
	FARE PAYING PASSENGERS		R2 500 000
	UNAUTHORISED PASSENGER LIABILITY		R2 500 000
	ANY OTHER EVENT & IN THE ANNUAL AGGREGATE OF		R2 500 000
	SASRIA		
	All Vehicles		to be determined by service provider
	HOUSEOWNERS		
	STANDARD CONSTRUCTION (SASRIA)		R 4 306 452
	REASONABLE PRECAUTION		-
	CLAIMS PREPARATION COST		-
	DEBRIS REMOVAL		-
			R 4 306 452
	SASRIA		R
			to be determined by service provider
	ELECTRONIC EQUIPMENT		

ITEM	BESKRYWING	GEBOU	INHOUD	EIENDOM MEER SPESIEK VERSEKER
1	Eerste Verlies Bedrae			R 6 679 232
2	Administratiewe Kantore, Afdakke & Solar System(George Head Office)	R 97 399 136	R 4 195 902	
3	Administrasie Gebou - Paaie (George)	R 6 117 120	R 250 000	
4	Administrasie Gebou - Paaie Gemeenskapsdienste	R 7 340 544	R 978 739	
5	Administrasie Gebou - Brandweer		R 83 405	
6	Knysna Streekskantoor	R 3 450 056	R 250 000	
7a	Spitskop Knysna herleistasie - Knysna Rooi Els herleistasie Riversdal, Jonkersberg			R 1 050 000
7b	Radio Verbindings			R 800 000
	RIVERSDAL			
8	Kantoor en Afdakke (Riverdal)	R 9 787 392	R 368 027	
9	Kommando Kantore (Riverdal)	R 1 957 478		
	MOSSELBAAI BRANDWEERSTASIE			
10	Kragopwekkers (2)			R 374 368
11	Diesel Kompressor			R 244 685
	HERBERTSDALE			
12	Bakkerij - removed 01/07/2014	R -		
	VOORTREKKERSTRAAT, OUDTSHOORN			
13	Nooddienste/Rampbestuur	R 1 468 109	R 2 446 848	
14	Elektriese Werkwinkel		R 12 234	
	ST JOHNSTRAAT OUDTSHOORN			
15	Administrasie Kantoor - Kompleks	R 31 184 481	R 393 622	
16	Motorafdakke en Muuromheining			R 256 919
	RAADSGEBIED DYSELSDORP			
17	Daghospitaal Kompleks	verwyder 2013		
	HELE DISTRIKSGBIED (OU KLEIN KAROO)			
18	3 Radio herleistasies en toerusting te Mannetjiesberg, Blouberg, Bayle's Peak			R 1 050 000
19	Ou Skool Rooirivier	verwyder 2013		
	CALITZDORP SPA			

20	Heinings	R 734 054		
21	Gemeenskapsaal	R 2 446 848	R 244 685	
22	Tennisbane			R 489 370
23	Opgaardamme			R 2 936 218
24	Groot en Klein Swembaddens			R 7 340 544
25	Transformators			R 611 715
	KLEINKRANS KAMPEERTERREIN EN DORP			
26	Kleinkrans Oord	R 8 563 968		
27	Ablusieblok	R 611 712		
28	Houtrappe na see	verwyder 2013		
	VICTORIABAAI KAMPEERTERREIN			
29	8 x Ablusieblokke	R 4 281 984		
30	Kragpunte Karavaanstaanplekke			R 176 173
31	Stoorinhoud		R 171 279	
32	Kantoorinhoud		R 85 405	
	SWARTVLEI KAMPEERTERREIN			
33	Waskamers, Ketels, Toilette, Kantoor, Reddingstou en houer	R 6 517 120	R 171 279	
34	Opgaardamme			R 1 223 424
35	Waterpypeleiding - Swartvlei			R 170 340
36	Stoorinhoud	R 122 342	R 250 500	
37	Kiosk	R 220 216		
38	Elektrisiteitsnetwerk (kragpunte)			R 244 685
39	Ablusieblok (Strand)	R 489 370		
	GESONDHEID verwyder 01/07/2014			
40	Van Wyksdorp Kliniek	R -		
41	Melkhouffontein Kliniek	R -		
42	Brandwacht Kliniek	R -		
43	Ladismith Kliniek	R -	R -	
44	Uniondale Kliniek	R -		
45	Task Gebou Inhoud		R -	
	DE HOEK ONTSPANNINGSOORD			
46	27 Chalets	R 19 669 450	R 1 827 687	
47	2 Wasblokke	R 8 135 770		
48	2 Slaapsale	R 12 234 240	R 490 370	
49	2 Swembaddens			R 3 670 272
50	1 Opsigterswoning en Kantoor	R 5 309 660	R 250 685	

SAAMGEVATTE_STANDAARD				
ITEM	BESKRYWING	GEBOUW	INHOUD	EIENDOM MEER SPESIEK VERSEKER
51	Rioolstelsel			R 195 748
52	Kiosk/Kleedkamers/Swem-masjienerie/Stoor	R 3 956 553	R 500 000	
53	Woonhuis/Kerk	R 611 712		
54	Sementdamme en Pompe			R 2 446 848
55	Stoor/Woonhuis	R 611 712	R 122 342	
56	Ontspanningsaal	R 3 693 517	R 490 370	
57	Transformators, Waterpomp en Metereenheid			R 490 000
	MAGASYNE			
58	George	R 3 870 664	R 1 959 478	
59	George Brandstof bo- en ondergrondse tenks			R 492 000
60	Riverdal		R 978 739	
61	Riversdal Brandstof bo- en ondergrondse tenks			R 220 216
62	Van Wyksdorp Brandstof bo- en ondergrondse tenks			R 62 000
63	Albertinia Brandstof bo- en ondergrondse tenks			R 50 000
64	Heidelberg Brandstof bo- en ondergrondse tenks			R 97 874
65	Herbersdale Brandstof bo- en ondergrondse tenks			R 73 405
66	Knysna Brandstof bo- en ondergrondse tenks			R 220 216
67	Oudtshoorn Stoor en Kantore		R 1 718 920	
68	Oudtshoorn Brandstof bo- en ondergrondse tenks			R 367 027
69	Ladismith Brandstof bo- en ondergrondse tenks			R 110 108
70	Uniondale Brandstof bo- en ondergrondse tenks			R 318 090
71	Uniondale Olie			R 13 995
72	Calitzdorp Brandstof bo- en ondergrondse tenks			R 85 640
73	Herold Brandstof bo- en ondergrondse tenks			R 50 000
74	Tanker Diesel			R 110 108
	KANTORE OMGEWINGSGESONDHEID			
75	Plettenbergbaai			R 98 874

76	Knysna			R 122 342
77	Mosselbaai			R 404 730
78	Omgewingsgesondheids gebou Mosselbaai	R 2 993 696		
79	Mosselbaai Brandweerstasie	R 1 900 000		
	TOTALE VERSEKERBARE GEBOUE	R 245 678 904		
	TOTALE INHOUD VAN GEBOUE		R 18 240 516	
	EIENDOM MEER SPESIFIEK VERSEKER		R	33 347 166

HUISEIENAARS _ STANDAARD

ITEM	BESKRYWING	HOEEVEELHEID	ERF NO	VERSEKERDE BEDRAG
	RAADSWONINGS MET SASRIA			
	Uniondale			
1	Selfgeboude Huise	30		Verwyder 2013
	Calitzdorp Spa			
2	Arbeidershuise (Warmbron)	3		R 734 054
3	Skakelhuise	3		R 1 223 424
	Swartvlei			
4	Woonhuis	1		R 244 685
5	Opsigtershuis	1		R 269 153
6	Lewensreddershuis	1		R 122 342
	Victoriabaai			
7	Opsigtershuis	1		R 244 685
	De Hoek			
8	Arbeidershuise	4		R 734 054
9	Skakelhuise	2		R 734 054
	Haarlem			
10	4 Vertrek huise	7		Verwyder 2013

11	Houthuise	5		Verwyder 2013
TOTALE VERSEKERDE BEDRAG				R 4 306 452

ALLE RISIKO

ITEM	BESKRYWING	VERSEKERDE BEDRAG
1	Persoonlike Besittings van Werknemers & Raadslede	R 34 914
2	Alle eiendom van die Raad uitgesluit voertuie, werktuie, geboue, voorraad, rekenaars met bybehore (behalwe sakrekenaars), meublement en vasstaande masjinerie (behalwe kantoor masjinerie en Rosenbauer Pomp	R 662 439
3	Trek 1000 padfiets met waterbottel	R 5 000
4	Digitale Kameras	R 73 319
5	Brandweertoerusting	R 523 710
6	Apparatus Heat Stress	R 37 707
7	2 x Meter integrated sound level meter 1	R 52 371
8	TV transpondeerde Uniondale	R 301 657
9	Brandweer beskermingsklere	R 41 897
10	Mobiele weegskaal	R 97 913
11	Inhoud van sleepwaens CAW28594 & CAW28624	R 20 948
12	Swift waterreddings toerusting	R 11 426
13	High Angle reddingstoerusting	R 13 331
14	Hidroliese Jaws of Life	R 380 880
15	Burgermeestersketting	R 250 000
16	Burgermeestersketting - klein	R 19 000
17	Burgermeestersketting - klein	R 15 000
18	Skootrekenaars soos gespesifiseer onder Elektroniese Skedule	R 1 536 000
19	Selfone soos per Telkom lys	R 1 118 760
20	Samsung SM-T531 Tablets	R 40 900

	Totaal Selfoon	R	1 118 760
	Skootrekenaars	R	1 536 000
	Tablets	R	40 900
	Ander items	R	2 541 512

ELEKTRONIESE TOERUSTING

ITEM	BESKRYWING	VERSEKERDE BEDRAG	
	ALGEMENE GESPEFISEERDE ITEMS		
1	Plettenbergbaai - Netwerk met verwante toerusting	R	85 000
2	Knysna - Netwerk met verwante toerusting	R	85 000
3	Mosselbaai - Netwerk met verwante toerusting	R	100 000
4	Riversdal - Netwerk met verwante toerusting	R	85 000
5	Calitzdorp Spa - Netwerk met verwante toerusting	R	56 000
6	De Hoek - Netwerk met verwante toerusting	R	56 000
7	Oudtshoom - Netwerk met verwante toerusting	R	355 000
8	George HK - (Sluit in Paaie/Brandweer	R	4 992 700
	TOTAAL	R	5 814 700

SKOOTREKENAARS					
Item	Naam	Bate no	Tipe	Reeksnommer	Bedrag

Soos per lys aangestuur

Vehicle Registration	Callsign	Vehicle Type	Engine	Model	Year	Station	Book value (vat incl)
Caw 63752	B 1	Tata Telcoline	2 litre	TDI	2007	Calitsdorp Spa	R 35 000
Caw 67576	B2	Toyota Hilux	2 litre	DE R/B	2004	George	R 71 000
Caw 22820	B3	Ford Courier	3400	LWB P/U	1997	George	R 36 400
Caw 72574	B 4	Toyota Hilux	2,5	D-4D	2009	Ladismith	R 81 300
CAW 91050	B 5	Toyota Landi	V6	Petrol V6	2017	George	R 479 300
Caw 77080	B 6	Toyota Landi	4,2	4.2	2006	George	R 198 600
Caw 64679	B 7	Nissan Patrol	4,2	TDI	2008	Riversdale	R 143 300
Caw 63478	B 8	Nissan Patrol	4.2D	4x4	2008	George	R 143 300
Caw 76946	RM1	M Benz .	1528/54	Atego 2	2010	George	R 420 000
Caw 68054	RM2	Ford Courier	2500	T/D D/C	2004	Ladismith	R 44 600
CAW 86962	T 1	Iveco tanker	Euo Cargo	150E24	2015	George	R 922 735
Caw 48478	T 2	Nissan tanker			1968	Ladismith	R 50 000
Caw 29315	T 6	Tata	SFC	407	2005	Riversdale	R 35 000
Caw 17196	T 7	Tata	SFC	407	2007	George	R 35 000
Caw 56144	T 9	MAN	F/C	18.240	2009	George	R 300 306
Caw 36684	TP 1	VW Chico golf	Chico	1.31	1996	George	R 25 000
Caw 27423	TP 2	Toyota Quan	Toyota	2.7	2008	George	R 135 600
Caw 23626		Trailer-	flat bed			George	R 9 000
Caw 63595		Trailer-	Quad			George	R 9 000
Caw 45083		Trailer-	B A comp			George	R 3 000
Caw 37665		Trailer-	Karet			George	R 4 000
Caw 43095		Trailer-	Roadster 350			Ladismith	R 7 000
Caw 46687		Trailer-	NNB			Riversdale	R 3 000
CG 8744		Caravan	Camp Pride			George	R 5 000
GRDM1-WP		Toyota Fortuner 2,8GD-6 4X4			2018	George	R 650 000
Caw 39629		Toyota car	140i	GLE	2007	George	R 52 700
Caw 31501		Toyota car	140i	GLE	2007	George	R 52 700
Caw 32190		Toyota car	140i	GLE	2007	George	R 52 700
Caw 50027		Mazda car	160	iSE	2003	George	R 22 000
Caw 94905		Polo	1.4		2016	George	R 52 700
Caw Eden DM		Jetta	1.6	TDI	2014	George	R 165 400

Caw 75698		Nissan	1.6	NP200	2017	De Hoek Resort	R 111 500
Caw 93467		Nissan	1.6	NP200	2017	Swartvlei Resort	R 111 500
Caw 74201		Isuzu	2.5	KB 250	2005	George	R 61 100
TBA		Toyota Double cab			2018	George	R 496 934
							R 5 025 675

LAPTOPS (COUNCILLORS)					
NR	NAME	MODEL	CODE	SERIAL NR	
1	Cllr Mputumi Mapitiza	HP 650 Notebook	23864	5CB3082K04	R 10 741,26
2	Cllr Stephen de Vries	HP 650 Notebook	23865	5CB3082JJC	R 10 741,26
3	Cllr Daniel Saayman	HP 650 Notebook	23866	5CB3082JGR	R 10 741,26
4	Cllr Bernardus van Wyk	HP 650 Notebook	23867	5CB3082J7Y	R 10 741,26
5	Cllr Joslyn Johnson	HP 650 Notebook	23868	5CB3082J60	R 10 741,26
6	Cllr Albertus Rossouw	HP 650 Notebook	23869	5CB3102TRR	R 10 741,26
7	Cllr Erica Meyer	HP 650 Notebook	23870	5CB3102TRG	R 10 741,26
8	Cllr Nompumelelo Ndayi	HP 650 Notebook	23871	5CB3082JF3	R 10 741,26
9	Cllr Thersia van Rensburg	HP 650 Notebook	23872	5CB3102TR9	R 10 741,26
10	Cllr Doris Xego	HP 650 Notebook	23873	5CB3102TRF	R 10 741,26
11	Cllr Clodia Lichaba	HP 650 Notebook	23880	5CB3082JXG	R 10 741,26
12	Cllr Rosina Ruiters	HP 650 Notebook	23881	5CB3082JCB	R 10 741,26
13	Cllr Jerome Lambaatjeen	HP 650 Notebook	23882	5CB3102TRT	R 10 741,26
14	Cllr Isaya Stemele	HP 650 Notebook	23883	5CB3100832	R 10 741,26
15	Cllr Sharon May	HP 250 G1 Notebook	23875	5CG3273TZ4	R 10 741,26
16	Cllr Theresa Fortuin	HP 250 G1 Notebook	23876	5CG32314VD	R 10 741,26
17	Cllr Nontsikelo Kamte	HP 250 G1 Notebook	23877	5CG323171F	R 10 741,26
18	Cllr Rowan Spies	HP 250 G1 Notebook	23878	5CG323150X	R 10 741,26
19	Cllr Memory Booysen (Mayor)	HP 250 G1 Notebook	23879	5CG3231733	R 10 741,26
20	Cllr Khayalethu Lose	HP Elitebook 2540p	22505	CZC050DKHK	R 10 741,26

LAPTOPS (PERSONNEL)

NR	NAME	MODEL	CODE	SERIAL NR	
1	Africa Clive	HP ProBook 450 G5	26281	5CD8071BC6	R 10 741,26
2	Alberts Rhyh	HP ProBook 450 G4	25764	5CD7227QKL	R 10 741,26
3	Booyesen Amanda (HR)	HP 250 G3	24234	CND4472TXR	R 10 741,26
4	Botha Melantha (Intern - Finance)	HP 450 G3 Notebook	25192	5CD6133W7M	R 10 741,26
5	Bouwer Tippiie	HP EliteBook 8770w	23735	CNU308CGGV	R 10 741,26
6	Bouwer Tippiie (Call Centre)	HP Compaq nx7400	18036	CNU6510GSW	R 10 741,26
7	Bouwie Alex (Intern - Finance)	HP 450 G3 Notebook	25191	5CD6132DWB	R 10 741,26
8	Cekiso Mzukisi (Acting IDP Manager)	HP ProBook 6570b	23739	5CB3100V4M	R 10 741,26
9	Coetzee Lionel	HP ProBook 450 G5	50805	5CD8388TW7	R 10 741,26
10	Coetzee Renaldo	HP ProBook 450 G5	26278	5CD8154LD7	R 10 741,26
11	Compion Johan	HP ProBook 450 G4	25758	5CD7227QMW	R 10 741,26
12	Cunningham Megan / Nolwando Sambokwe (TASK)	HP Compaq 6560b	23413	5CB1450ZDS	R 10 741,26
13	Damons Salman	HP ProBook 450 G4	25765	5CD7227QHX	R 10 741,26
14	Daniels John (Executive Manager - Roads)	HP ProBook 450 G5	50834	5CD8503BMB	R 10 741,26
15	Davids Nadiema	HP ProBook 450 G5	26413	5CD83487M9	R 10 741,26
16	De Jager Jan-Willem	HP ProBook 450 G5	26409	5CD83487P1	R 10 741,26
17	Dladla Sipiwe (PA Mayor)	HP ProBook 450 G4	25762	5CD7227QJW	R 10 741,26
18	Dongi Passmore (Project Manager: PMU)	HP ProBook 450 G5	26410	5CD83487K4	R 10 741,26
19	Du Plessis Ezron	HP Compaq nc6120	16952	CNU507G7J8	R 10 741,26
20	Du Plessis Ezron	HP ProBook 450 G5	50806	5CD8388TW9	R 10 741,26
21	Dyantyi Richard	HP EliteBook 830 G5	26584	5CG9083KWH	R 10 741,26
22	EHP Bitou / Plett	HP ProBook 450 G2	24199	CND44457GT	R 10 741,26
23	EHP George	HP ProBook 6570b	23527	5CB2393BF9	R 10 741,26
24	EHP George	HP Compaq 6710b	18600	CNU8072213	R 10 741,26
25	EHP George	HP ProBook 450 G4	25757	5CD7227QJG	R 10 741,26
26	EHP Knysna	HP ProBook 6540b	22092	CND0132PN0	R 10 741,26
27	EHP Mosselbaai	HP ProBook 450 G2	25185	CND54226JC	R 10 741,26
28	EHP Oudtshoorn	HP Compaq nx9010	15690	CNF3393GWO	R 10 741,26

29	EHP Oudtshoorn	HP ProBook 6570b	23535	5CB23867M5	R 10 741,26
30	EHP Riversdale	HP ProBook 450 G5	26412	5CD83487L3	R 10 741,26
31	Fourie Willie	HP 250 G3	24237	CND4472R42	R 10 741,26
32	Gie Johan	HP Compaq 6730b	21685	CNU9466Z80	R 10 741,26
33	Hoek Louise	HP ProBook 450 G5	26407	5CD83487N1	R 10 741,26
34	Hofsta Verna	HP ProBook 450 G2	50547	CND4399DTV	R 10 741,26
35	Holtzhausen Trix	HP ProBook 450 G4	25767	5CD7227QJS	R 10 741,26
36	Hubbe Morton	HP ProBook 6570b	23525	5CB23867LR	R 10 741,26
37	IT Store (Brown Crystal) (Intern - Disaster Management)	HP Compaq 6710b	20443	CNU8140FB8	R 10 741,26
38	IT Store (Joubert Lee-Ann) (Intern - Disaster Management)	HP Compaq 6710b	18348	CNU7332P4Z	R 10 741,26
39	IT Store (Joubert Lee-Ann) (Intern - Disaster Management)	HP ProBook 6560b	22939	4CZ1142HYY	R 10 741,26
40	IT Store (Terblanche Ursula - HR)	HP Compaq 6710b	18356	CNU7332NXW	R 10 741,26
41	IT Store (Pylar Rigardt)	HP Compaq 6710b	18353	CNU7332NTT	R 10 741,26
42	IT Store (Leslie Heinrich - Fire Services)	HP Compaq 6710b	18540	CNU7520LDB	R 10 741,26
43	IT Store (Velaphi Phumeza - Intern)	HP Compaq 6730b	21597	CNU9413BRO	R 10 741,26
44	IT Store (Bowie Alex) (Intern - Finance)	HP ProBook 6540b	22263	CND0132NQ6	R 10 741,26
45	IT Store (Muller Mariska - Internal Audit)	HP ProBook 6540b	22094	CND0180976	R 10 741,26
46	IT Store (Francois Goosen)	HP ProBook 6550b	22698	CNU107013L	R 10 741,26
47	IT Store (Liberty Desiree - EPWP)	HP ProBook 6550b	22509	CNU0363X9J	R 10 741,26
48	IT Store (Terblanche Elandie)	HP ProBook 6570b	23543	5CB23867L7	R 10 741,26
49	IT Store (Davids Nadiema)	HP ProBook 6570b	23541	5CB23867L3	R 10 741,26
50	IT Store (Lotz Eduard)	HP ProBook 450 G4	25761	5CD71872MH	R 10 741,26
51	IT Store (De Jager Jan-Willem)	Mecer Xpression	24105	NKW550SU1004B05390	R 10 741,26
52	IT Store (Wilson Melanie)	HP EliteBook 2560p	23367	CNU2212DQ6	R 10 741,26
53	IT Store (New - IT Spare)	HP ProBook 450 G5	26266	5CD8154LJT	R 10 741,26
54	IT Store (New - IT Spare)	HP ProBook 450 G5	26269	5CD8071B7P	R 10 741,26
55	IT Store (New - IT Spare)	HP ProBook 450 G5	26271	5CD8071B52	R 10 741,26
56	IT Store (New - IT Spare)	HP ProBook 450 G5	26414	5CD83487J1	R 10 741,26
57	IT Store (New - IT Spare)	HP ProBook 450 G5	26418	5CD83487KG	R 10 741,26
58	IT Store (New - IT Spare)	HP ProBook 450 G5	26419	5CD83487KL	R 10 741,26
59	IT Store (New - IT Spare)	HP ProBook 450 G5	26420	5CD83487JZ	R 10 741,26
60	Jacobs Wouter	HP ProBook 6570b	23537	5CB23867LJ	R 10 741,26

61	Jacobs Wouter (JOC)	HP Compaq nx7400	18022	CNU6510G9S	R 10 741,26
62	James Mercy	HP ProBook 450 G5	26270	5CD8071B5N	R 10 741,26
63	James Lauren	Mecer Xpression	24104	NKW550SU1004B05258	R 10 741,26
64	Janse van Rensburg Lynette	HP ProBook 450 G5	26411	5CD83487N4	R 10 741,26
65	Joseph Alvera	HP ProBook 450 G4	25763	5CD7227QMB	R 10 741,26
66	Joseph Jacques (Roads)	HP ProBook 450 G5	50833	5CD8416JQG	R 10 741,26
67	Killian Androlene (Project Manager - Council)	HP ProBook 450 G5	26268	5CD8071B7G	R 10 741,26
68	Klaas Nontobeko (HR Manager)	HP ProBook 450 G2	24203	CND44457PP	R 10 741,26
69	Koeberg Amagene	HP ProBook 450 G4	26181	5CD7324JLZ	R 10 741,26
70	Laven Shandre (Roads)	HP ProBook 450 G5	50807	5CD8388TWC	R 10 741,26
71	Liberty Desiree (EPWP)	HP ProBook 450 G4	25759	5CD7227QL0	R 10 741,26
72	Lindoor Maevia	HP ProBook 6560b	50349	5CB145028B	R 10 741,26
73	Loliwe Thembani (Strategic Manager - MM's Office)	HP EliteBook 840 G3	25688	5CG65118PV	R 10 741,26
74	Lufele Pamela (Internal Audit)	HP ProBook 6570b	23741	5CB3100V8V	R 10 741,26
75	Maqekeni Sinekaya (Legal Advisor)	HP ProBook 450 G5	26267	5CD8071B47	R 10 741,26
76	Menze Lusanda	HP EliteBook 830 G5	26520	5CG85036GB	R 10 741,26
77	Meyer Raylene	HP Compaq nx7400	18032	CNU6510GZB	R 10 741,26
78	Meyer Raylene	HP ProBook 6560b	23064	4CZ1310HZ4	R 10 741,26
79	Mpuru Tebello	HP ProBook 450 G2	24201	CND44457NR	R 10 741,26
80	Muller Mariska (Internal Audit)	HP ProBook 450 G5	26408	5CD83487L8	R 10 741,26
81	Mzayiya Bongani (Finance - Intern)	HP 450 G3 Notebook	25190	5CD6073WSX	R 10 741,26
82	Naidoo Angeline	HP ProBook 6560b	23010	4CZ1201QMR	R 10 741,26
83	Nieuwoudt Koos	HP ProBook 450 G4	25770	5CD7227QLK	R 10 741,26
84	Notyhangang Siphelele (Internal Audit)	HP ProBook 450 G5	26279	5CD8154LKL	R 10 741,26
85	Nqumse Marlene	HP ProBook 450 G5	26277	5CD8071B3D	R 10 741,26
86	Ntango Landiswa (PA Mayor)	HP ProBook 450 G4	25766	5CD7227QKB	R 10 741,26
87	October Daphne	HP ProBook 450 G4	25769	5CD7227QJM	R 10 741,26
88	Otto Gerhard	HP ProBook 450 G5	26416	5CD83487NK	R 10 741,26
89	PA MM - Erina de Villiers	HP ProBook 450 G4	25772	5CD7227QLL	R 10 741,26
90	Paaie (pool laptop)	HP Compaq nx9010	16131	CNF41517WS	R 10 741,26
91	Paulse Desmond	HP ProBook 6570b	23533	5CB23867LW	R 10 741,26
92	Pieters Herman	HP ProBook 450 G4	25768	5CD7227QM9	R 10 741,26

93	Prinsloo Bernadene	HP EliteBook 2560p	23365	CNU2171P08	R 10 741,26
94	Raath Pieter (IMATU)	HP ProBook 450 G5	26415	5CD83487NG	R 10 741,26
95	Raubenheimer Deidre	HP ProBook 6550b	22609	CNU0410XX2	R 10 741,26
96	Raubenheimer Natalie	Mecer Xpression	24106	NKW550SU1004B05247	R 10 741,26
97	Roelf Chesney	HP Power Pavillion 15	50791	5CD810142R	R 10 741,26
98	Saaiman Ilse Gail	HP ProBook 450 G2	24200	CND44457PN	R 10 741,26
99	Salmons Reginald	Mecer Xpression	24103	NKW550SU1004B05256	R 10 741,26
100	Samery John	HP ProBook 6560b	23411	5CB1434HJ7	R 10 741,26
101	SCM Roaming Laptop (Buki)	Mecer Xpression	24102	NKW550SU1004B05152	R 10 741,26
102	Scheepers Calvyn	HP Compaq 6710b	18358	CNU7332P3B	R 10 741,26
103	Scheepers Calvyn (HR Training Laptop)	HP ProBook 450 G5	26272	5CD8071B92	R 10 741,26
104	Scheepers Calvyn (HR Training Laptop)	HP ProBook 450 G5	26273	5CD8154LL9	R 10 741,26
105	Scheepers Calvyn (HR Training Laptop)	HP ProBook 450 G5	26274	5CD8154LH5	R 10 741,26
106	Scheepers Calvyn (HR Training Laptop)	HP ProBook 450 G5	26275	5CD8154LJS	R 10 741,26
107	Schoeman Johan	HP ProBook 450 G2	24202	CND44457GN	R 10 741,26
108	Schoeman Johan (Air Quality post) / Angus Andries	HP EliteBook 820 G1	24168	5CG4461C7Q	R 10 741,26
109	Shoto Loyiso (OHS - HR)	HP ProBook 6550b	22621	CNU107029F	R 10 741,26
110	Stander Johan	HP 450 G3 Notebook	25194	5CD6073WSD	R 10 741,26
111	Steenkamp Anton	HP ProBook 650 G1	50574	5CG55312R5	R 10 741,26
112	Stevens Morne	HP ProBook 450 G5	26417	5CD83487JX	R 10 741,26
113	Stoffels Deon (Fire Services)	HP 250 G3	24236	CND447C8BW	R 10 741,26
114	Strydom Japie	HP ProBook 650 G1	50576	5CG55313DY	R 10 741,26
115	Swanepoel Chris (George Workshop - Roads)	HP Compaq 6710b	20519	CNU8140CMJ	R 10 741,26
116	Terblanche Elandie	HP 450 G3 Notebook	25189	5CD6132DWH	R 10 741,26
117	Thaver Freddy (Fire Chief)	HP ProBook 450 G5	26280	5CD8071B11	R 10 741,26
118	Uithaler Lizelle (PA - Deputy Mayor)	HP ProBook 450 G4	25760	5CD7227QJ6	R 10 741,26
119	Velaphi Phumeza (Intern)	HP 450 G3 Notebook	25193	5CD6132DWP	R 10 741,26
120	Veldkornet Marillia	HP ProBook 450 G5	26276	5CD8071B26	R 10 741,26
121	Viljoen Nina	HP 250 G3	24235	CND4472TYV	R 10 741,26
122	Wilson Melanie	HP EliteBook 830 G5	26524	5CG85036DX	R 10 741,26
123	Xalisa Patrick (Roads)	HP ProBook 450 G5	50832	5CD8416JNQ	R 10 741,26

					R 1 536 000,18
TABLETS					
NR	NAAM	TIPE TABLET	TABLET	SERIAL NR	
1	Koos Nieuwoudt	Samsung Galaxy S3 9.7"	25776	R52J406LWFY	R 9 400,00
2	Task	Samsung SM-T531 Tablet	24455	R5264154DWK	R 4 000,00
3	Task	Samsung SM-T531 Tablet	24456	R52G41549JD	R 4 000,00
4	Task	Samsung SM-T531 Tablet	24457	R52G4154E9B	R 4 000,00
5	Task	Samsung SM-T531 Tablet	24458	R52G4154G5X	R 4 000,00
6	Task	Samsung SM-T531 Tablet	24459	R52G4154D2T	R 4 000,00
7	Task	Samsung SM-T531 Tablet	24460	R52G51433Y	R 4 000,00
8	Task	Samsung SM-T531 Tablet	24057	RF2F20W6S9W	R 7 500,00
					R 40 900,00

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the Garden Route District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, **the undersigned, (full name in block letters)**

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2019

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed

NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER		TENDER NO	E/48/18-19
CLOSING DATE	21 MAY 2019	CLOSING TIME	11:00

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by: Ms. L Hoek /Mr. J Samery
 - At: George
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)?*YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/Not firm
 - Delivery basis
- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

TENDER NO: E/48/18-19: PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: TENDER NO: E/48/18-19: PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working 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.

Signature(s)

Name(s)

Capacity

For the
Employer

.....
(Name and address of organization)

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.81	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	Yes / No
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? If yes, furnish the following particulars:	Yes / No
3.10.1	Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:</p> <p>If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:.....</p>	<p>Yes / No</p>

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number

The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

¹ MSCM Regulations: "in the service of the state" means to be -

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

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

PREFERENCE POINTS CLAIM FORM

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

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

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:

YES		NO	
-----	--	----	--

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		NO	
-----	--	----	--

- 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- I hereby declare under oath that:
 - The enterprise is _____ % black owned:
 - The enterprise is _____ % black woman owned:
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & Stam

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **GARDEN ROUTE DISTRICT MUNICIPALITY** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number

E/48/18-19: PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.

at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. 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);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - 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)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

- (i) (Sole Supplier) (Full names..... (Identity Nr)
- (ii) (Registered name of Company/ Close Corporation).....
(Registration Nr.).....) and herein represented by in his/ her capacity asduly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED AT ON THIS..... DAY OF..... 2019

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I MONDE GIVEN STRATU in my capacity as MUNICIPAL MANAGER accept your bid under reference number: **E/48/18-19: PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<u>ITEM NO.</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>BRAND</u>	<u>DELIVERY PERIOD</u>	<u>B-BBEE STATUS LEVEL OF CONTRIBUTION</u>	<u>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</u>

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

SIGNED AT..... ON THIS DAY OF2019

SIGNATURE
 NAME (PRINT) **MONDE GIVEN STRATU**
MUNICIPAL MANAGER

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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 (MBD9) 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.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

E/48/18-19: PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.

in response to the invitation for the bid made by:

GARDEN ROUTE DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

.....

Signature

Date

.....

.....

Position

Name of the Bidder

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

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name			
Contact number	()
Address of office submitting the Tender			
Telephone no	()
Fax no	()
E-mail address			

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*.....

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number:

E/48/18-19: PROVISION OF SHORT INSURANCE SERVICES FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS.

and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase / Decrease of quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for default
25. Anti-Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of contracts
35. Amendment of contracts

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 provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 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.

General Conditions of Contract	
	<p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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 provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider 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 provider 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.</p> <p>5.2 The provider 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.</p> <p>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 provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The provider 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.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
7. Performance security	<p>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.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as</p>

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	<p>compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies 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 supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>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 23 of GCC.</p>
9. Packing	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p>
10. Delivery	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be</p>

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and documents	made by the provider 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	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (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 provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider 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 provider for similar services.</p>
14. Spare parts	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (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	<p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of</p>

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	<p>the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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 provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
	22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
	22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
	<p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.</p>
23. Penalties	23.1 Subject to GCC Clause 25, if the provider 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.
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider 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 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 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 provider shall be liable to the</p>

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	<p>purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 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.</p> <p>24.4 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.</p> <p>24.5 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.</p> <p>24.6 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.</p> <p>24.7 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.</p>
<p>25. Anti-dumping and countervailing duties and rights</p>	<p>25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p>26. Force Majeure</p>	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p>
<p>27. Termination for insolvency</p>	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>

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<p>28. Settlement of Disputes</p>	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 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 provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 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 provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
<p>29. Limitation of liability</p>	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and</p>
	<p>(b) the aggregate liability of the provider 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.</p>
<p>30. Governing language</p>	<p>30.1 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.</p>
<p>31. Applicable law</p>	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<p>32. Notices</p>	<p>32.1 Every written acceptance of a bid shall be posted to the provider 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.</p> <p>32.2 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.</p>
<p>33. Taxes and duties</p>	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 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.</p>
<p>34. Transfer of contracts</p>	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
<p>35. Amendment of contracts</p>	<p>35.1 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.</p>

BID REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:	NUMBER:
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FACSIMILE: AREA CODE:	NUMBER:
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E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted	Yes / No
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Income Tax Number	
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Name of taxpayer	
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Identity number of taxpayer (if applicable)	
---	--

Employer's PAYE registration number (if applicable)	
---	--

Company or CC Registration No	
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Are you the accredited representative in South Africa for the goods / services offered by you?	Yes / No / NOT APPLICABLE
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AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.

