NOTICE NO: 226/2018 MANAGEMENT OF SHORT TERM INSURANCE FOR KOUGA MUNICIPALITY FOR A CONTRACT PERIOD OF THREE (3) YEARS	
CLOSING DATE:	**21 JANUARY 2019 @ 12:00**
Location for Submission of Bid	**Tender Box, foyer at Entrance of Main Municipal Building at 33 Da Gama Road**

Name of tendering firm:	
Contact Person (*Full Names*):	
Tel No.:	Cell No.:
Fax No.:	
E-mail:	
Supplier Database No.:	CSD No.:
Signature of Tenderer:	

Issued By:
KOUGA LOCAL MUNICIPALITY
PO Box 21
JEFFREYS BAY, 6330 CONTACT PERSON: Mr. S. Baartman email: tenders@kouga.gov.za copy sbaartman@kouga.gov.za

NB: THIS TENDER WILL BE EVALUATED ON THE 80/20 POINT SCORING SYSTEM

INDEX

PLEASE TAKE NOTE OF ALL LISTED INSTRUCTIONS AND COMMENT

- NB: PLEASE ENSURE THAT YOU FAMILIARIZE YOURSELF WITH THE COMPLETE DOCUMENT AND SIGN ALL PAGES WHERE IT IS REQUIRED TO DO SO. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK (COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED)

- FAILURE TO FULLY COMPLETE THE COMPULSORY MUNICIPAL BIDDING DOCUMENTS WILL RESULT IN THE TENDER BEING CLASSIFIED AS NON-RESPONSIVE.

- THE NATIONAL TREASURY CENTRAL DATABASE AND TAX COMPLIANCE WILL BE VERIFIED ON DAY OF EVALUATING ANY TENDER. IN INSTANCES OF NON COMPLIANCE BIDS WILL BE DECLARED NON RESPONSIVE (Subject to MFMA Circular 90)

- TENDER DOCUMENTATION IS AVAILABLE ON E-TENDER AND AN ELECTRONIC COPY MAY BE REQUESTED FROM THE SUPPLY CHAIN OFFICE. A NON-REFUNDABLE FEE WILL BE CHARGED FOR ANY PRINTED DOCUMENT AND IS AVAILABLE FROM THE REGISTRY SECTION AT 33 DA GAMA ROAD, JEFFREYS BAY.

- PLEASE BE ADVISED THAT A COPY OF A CERTIFIED COPY DOES NOT CONSTITUTE A CERTIFIED COPY.

- DO NOT USE CORRECTION FLUID IN THE DOCUMENT. IF ANY MISTAKES ARE MADE, PLEASE DRAW A LINE THROUGH IT AND INITIAL NEXT TO IT.

- DOCUMENT TO BE COMPLETED IN INK. DOCUMENTATION COMPLETED IN PENCIL WILL NOT BE CONSIDERED.

- THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITHIN THE TIME SPECIFIED IN THE REQUEST**. FAILURE TO COMPLY WILL RESULT IN NON ACCEPTANCE OF THE TENDER.THESE DOCUMENTS MAY BE REQUESTED AS SUPPORT TO THE CONTRACT FILE DOCUMENTATION FOR EVALUATION PURPOSES.**

    1. National Treasury Central Database Summary Report
    2. Business Registration Documents/ Formal Registration Documentation/ JV Agreements/Consortia/ Partnerships and Trust's – Applicable to all entities (ie. Companies, Public & Private Entities, Partnerships and Joint Ventures). CM9/ Name Change Document will not suffice as Proof of Business Registration.
    3. A copy of a valid SARS Tax Clearance Certificate and Tax Compliance Pin number for all entities and all partners of Joint Venture)
    4. Certified ID copies.
    5. Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation to be submitted
    6. Audited financial Statements for the last 3 financial years
    7. Any Special Conditions of Contract Documentation- Must be submitted as set out in tender contract or upon request.

PERSONAL DETAILS OF THE TENDERER

PLEASE PROVIDE THE FOLLOWING DETAILS:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY					
BID NUMBER:	**226 of 2018**	CLOSING DATE:	**21 January 2019**	CLOSING TIME:	**12:00**
DESCRIPTION	**MANAGEMENT OF SHORT TERM INSURANCE FOR KOUGA MUNICIPALITY FOR A CONTRACT PERIOD OF THREE (3) YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Kouga Local Municipality: Main Office
33 Da Gama Road
Jeffreys Bay
6330

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE ***IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR* ***THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		***TOTAL BID PRICE***	**Refer to price schedule on page 25-28**
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	Supply Chain Office	CONTACT PERSON	Stanley Baartman
CONTACT PERSON		TELEPHONE NUMBER	0422002200
TELEPHONE NUMBER	042 200 2200	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	sbaartman@kouga.gov.za
E-MAIL ADDRESS	tenders@kouga.gov.za		

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.

CERTIFICATION:

I declare that the information in this annexure is true and correct in all respects.

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:

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt Practice” means the offering, giving, receiving, or soliciting of 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 “Days” 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 an unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the 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.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the 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 supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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

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

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser¡¦s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation,maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchasers specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchasers request for bid validity extension, as the case may be. See paragraph 1, page 22.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the suppliers performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the suppliers time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 suppliers expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such persons name be endorsed on the Register for Tender Defaulters. When a persons name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchasers country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: FINANCE – ASSET MANAGEMENT
NOTICE 226/2018
SHORT TERM INSURANCE

The Kouga Municipality is inviting Prospective Service Providers for the Management of Short Term Insurance for a contract period of three (3) years to Kouga Local Municipality.

Tenders

An electronic copy of tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za. Printed copies of the Tender Document will be available at a non- refundable fee of R300 per document as from Friday, 21 December 2018 from the Registry Section, 33 Da Gama Road, Jeffreys Bay,6330 Tel No: 042 2002200.

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20 point scoring system.
- Refer to tender document for functional assessment criteria.
- The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold where applicable will be applied.
- A valid SARS Tax Clearance Certificate and the Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- In order to claim Preference points a valid original or certified B-BBEE Status level Verification certificate form SANAS Accredited Agency or a Sworn Affidavit completed in the DTI format must be submitted to validate the claim.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to sbaartman@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE 226/2018; SHORT TERM INSURANCE"**, must be placed in the Tender Box **in the foyer of the Municipal Offices** at 33 Da Gama Road, Jeffreys Bay on or before **MONDAY, 21 JANUARY 2019 at 12:00.**

C. DU PLESSIS
MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald – 20 December 2018
Municipal Website/ Municipal Notice Boards in all offices/areas – 20 December 2018

CONDITIONS OF TENDER

1. PRICES

- All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.

- Prices should remain fixed for the period of the Tender. Should the successful Tenderer wish to alter any Tender price during the currency of the Tender period bidder can only do so **twelve months after award has been made and thereafter once annually**, the Municipality reserve the right to:

    - Accept the amended price provided that one (1) month written notice was given to the Municipality; or

    - Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.

    - Tenderers shall state the time of delivery in days from date of the official order by the Municipality and all tendered prices are to include VAT as well as costs of delivery to the Municipal stores In Jeffreys Bay or such other address as may be indicated by the Kouga Local Municipality.

- All prices tendered shall be VAT included.

2. LAYOUT

This tender document is divided into several sections. Please read through all the sections. In particular, the Conditions of Tender are most important, as they contain several new clauses in the light of the procurement policy and please take note of the conditions of tender and the list of required documents to be handed in, seeing that non adherence to these requirements can lead to non-responsiveness of tender.

3. SCHEDULE OF PRICES

In this schedule, a rate and a total price must be inserted against every item. Rates inserted should be applicable from date of appointment. The applicable measure for escalation shall apply. Proof to be provided for any request for increase.

4. SUBMISSION

Please read through carefully the Conditions of Tender, which deals with submission of tender. Your completed tender document must be placed in a sealed envelope, and the contract number and name of the contract written clearly on the outside. The envelope must be deposited, In accordance with the instructions in the Tender Advertisement. It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.

5. SCOPE OF CONTRACT

Appointment of a Service Provider for the Management of Short Term Insurance for Kouga Municipality for a contract period of three (3) years.

VALIDITY OF TENDER

Tenders shall remain valid for acceptance for a period of 120 days

6. ACQUAINTANCE WITH TENDER DOCUMENTS

By submission of a tender, the Tenderer will be deemed to have acquainted himself fully with the tender documents, local requirements and the laws prior to pricing and submission of tender.

7. TENDER EXPENSES

The Council will not be responsible for any expense incurred by the tenderer in submitting a tender.

8. UNCONDITIONAL DISCOUNT

The quoted prices can be subject to an unconditional discount. Tenderers must state on the Schedule of Prices the percentage of unconditional discount they are offering.

9. OTHER SUPPLIERS

Should the tenderer after acceptance of his tender for any reason whatsoever not be able to provide or deliver the service to the Municipality within the reasonable specified time, the Municipality reserves the right to obtain goods from any other source or tenderer, in which case the tenderer will be liable for any additional costs incurred in case of a difference in price.

10. SURCHARGE IN RESPECT OF FALSE DISCLOSURE

Should the information submitted by the tenderer with his/her tender for the purpose of being allocated equity preference points, be found, during the currency of the contract, to be false, then the tenderer shall be liable to pay to the Employer the additional costs incurred by the Employer as the result of the Employer awarding the contract to the tenderer on the basis of the information submitted.

The additional cost shall be the difference between the sum tendered by the tenderer and the sum tendered by the tenderer who would have been awarded the tender, had the tenderer not submitted the false information.

12. B-BBEE

Refer to new legislation, circulars and codes regarding B-BBEE. Sworn Affidavit to be submitted in the DTI format.

13. CORRESPONDENCE

An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address as provided on page five (5). If not submitted within the specified timeframe of the request, bid may be declared non-responsive.

14. LOCAL CONTENT- (TO BE COMPLETED FOR APPLICABLE ITEMS- DTI TO BE CONSULTED)

The Guidelines for locally produced goods or locally manufactured goods with the stipulated minimum threshold of 100%for local production and content for the designated sector is reflected on the website www.thedti.gov.za and tender document for more information.

If bidder requires an authorisation letter from **The DTI** please do so timeously. The following people can be contacted at The DTI:

Patricia Khumalo: Tel: 012 394 1390, email: khumalop@thedyi.gov.za
Jaywant Irkhede: Tel; 012 394 5166, email: jirkhede@thedti.gov.za

Signed	**Date**	**Name (block letters)**	**Capacity in firm**

KOUGA LOCAL MUNICIPALITY
TENDER NOTICE: 226/2018
TENDER CONDITIONS

1. Sealed tenders, with the **"Tender Number and title"** clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Kouga Municipality, Da Gamma Road, Jeffreys Bay.
2. The tender must be lodged by the Tenderer in the tender box at the, Jeffreys Bay Municipal Offices, Da Gamma Road, Jeffreys Bay.
3. **PLEASE NOTE:**
   - 3.1. Tenders that are deposited in the incorrect box will not be considered.
   - 3.2. Tender box deposit slot is 28cm x 2.5cm.
   - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
   - 3.4. Documents may only be completed in black ink.
   - 3.5. The use of correction fluid/tape is not allowed.
     - 3.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
     - 3.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
   - 3.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
   - 3.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be emailed or faxed to the Municipality and therefore any tenders received by email / fax will **not** be considered.
6. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
7. Tenders shall be opened in public at the Jeffrey's Bay Municipal Offices as soon as possible after the closing time for the receipt of tenders.
8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
   - 8.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
   - 8.2. The tenderer shall declare **all** the Municipal account numbers in the Kouga Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
9. This bid will be evaluated and adjudicated according to the following criteria:
   - 9.1. Relevant specifications
   - 9.2. Value for money
   - 9.3. Capability to execute the contract

9.4. PPPFA & associated regulations

10. Invoices

All invoices must be forwarded to the following

address: Kouga Municipality
PO Box 21
Jeffreys Bay, 6330

11. Value-Added Tax (VAT)

11.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

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

11.3. 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.

11.4. The VAT registration number of the Municipality is 4070193497.

12. Standard Payment Terms

12.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.

12.2. Payment Cycles for the first 12 months of business with the Kouga Municipality to Survivalist enterprises / Micro-enterprises

12.3. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.

12.4. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.

12.5. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

13. <u>Special Conditions:</u>

13.1 The Broker may not suggest any other insurance base or any alternatives not contained in the document of tender, and only this document may be used. Any deviation from this will result in the disqualification of the renderer. Excess structure as indicated must strictly be used for tender.

13.2 The WORDING WHICH WILL BE USED BY THE BROKER MUST BE AVAILABLE ON REQUEST – should there be any limiting and / or extra ordinary conditions, terms or exceptions – they must be clearly noted on the policy section of the tender documents, unless wording previously used submitted to council for verification.

13.3 The details of property, amount insured etc. furnished on policy schedule and tender is according to the information which is currently available as per asset register (to be supplied after tender is awarded). However, the Council reserves the right to adjust details, if necessary, at the final placement of the insurance, as well as during the period of the contract.

13.4 All claims settlement will be accompanied by proof of payment so that Council can reconcile every settlement received and excess payments made.

13.5 A suitable local broker (sub agent) registered and licensed with FSB, must be appointed by successful bidder to assist and liaise on matters of claims lodge and reports and any other matter relevant to litigations/claims between successful bidder and the Municipality on a local level at cost to the successful bidder. The appointed local broker (sub agent) must be that he have a fully fledge local office in Kouga Area of jurisdiction.

13.6 Refer to 13 Specifications item 14 for excess structure to be used for tender.

13.7 Burning cost option on fleet may only be discussed after tender is awarded to the successful bidder, this tender is based on flat rate basis.

PLEASE ENSURE THAT THE FOLLOWING DOCUMENTATION AND INFORMATION RELATING TO REQUIREMENTS HAVE BEEN SUBMITTED WITH TENDER DOCUMENT

PLEASE NOTE: The tender will be regarded as non-responsive if any of required original documents, or certified copies thereof, are not attached to the tender document

1. Are the tender a member of the Financial Intermediaries Association (F.I.A)?	**Yes**		**No**	
2. Did tenderer submitted a documentary proof of registration with the Financial Intermediaries Association.?	**Yes**		**No**	
3. Did tenderer submitted a copy of registration certificate with Financial Advisory and Intermediary Services (F.A.I.S)?	**Yes**		**No**	
4. Does the tenderer have minimum limit of R200 million Professional Indemnity Insurance and are a schedule provided?	**Yes**		**No**	
5. Does the tenderer have a minimum limit of R 10 million Fidelity Guarantee Insusuranse or the company responsible for collecting premium?	**Yes**		**No**	
6. Bidders must obtain a quote, from a good and proper insurance company that will provide tailor made risk solution for the municipality related risk and have access to professional reinsurance market. Is a summary of quotations included in the tender document?	**Yes**		**No**	

7. Are the following documentation submitted • Proof of Insurers Solvency Margin • Letter of Authority • Company Registration Certificate • Ownership Certificate & Change of Name Certificate • Latest Audited Financial Statements (Broker AND Underwriter)	**Yes**		**No**	
8. Did the tenderer must disclose the insurer or consortium of insurers on each policy type?	**Yes**		**No**	
9. The tenderer must submit the draft proposed Policy Documents on each policy type	**Yes**		**No**	
10. Has a suitable local broker (sub agent) registered with FSB identified to assist with claims	**Yes**		**No**	
11. Does the local broker (sub agent) have a office in the Kouga area of Jurisdiction	**Yes**		**No**	
12. Did the tenderer provide Full Insurance Cover per detail schedules provided	**Yes**		**No**	

KEY PERFORMANCE INDICATORS

1. **KEY PERFORMANCE INDICATORS (KPIs)**		
1.1.	Work(s) performed / goods delivered within timeframes specified	
1.2.	Work(s) performed / goods delivered within financial framework specified	
1.3.	Acceptable quality of work(s) performed / goods delivered	
1.4.	OTHER:	
	(a)	
	(b)	
	(c)	
	(d)	
	(e)	

I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

KOUGA LOCAL MUNICIPALITY
TENDER NOTICE: 226/2018
SPECIFICATIONS

1. INTRODUCTION

1.1. The municipality serves an area that covers a 60 km coastline with a limited mountainous inland area. It falls within the traditional winter rainfall area. Furthermore it has a constant stream of visitors from all over South Africa and the world. Included in the local population is a large group of elderly and retired people.

1.2. Section 78(1)(e) of the Municipal Finance Management Act, No. 56 of 2003, states that "Each senior manager of a municipality and each official of a municipality exercising financial management responsibilities must take all reasonable steps within their respective areas of responsibility to ensure that the assets and liabilities of the municipality are managed effectively and that assets are safeguarded and maintained to the extent necessary."

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

1.3.1. Negotiate and place the Municipality's insurance portfolio with insurance underwriters and present the underwriting terms to the Municipality for acceptance each year;

1.3.2. Administer the Municipality's short-term insurance portfolio; and

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

1.4. The renewal of the insurance portfolio falls in line with the Municipality's financial year-end and therefore has to be renewed by 30 June each year to ensure that the Municipal assets are insured and the liabilities are minimized.

1.5. The current contract for a Short-term Insurance Intermediary has expired on 30 June 2017. The insurance portfolio will then be placed with the successful Bidder as from date of appointment, or as soon as possible thereafter.

1.6. Therefore, the 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 Management of the Short-term Insurance Portfolio of the Municipality for a period of three years from date of appointment.

2. REQUIREMENTS

2.1. In order to ensure that the Municipality's assets are adequately insured and any risk exposure is minimized, including keeping abreast with the latest insurance developments, it is imperative that the relevant industry related administrative assistance is provided in order to support the existing capacity that the Municipality has.

2.2. The municipality expects the following minimum requirements from the Service Provider:

2.2.1. The tenderer must be a member of the Financial Intermediaries Association (F.I.A.). Proof of such membership **must** be submitted with the tender. **Failure to do so WILL result in disqualification.**

2.2.2. The tenderer must provide details of their Financial Advisory and Intermediary Services (F.A.I.S.) Act compliancy; i.e. a copy of the F.A.I.S. Certificate. A copy of the F.A.I.S. certificate **must** be submitted with the tender. **Failure to do so WILL result in disqualification.**

2.2.3. The tenderer must have a minimum limit of R200, 000,000 (200 million rand) Professional Indemnity insurance. A copy of the insurance policy schedule reflecting the limit, excess, Insurers and renewal date **must** be submitted with the tender. **Failure to do so WILL result in disqualification.**

2.2.4. The tenderer must have a minimum limit of R10, 000,000 (10 million rand) Fidelity Guarantee insurance or the company responsible for collecting premium. A copy of the insurance policy schedule reflecting the limit, excess, Insurers and renewal date **must** be submitted with the tender. **Failure to do so WILL result in disqualification.**

2.3. Bidders must obtain a quote, from a good and proper insurance company that will provide tailor made risk solution for the municipality related risk and have access to professional reinsurance market.

2.3.1. A summary of quotations **must** be included in the tender document. **Failure to do so WILL result in disqualification.**

2.3.2. Any other quotation obtained over and above the minimum required as per paragraph 2.3, must be retained and be available for reference and inspection by the officials of the Municipality if necessary.

2.4. Notwithstanding the aforementioned, the following documentation **must** also be submitted as part of the tender:

2.4.1. Proof of Insurers Solvency Margin

2.4.2. Letter of Authority

2.4.3. Company Registration Certificate

2.4.4. Ownership Certificate & Change of Name Certificate

2.4.5. Latest Audited Financial Statements (Broker **AND** Underwriter)

PLEASE NOTE: The tender will be regarded as non-responsive if any of the abovementioned original documents, or certified copies thereof, are not attached to the tender document.

2.5. A suitable local broker (sub agent) registered and licensed with FSB, **must** be appointed by successful bidder to assist and liaise on matters of claims lodge and reports and any other matter relevant to litigations/claims between successful bidder and the Municipality on a local level at cost to the successful bidder. The appointed local broker (sub agent) must be that they have a fully-fledged local office in Kouga area of jurisdiction. The local broker (sub agent) must call and attend to all our insurance matters twice a week and be available ad hoc.

2.6. The tenderer must submit a tender for **Full Insurance Cover** as per detailed schedules that are provided as part of the tender documents.

2.7. The Municipality reserves the right to accept alternative tenders. The Municipality is not bound to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof.

2.8. Unless otherwise specified, it is accepted that, in the case of every type of policy tendered for, the tenderer will be willing to underwrite any individual policy type at the premium tendered, without any other individual policies being awarded to him.

2.9. The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the Form of Tender and the annexures.

2.10. Tenderers must submit fully completed schedules of items for insurance cover together with each tender submitted, containing the detailed premium calculations for each class of insurance. It is compulsory that these calculations be submitted on a CD in a Microsoft Excel spreadsheet. Tenderers must ensure that the tender submission include a printed version of all the relevant schedules, duly signed off.

2.11. Any deviations, limitations or unfamiliar conditions in respect of each policy type must be clearly stipulated and highlighted in the tender submission.

2.12. The tenderer **must** disclose the insurer or consortium of insurers on each policy type.

2.13. The tenderer **must** submit the draft proposed Policy Documents on each policy type.

2.14. A detail description of the assets, amounts insured, et cetera, is furnished herewith according to information currently available. However, the Municipality reserves the right to adjust details in respect of final number, description and value of individual items for insurance cover, if necessary, at the final placement of the insurance.

2.15. The Municipality reserves the right to notify the tenderer of any adjustments, additions and or disposals during the period of the contract, for which the appropriate adjustments in premium payable / refundable must be effected.

2.16. Qualified tenders, contradicting any of the standard specifications, will be disregarded at the discretion of the Municipality.

3. SCOPE OF WORK

The scope of work will be as follows:

3.1. **Placement of the Municipality's Insurance Portfolio – Effective from date of appointment for a period of three years.**

The appointed Service Provider will be required to perform the following:

3.1.1. Assess the Municipality's insurance requirements as reflected in the Tender Specification;

3.1.2. Submit the Municipality's information with regard to the latest insurance statistics to the Insurance Underwriters;

3.1.3. Negotiate with the Insurance Underwriters on suitable insurance terms and premiums based on the quotations obtained by the Service Provider as set out in paragraph 2.3;

3.1.4. Attend insurance pre-placement meeting(s) with the Municipality to discuss the underwriting terms and premiums;

3.1.5. Advise the Municipality and provide quotations on additional insurance cover that might be necessary to take out to ensure that the Municipality's risk is minimized;

3.1.6. Place the Municipality's insurance portfolio with the Insurance Underwriters and provide the Municipality with written confirmation thereof together with details of the insurance cover placed.

3.2. **Underwriting Administration**

The appointed Service Provider will be required to perform the following:

3.2.1. Provide 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;

3.2.2 Meet with the Municipality's Officials whenever required by either party to discuss or 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.

3.3. **Claims Administration**

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

3.3.1. Administer all the Municipality's insurance claims which fall under the various categories of the insurance policies;

3.3.2. Administer all claims received by the Municipality from third party's claiming for personal injury or damage to their property. This includes liaising with the third parties on the Municipality's behalf;

3.3.3. Provide 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 it back to the Broker for another opinion or recommendation. The Municipality will under no circumstances communicate directly with the Underwriter regarding any aspects of a claim;

3.3.4. Submit monthly updated reports in respect of all of the Municipality's claims submitted, indicating the status of each claim;

3.3.5. Meet with the Municipality's relevant officials, individually or in groups, whenever required by either party to discuss or advice on insurance claims.

3.4. **Renewal / Placement of the Municipality's Insurance Portfolio – Effective from date of appointment for a period of three years.**

The appointed Service Provider will be required to perform the following before the start of each financial year:

3.4.1. Assess the Municipality's insurance requirements as reflected in the insurance policy;

3.4.2. Compile updated information for the Municipality with regard to the latest insurance statistics and submit this information to the Insurance Underwriters;

3.4.3. Negotiate with the Insurance Underwriters on suitable insurance terms and premiums based on the Municipality's existing insurance cover and updated claim experience;

3.4.4. Attend insurance pre-renewal meeting(s) as per dates set out by the Municipality to discuss the underwriting terms and premiums;

3.4.5. Advise the Municipality and provide quotations on additional insurance cover that could become necessary to be taken out to ensure that the Municipality's risk is minimized;

3.5. **Handling of Outstanding Claims**

3.5.1. The current Service Provider will remain responsible for the administration and finalization of all existing outstanding / open claims up until the expiry date of contract, including claims with date of loss up to the expiry of the current contract but only discovered and submitted on or after expiry of the current contact;

3.5.2. Public Liability claims are dealt with on a claims-made basis, therefore any Public Liability claims received up to expiry of the current contract will be dealt with by the current Service Provider. Retroactive cover for a year prior to the new policy need to be included to pick up claims not entered during previous policy period.

3.6. **Training of staff and active skills transfer / capacity building**

3.6.1. Provide daily assistance and guidance with administration of claims;

3.6.2. Provide daily assistance and guidance with general enquiries regarding insurance policy conditions and wordings;

3.6.3. Provide an annual briefing workshop to relevant municipal officials regarding the insurance policy conditions and wording, within 30 (thirty) working days after the Municipality's insurance portfolio has been placed in the insurance market;

3.6.4. Provide training sessions as and when required on insurance related matters.

4. REMUNERATION

Remuneration will be as follows:

4.1. The services of the successful tenderer will be for a contract of three years after date of appointment.
The Short Term Insurance Cover of the Municipality is due for placing effective from date of appointment (or as soon as possible thereafter) and then for renewal / re-structuring by the appointed Service Provider effective from date of appointment.

4.2. The Broker Fee and Underwriting Premium as detailed in the Pricing Schedule are payable monthly by the Municipality and will be paid on or before 7th of each month in respect of the fee for each respective period ending at the date of the contract of the following year.

5. PRICING REQUIREMENTS

5.1. Tender prices must be in ZAR Currency (Rand);

5.2. Tender rates must be submitted exclusive of VAT, but the final bid price submitted must include VAT;

5.3. The tenderer must use excess structure provided. Any other excess that are added must clearly indicated as per applicable column in the detailed tender schedules. In these instances where the amounts will not be tendered on any specific section, this should be stated clearly as such next to the particular line item;

5.4. **All Debit fees and any other administrative fees that will be payable, must be indicated as separate items in the Gross insurance premium tendered;**

5.5. Where extensions are granted free of charge, please state “free” in the premium column;

5.6. Where a line of cover or an extension is not tendered for, please state “No Tender” in the premium column;

5.7. The premium tendered must remain firm for a period of 12 months, thereafter the annual escalation rate of the premium for year 2 and 3 must not exceed CPI inflation rate as at 30 April of each year;

5.8. The annual renewal premium for the outer two years will be based on the escalated premiums quoted as per paragraph 5.7, subject to any additions and / or reductions required as per the updated information supplied by the Municipality.

6. FAILURE TO PERFORM

The following special conditions will apply:

6.1. If:

6.1.1. the tenderer should fail to arrange the short-term insurance with the insurer/consortium stated in the contract;

or

6.1.2. the Municipality should suffer damage as a result of the tenderer’s failure to perform,

6.1.3. it is agreed that the tenderer will pay to the Municipality the following amounts, in each case to be determined by the Municipal Manager, as liquidated damages and not as a penalty:

6.1.3.1. in the event of 6.1.1, an amount equal to any additional costs over and above the tender price incurred by the Municipality to arrange the short- term insurance in terms of the contract in a manner deemed fit by the Municipality, together with all costs and expenses involved.

or

6.1.3.2. in the event of 6.1.2, an amount not exceeding the actual damage sustained by the Municipality.

6.1.3.3. Persistent failure to meet turnaround times as stipulated in the SLA will result in punitive measures being instituted.

6.2. The Municipal Manager will also determine the manner in which and the time when such payment of additional costs or damages are to be paid to the Municipality and the decision of the Municipal Manager will be binding in each case.

6.3. The Municipality will have the right, without prejudice to the rights of the Municipality, to summarily sue the tenderer for any damage suffered by the Municipality as a result of breach of contract by the tenderer or failure as stated and to terminate the contract without any compensation to the tenderer in the following instances:

6.3.1. In the event of any breach of or failure by the tenderer to comply with any of the provisions of this contract;

6.3.2. In the event of an order, provisional or final, for the sequestration of the estate of the tenderer or, if an application is made for such order or, if the tenderer should make an application for the surrender of his estate or, if he should enter into, make or execute, a deed of settlement for, or compound or otherwise agree to such surrender of his estate for the benefit of his creditors or proposes to do so or,

where the tenderer is a company, make a decision or, where the court issues an order for the liquidation of such company; and

6.3.3. In the event of the tenderer or any person employed by the tenderer paying or offering to pay any amount of money by way of a commission or fee to any councilor or person in the employ of the Municipality or giving or attempting to give to any such councilor or person any gift or compensation.

7. DEDUCTIONS (EXCESS)

Deductions (Excess) are to be shown clearly, and will be compared with excess structure requested. If no excess is indicated on section or specific risk, the Municipality will accept that no deductible will apply and this may not be rectified afterwards.

8. ESTIMATED QUANTITIES REQUIRED

8.1. The values and amounts indicated in the tender document fairly represent the value of assets and / or cover required by the Municipality, but will inevitably be amended upon conclusion of the final contract as the Asset Register is continuously updated and new budgets considered.

8.2. These are the values to be applied for the purpose of this tender assessment, based on the assumption that the portfolio will remain unchanged.

9. DETAIL OF COVER

9.1. Following please find a schedule with the details of the cover required:

SECTION	INSURED AMOUNT
COMBINED: (Refer to 11.4 for insured property)	
Standard and Non-Standard Construction (Incl. Plant, Machinery & Equipment, contents)	**R1,260,725,622.59**
Claims Preparation Costs / Debris Removal / Professional Fees	R100,000
Accidental damage / Voltage Surge	R500,000
Escalation / Inflation 20%	R283,180,438
TOTAL	**R 1 544 506 061**
HOUSE OWNERS (refer to 11.4 for insured property)	

Standard Construction –(investment property)	R58,804,971.25
Non Standard Construction	None
Claims Preparation Costs	R100,000
Debris Removal / Professional Fees / Voltage surge	R50,000
Escalation 10%	R5,880,497
TOTAL	**R 64 835 468**
LOSS OF INCOME (BUSINESS INTERRUPTION)	12 month period
Water Sales	R54,153,794
Sewerage Sales	R37,394,729
Removal of Refuse	R27,697,125
other	R9,448,348
Electricity Sales	R323,208,563
Claims Preparation Costs	R100,000
Additional cost of working (% of total)	0.50%
TOTAL	**R 452 002 559**

OFFICE CONTENT	
Contents of Office(IT & Office Equip Finance Lease)	R14,934,663.02
Loss of Documents	R200,000
Burglary Extension / Debris removal	R100,000
Liability on Documents	R1,000,000
Claims Preparation Costs	R120,000
TOTAL	**R 16 354 663.02**
ACCOUNTS RECEIVABLE as at 31 Oct 2018	
Outstanding Debit Balances	R186,000,000
TOTAL	**R186,000,000**
BUSINESS ALL RISK	
General Specified Items (Mobile equipment, Traffic equipment, Fire fitting equipment, Maintenance equipment, etc.)	R3,410,116

Municipal Cell Phones(Employees)	R126, 822

Additional cost of working / Claims preparation cost	R50,000
TOTAL	**R 3 460 116**

THEFT	
First Loss basis of all Municipal building / Structures	R200,000
Damage to Buildings	R200,000
Claims preparation cost	R20,000
Property in the Open (Within Fenced Area)	R50,000
TOTAL	**R470,000**

GLASS	
General Limit	R50,000
Special replacement	included
TOTAL	**R50,000**
MONEY	
Major Limit all offices including caravan parks etc.	R1,000,000
Seasonal Increase 14 Dec to 18 Jan / Holiday period	R1,500,000
Cheque’s + Card Payments	R500,000
Personal Accident / Claims preparation cost/ Damage to safes	R50,000
Increased Limit Outside Safe	R100,000
TOTAL	**R3,150,000**
FEDILITY GUARANTEE	
Limit of Indemnity (number of Staff 1206 + 60 Contractual Employees)	R1,350,000
Claims Preparation Costs	R100,000
TOTAL	**R1,450,000**

GOODS IN TRANSIT (All Risk Basis)	
First Loss - own and other vehicles	R1,350,000

Debris Removal	R50,000
Fire Extinguishing Charges	R2,500
TOTAL	**R1,402,500**
PUBLIC LIABILITY CLAIMS MADE BASIS (refer to 11.4)	Annual aggregate
Limit of Indemnity (including festivals)	R200,000,000
Defamation/ Wrongful Arrest	R550,000
Legal Defense Cost	R 1 100 000
Spread of Fire	R 50 000 000
Aerodrome Liability	R 10 000 000
Directors and Officials	R3,000,000
Salaries and Wages (1206)	R272,802,000
Casual / Part time / Volunteers (140)	R855,000
Retroactive cover	**1 year**
TOTAL	**R538,307,000.00**
EMPLOYER'S LIABILITY	
Limit of Indemnity(Injury employees)	R5,000,000
TOTAL	**R5,000,000**
STATED BENEFITS (Council activities only)	
Councilors 24 Hours (2.5 X Annual Package) & Spouses	30 Councilors
PD (continental scale) / TD 104 weeks (R2,500 pw) / MC R10,000	Benefits included
Lifesavers, Shark Spotters Work related Activities Only	R855,000
Annual Earnings	R12,784,000
TOTAL	**R13,639,000**
PERSONAL ACCIDENT	
All Personnel, Activities Only	3 Times
PD (3 times) / TD 104 weeks (100%) / MC R10,000	Benefits included
Annual Earnings	R212,573,850
TOTAL	**R212,573,850**

VEHICLE FLEET (flat rate basis) Retail value as per register	**Comprehensive**

Sedans	**R2,155,105.21**
LDV'S +Canopies	**R11,168,030.71**
Commercial Vehicles(Trucks)	**R21,458,339.35**
Special type(Fire)	**R1,929,953.86**
Tractors	**R1,601,958.77**
Motor Cycles	**R15,000**
Other Vehicles	
- Marine	R210,000
- Trailers	R1,995,121.82
- Lawn Movers – 2 x Sit on	R50,000
- Water Craft	R216,513.96
Third Party / Passenger Liability	R3,500,000
Vehicle hire on all LDV's and sedans(30 Days = R600pd)	included
Contingent Liability for traffic officer	R3,500,000
TOTAL	**R9,261,635,.78**
ELECTRONIC EQUIPMENT	
Hardware Desktops/ UPS/ Modems and printers	R6,796,656.25
Laptops Municipal Employees	R2,095,620.84
Laptops Councilors'	R152,963
Reinstatement of Data / Additional Increased Cost of Working	R250,000
Claims preparation cost	R50,000
TOTAL	**R9,345,240.09**
MACHINERY BREAKDOWN	
Specified Machinery (Motor, Transformers, Pumps)	R78,774,049.45
Escalation 10%	R2,849,568
Additional Cost of working / Claims preparation cost	R300,000
Loss income as result of M.B. – 12 months	R286,362,357
TOTAL	**R 368 285 974.45**
SASRIA ADDITIONAL	

30 COUNCILORS PROPERTY	R13,000,000
TOTAL	**R13,000,000**

9.2. The detailed schedules will be included in electronic format as an MS Excel document, which may be completed electronically.

9.3. The electronic copy must be printed out and signed and dated and included with the bid submission and also submitted on a CD.

9.4. **<u>INSURED PROPERTY / LIABILITIES:</u>**
Combined section:
All building, structures, including outbuildings, lessees' loss and fixed appliances therein and upon, boundary and all other walls, gates, poles, workshops surrounding fences, jetties and public service connections, purification works, reservoirs and sewerage works, electric network, transformers, pumps and motors, contents of all buildings, structures, and in the open in fenced areas, robots, bridges, **causeways**, and for which we accept responsibility for e.g. MTN tower, wooden walkways, slipways **canals**, etc.
Excluded: Roads & land.

House owners:
All buildings (dwellings, residential units, hostels and flats), including all outbuildings, swimming pools, lessees' loss and fixed appliances therein and upon, boundary and other walls, gates, poles, fences and public service connections.

Office Content:
Loss of or damage to the contents, documents including landlord's fixtures and fittings the property of Kouga or for which they are responsible, property owned by any partner or director or Councilors or employee of the insured or any person on the business of the Council whether on a voluntary basis.

Municipal Liability included at 10% of sum insured
Spread of Fire including plantations
Product and Defective Workmanship
Legal Defense Cost
PI cover for Medical Officers and Lifesavers (beach guards)
Error and Omissions

10. VALIDITY

Tenders must be valid for a period of 120 days.

11. CLAIMS HISTORY

Following please find a schedule with the claims history of the Kouga Municipality for the past three financial years up to 31 May 2017:

	CLAIMS HISTORY			
Class of Insurance	**2014/15**	**2015/16**	**2016/17**	**2017/18**
Combined				

House owners				
Business Interruption				
Office contents				
Accounts receivable				

	CLAIMS HISTORY			
Class of Insurance	**2014/15**	**2015/2016**	**2016/17**	**2017/18**
Business All risk				
Theft				
Glass				
Money				
Fidelity Guarantee				
Goods in transit				
Public Liability				
Employer Liability				
Personal Accident				
Stated Benefits				
Vehicle Fleet				
Electronic section				
Machinery Breakdown				
Sasria				
Total Claims				

12. EXESS STRUCTURE APPLICABLE TO TENDER

EXCESS STRUCTURE	
1. PROPERTY DAMAGE 1.1 Fire or Allied Perils, Office Contents, Money Theft & Combined- Assets / Perils Unless Otherwise Stated - each and every loss 1.2 Theft & Combined – Assets / Material Damage Perils Unless otherwise stated in Separate sections below	= 5% of claim min R7,500
I) All Claims unless more specifically noted below – each and every loss	= 5% of Claim min R7,500, Max. R 25,000
ii) Power Stations & Power Station Distribution Assets - each and every loss	= R150 000 = R5,000
iii) Pole Transformers, steel lamppost, robots, meters and distribution boxes	= R250,000 - unless annual thermo graphic Inspection report and annually schedule and

iv) Transformers valued more than R1 million - each and every loss	completed maintenance, in which case, R50,0000
v) Transformers valued between R100,000 and R999,999 each and every claim vi) Transformer valued R99,999 or less – each and every claim vii) Unoccupied building for the first 4 weeks (in respect of Theft and Malicious damage only	= 10 % of Claim min R25 000 = R5 000 each and every loss = 20% Coinsurance plus R10,000 each and Every loss or series of losses within 72 hours arising from any one source or cause. = 5% of Claim Minimum R 2 500
vii) Council Residential buildings hostels and flats Employee Residential Buildings Burst Geyser Claims	= 5 % of Claim min R1,500 = 20% of claim min R1,000
1.3 THEFT: **1.3.1 Theft** **1.3.2 Theft of electrical cables from Linked Alarm or CCTV protected stores** **1.3.3 Theft of cables on drums from unprotected stores** **1.3.4 Theft of cables on drums other than from stores** **1.3.5 Theft of live cable**	= 10% of claim min R2,500 = 10% of claim min R 7,500 = 10% of claim min R 50,000 = 10% of claim min R7,500 = 10% of claim min R30,000
1.4 MISCELLANEOUS: 1.4.1 Subsidence and Landslip in respect of Residential Buildings	= 5% of loss min R 2, 500
1.5 MONEY 1.5.1 Crossed cheques 1.5.2 Any other loss (Excl Vendors) 1.5.3 Any other loss (Vendors) 1.5.4 Money in possession of employees	= R 2 500 all claims = R 2 500 all claims = R 2 500 all claims = R 2 500 all claims
1.6 ACCIDENTAL DAMAGE 1.6.1 Other - Accidental Damage 1.6.2 Any other loss of Damage 1.6.3 Equipment at vendor's premises	= R 2 500 all claims = R 2 500 all claims = R 2 500 all claims
1.7 GLASS 1.7.1 Internal and external glass	= 5% of claim min R2,500
2. BUSINESS INTERRUPTION: Flat Excess	= 7 Days
3. ACCOUNTS RECEIVABLE:	None

4. BUSINESS ALL RISK: 4.1 All equipment except Laptops and tablets 4.2 Laptops / Tablets / Portable Computer equipment (worldwide cover) **All Laptop / Tablet claims condition:** – loss or theft by disappearance of the property unless accompanied by forcible and violent entry to or exit from the insured premises / situation is deleted subject to an additional cumulative excess of R1,000	 = 5% of claim min R1,000 = 10% of claim min R1,500
5. FIDELITY GUARANTEE:	= 2% of insured amount or R40,000 whichever is the lesser plus 10% of the net amount payable after deduction of the amount payable above
6. GOODS IN TRANSIT:	= 10% of claim minimum R2,500 Max R25,000
7. PUBLIC LIABILITY: **Claim made basis** 7.1 Pot Holes, Open manholes, uneven sidewalks. 7.2 Pollution 7.3 All other liability claims 7.4 Professional Indemnity 7.5 Errors & Omission	 = General & tenants R20,000 = R50, 000 = R10, 000 = R20, 000 = 5% of claim min R5,000 / Max R10,000
8. EMPLOYER LIABILITY:	= R5,000
9. GROUP PERSONAL ACCIDENT & STATED BENEFITS 9.1 Medical 9.2 Disability	 =R450 7 day time exclusion
10. MOTOR FLEET: 10.1 Sedans & LDV Windscreen 10.2 Commercial Special Types Windscreen 10.3 Other vehicles, Small craft, marine and TP claims 10.4 Vehicle Theft	 = 5% of claim Min R3,000 = R750 flat = 7.5% of claim Min R5,500 = 10% of claim Min R10,000 = 25% of claim min R3,500 = 5% of claim Minimum R1,500 = 20% of value for all theft and hijacking losses unless a recognized tracking device is fitted and operational and the vehicle was lost from an area covered by the tracking / recovery in which case standard excess applies.
11. ELECTRONIC EQUIPMENT: 11.1 All equipment except Laptops and Tablets 11.2 Laptops / Tablets / Portable Equipment (world wide) **All Laptop / Tablet claims condition:** – loss or theft by disappearance of the property unless accompanied by forcible and violent entry to or exit from the insured premises / situation is deleted subject to an additional cumulative excess of R1,000	 = 5% of claim min R1,000 = 10% of claim min R1500
12. MACHINERY BREAKDOWN: 12.1 Mechanical Breakdown - Power Stations & Associated Distribution Centers 12.2 Other items mechanical breakdown – each and every loss 12.3 Electric Breakdown - Power Stations & Associated	 =R250,000 each and every loss items up to R50,000 = R2,000 items between R50,001 and R200,000 = R3,000 items between R200,001and R500,000 = R5,000 items over R500,000 = R7,500 = R250,000 each and every loss

Distribution Centers 12.4 Other items electrical breakdown – each and every loss 12.5 Business Interruption a.r.o.	items up to R50,000 = R2,000 items between R50,001 and R200,000 = R3,000 items between R200,001and R500,000 = R5,000 items over R500,000 = R7,500 7 Days exclusion

13. INSURANCE DEFINITIONS:

15.1 “Claim preparation cost” **(CPC)**
The purpose of a **claim preparation** clause is to indemnify the municipality in relation to reasonable **costs** it incurs in **preparing** and presenting a **claim. Cost** incurred by the Municipality or by the Municipality’s representative including Auditors, Accountants, Contractor, Lawyers, Consultants, Architects, Engineers or other such professionals in order to arrive at the loss payable under this policy in the event of a claim, limited to amount indicated on tender.

15.2 “Debris removal” **(DR)**
A debris removal clause is a provision on our property insurance for debris removal from our property limited to amount indicated on tender. The debris, however, must be caused by a loss specifically covered in terms of policy wording. Many types of debris might accrue on our property. For example, if a tree falls on our property, the resulting debris would include wood, leaves, and broken structural components of the building. If a fire starts in one of our buildings, it may result in charred furniture and other housing materials. The cost of removing this debris is usually separate from the cost to repair the property. This is where debris removal clauses come in. Without it, the municipality would have to clean the debris themselves or else pay someone out of pocket to complete the job.

15.3 “Professional fees” **(PF)**
Cost necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage limited to amount indicated on tender.
Typically professional fees involved can include:-
• Project manager
• Architect
• Quantity Surveyor
• Structural Engineer
• M&E Services
• Principal Designer

15.4 “Reinstatement of data” **(ROD)**
Costs and expenses necessarily and reasonably incurred by the municipality for the reconstitution or recompilation of data and/or programmes recorded on or stored in data-carrying media which are lost as a result of insured event in terms of wording, limited to amount indicated on tender.

15.5 “Additional Increase cost of working” **(AICOW)**
The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the municipality during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the insured.

15.6 “Accidental Damage” **(AD)**
Accidental physical loss of or damage to the municipal property at or about the premises not otherwise insured or for which insurance is available and described in terms of any section (other than Business All Risks) listed in the index of this policy.

15.7 “Voltage Surge” **(VS)**

Also called Voltage spike, power surge that occur when flow of electricity is interrupted and started again or something send electricity flowing back into the system from an internal or external source causing damage to equipment.

NOTICE 226 OF 2018

MANAGEMENT OF SHORT TERM INSURANCE FOR KOUGA MUNICIPALITY FOR A CONTRACT PERIOD OF THREE (3) YEARS

PRICING SCHEDULE

NOTE:

1. **Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.**
2. **In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each point.**
3. **All costs MUST be included in the bid price.**
4. **Document MUST be completed in non-erasable black ink.**
5. **NO correction fluid/tape may be used.**
6. **In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**

1. I / We ____

   (full name of Bidder) the undersigned in my capacity as ________________________________

   of the firm ____

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

2. It is further confirmed that the liability for payment of Assessor Fees, Skills Transfer / Capacity building will not be for the account of the Municipality.

NOTICE: 226/2018: MANAGEMENT OF SHORT TERM INSURANCE FOR KOUGA MUNICIPALITY FOR A CONTRACT PERIOD OF THREE (3) YEARS

PRICING SCHEDULE

Summary Pricing Schedule for Insurance Cover: Arrangement for Short Term Insurance Cover. As per all the following Sections and Schedules:									
Section	**Insured Amount**	**Tari ff**	**Premium**	**SASRI A**	**Total Monthly**	**Total Single Annual Premiu**	**Estimate Escalatio n %**	**Estimate Escalation % Year 3**	**Excess as indicated under**
COMBINED (as per Asset register)									
Standard / Non-Std Construction(Incl Plant, Machinery & Equipment)	R1,260,725,622.59								
CPC / DR / PF	R100,000								
AD / VS	R500,000								
20% Escalation / Inflation	R283,180,438								
	R1,544,506,060.59								
TOTAL									
HOUSE OWNERS (as per Asset register)									
Standard Construction	R58,804,971.25								
Non Standard Construction	none								
CPC	R100,000								
DR / PF / VS	R50,000								
Escalation / Inflation 10%	R5,880,497								
	R64,835,468.25								
TOTAL									
BUSINESS INTERRUPTION (REVENUE) as at 31 Oct 2018									
Water Sales	R54,153,794								
Sewerage Sales	R37,394,729								

Removal of Refuse	R27,697,125								
OTHER(EMF)	R9,448,348								
Electricity Sales	R323,208,563								
CPC	R100,000								
Addition cost of working 0.5%	R2,216,883								
Section	**Insured Amount**	**Tari ff**	**Premium**	**SASRI A**	**Total Monthly**	**Total Single Annual Premiu**	**Estimate Escalatio n %**	**Estimate Escalation % Year 3**	**Excess as indicated under**
	R454,219,442								
TOTAL									
OFFICE CONTENT									
Content of all offices	R14,934,663.02								
Loss of Documents	R 200,000								
Burglary / DR	R100,000								
Liability on Documents	R1,000,000								
CPC	R120,000								
	R16,354,663.02								
TOTAL									
ACCOUNTS RECEIVABLE as at 31 Oct 2018									
OUTSTANDING DEBIT BALANCE	R186,000,000								
	R186,000,000								
TOTAL									
BUSINESS ALL RISK (AS PER ASSET REGISTER)									
General specified item	R3,410,116								
Municipal Cell Phones(Employees)	R126,822								
CPC / ACOW	R50,000								
	R3,586,938								

Section	Insured Amount	Tariff	Premium	SASRIA	Total Monthly	Total Single Annual Premiu	Estimate Escalation %	Estimate Escalatio n %	Excess as indicated under
TOTAL									
THEFT FIRST LOSS BASIS									
ALL BUILDINGS & STRUCTRES	R200,000								
Damage to Buildings	R200,000								
CPC	R20,000								
Property in the open (Fenced Area)	R50,000								
	R470,000								
TOTAL									
GLASS									
General limit	R50,000								
Special replacement	included								
	R50,000								
TOTAL									
MONEY									
Major Limit	R1,000,000								
Seasonal Increase Holidays	R1,500,000								
Cheques/ & Card Payments	R500,000								
PA / CPC / Damage to safe	R50,000								
Increased Limit Outside Safe	R100,000								
	R3,150,000								
TOTAL									
FIDELITY GUARANTEE									
Limit of indemnity (number of staff 1206 + 60 Contractual Employees))	R1,350,000								
CPC	R100,000								
	R1,450,000								

TOTAL									
GOODS IN TRANSIT (ALL RISK BASIS)									
First loss – own and other vehicles	R1,350,000								
DR	R50,000								
Fire Extinguisher Charges	R5,000								
Section	**Insured Amount**	**Tariff**	**Premium**	**SASRIA**	**Total Monthly Premiu**	**Total Single Annual Premiu**	**Estimate Escalation % Year 2**	**Estimate Escalatio n % Year 3**	**Excess as indicated under**
	R1,405,000								
TOTAL									
PUBLIC LIABILITY (CLAIMS MADE BASIS)									
Limit of Indemnity	R200,000,000								
Defamation / Wrongful Arest	R550,000								
Legal defense Cost	R1,100,000								
Spread of Fire	R5,000,000								
Aerodrome Liability	R1,000,000								
Directors and Officials	R3,000,000								
Annual Salaries and wages (1206)	R272,802,000								
Casual / Part Time / Volunteers (140)	R855,000								
Retroactive cover	1 year								
	R484,307,00								
TOTAL									
EMPLOYER'S LIABILITY									
Limit of indemnity	R5,000,000								
	R5,000,000								
TOTAL									
STATED BENIFITS (COUNCIL ACTIVITIES ONLY) INCLUDING SPOUSES									

Councilors 24 Hours (2.5 X Annual)	30 Councilors								
PD / TD /MC	Benefits included								
Annual Earnings	**R12,784,000**								
TOTAL	**R12,784,000**								

Section	Insured Amount	Tariff	Premium	SASRIA	Total Monthly Premium	Total Single Annual Premium	Estimate Escalation % Year 2	Estimate Escalation % Year 3	Excess as indicated under specification
PERSONAL ACCIDENT									
All Personnel, Municipal Activities Only	3 Times								
PD / TD / MC	Benefits included								
60 Lifesavers & Shark Spotters	R855,000								
Annual Earnings (Full time Employees)	**R212,573,850**								
TOTAL									
VEHICLE FLEET (FLAT RATE BASE) AS PER ASSET REGISTER									
Sedans	R1,155,400								
LDV's	R11,124,937,59								
Commercial Vehicles	R4,347,147								
Special Types	R16,464,600								
Tractors	R1,899,358,77								
Motor Cycles	R2,250								
Other Vehicles									
- Marine	R210,000								
- Trailers	R2,425,621,82								

- Lawn Mowers: 2 x Sit On	R50,000								
- Road									
TOTAL	**R37,679,315.18**								
MACHINERY BREAKDOWN									
Specified Machinery	R78,774,049.45								
Escalation 10%	R7,977,404								
ACOW / CPC	R300,000								

Section	Insured Amount	Tariff	Premium	SASRIA	Total Monthly Premium	Total Single Annual Premium	Estimate Escalation % Year 2	Estimate Escalation % Year 3	Excess as indicated under specification 14
Loss of income as result of M.B. – 12	R286,362,357								
TOTAL	**R373,113,810**								
SASRIA COUNCILLORS PROPERTY									
30 CONCILLORS PROPERTY	R13,000,000								
TOTAL	**R13,000,000**								
TOTAL PREMIUM									

FORM OF OFFER AND ACCEPTANCE - COMPULSORY

NOTICE NO: 226/2018

MANAGEMENT OF SHORT TERM INSURANCE FOR KOUGA MUNICIPALITY FOR A CONTRACT PERIOD OF THREE (3) YEARS

1. I hereby undertake to render services/goods described in the attached bidding documents to Kouga Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: 226/2018** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Z

(i) Bidding documents, *viz*
- Invitation to bid;
- Tax clearance certificate / Tax compliance Status;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and
(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. **The offered total of the Prices for the Management of Short Term Insurance for Kouga Municipality for a period of three (3) years on page Fourthy Two to Fourthy Seven (42-47) inclusive of Value Added is correct.**

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …………………………

CAPACITY ……………………………

SIGNATURE ……………………………

NAME OF FIRM ……………………………

DATE ……………………………

WITNESSES

1 ……..…………………………….
.

ACCEPTANCE

TO BE COMPLETED BY THE ACCOUNTING OFFICER OF KOUGA MUNICIPALITY

By signing this part of the Form of Offer and Acceptance Kouga Municipality accepts the tender offer. This acceptance of this offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this document. By signing this form of offer and acceptance it constitutes a legal and binding contract between Kouga Municipality and the tenderer.

NAME (PRINT) …………………………

CAPACITY ……………………………

SIGNATURE ……………………………

WITNESSES

3 ……..…………………………….
.

.

DECLARATION OF INTEREST- COMPULSORY

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 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: ……………………………………………………………………………

3.2 Identity Number: ……………………………………………………………………

3.3 Position occupied in the Company (Director, trustee, shareholder)...................

3.4 Company Registration Number: …………………………………………………

3.5 Tax Reference Number: …………………………………………………………

3.6 VAT Registration Number: ………………………………………………………

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

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

3.8.1 If yes, furnish particulars...

....

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

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

....

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

3.9.1 If yes, furnish particulars.

………………………………………………………………

………………………………………………………………

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?

3.10.1 If yes, furnish particulars.

………………………………………………………………

………………………………………………………………

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

3.11.1 If yes, furnish particulars

…………………………………………………………….

…………………………………………………………….

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

3.12.1 If yes, furnish particulars.

………………………………………………………………

………………………………………………………………

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

3.13.1 If yes, furnish particulars.

………………………………………………………………

………………………………………………………………

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

3.14.1 If yes, furnish particulars.

....

....

....

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

Full Name	**Identity Number**	**State Employee Number (applicable of employed by government (state))**

…………………………………..   ……………………………………..

Signature   Date

……………………………   ……………………………………………......

Capacity   Name of Bidder

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

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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) **“proof of B-BBEE status level of contributor”** means:

- **1)** B-BBEE Status level certificate issued by an authorized body or person;
- **2)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- **3)** Any other requirement prescribed in terms of the B-BBEE Act;

(i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = …… (maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		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.

WITNESSES 1. …………………………………….. 2. …………………………………….	………………………………………. SIGNATURE(S) OF BIDDERS(S) DATE: …………………………………..

Compulsory Format for Sworn Affidavit – Only to be used by QSE's and EME's

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is _____________% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____________% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____________% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____________, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. 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.

5. 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 & stamp

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – COMPULSORY IF APPLICABLE

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x   is the imported content in Rand

y   is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_________________________________	_______%
_________________________________	_______%
_________________________________	_______%

3. Does any portion of the goods or services offered

have any imported content?

(*Tick applicable box*)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION – COMPULSORY IF APPLICABLE

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Institution):
....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …………………………….. (full names),

do hereby declare, in my capacity as ……………………………………… ………..

of ....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ______________________ **DATE:** ___________

WITNESS No. 1 ______________________ **DATE:** ___________

WITNESS No. 2 ______________________ **DATE:** ___________

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - COMPULSORY

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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

………………………………………... **…………………………..**

Signature **Date**

………………………………………. **…………………………………**

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION - COMPULSORY

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
a. take all reasonable steps to prevent such abuse;
b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NOTICE 226 OF 2018:
MANAGEMENT OF SHORT TERM INSURANCE FOR KOUGA MUNICIPALITY FOR A CONTRACT PERIOD OF THREE YEARS
(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________**KOUGA MUNICIPALITY**______________________

(Name of Municipality / Municipal Entity)

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

I certify, on behalf
of:____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

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

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

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

…………………………………………………	…………………………………
Signature	Date
…………………………………………………	…………………………………
Position	Name of Bidder

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

KOUGA MUNICIPALITY

Attach resolution re authority of signatory

AUTHORITY FOR SIGNATORY

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on ……………………

Mr/Ms ………………………………………………………………………………………

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

……………………………………………………………………………………………

……………………………………………………………………………………………

……………………………………………………………………………………………

SIGNED OF BEHALF OF COMPANY: ………………………………........................

IN HIS CAPACITY AS: ……………………………………………………………

SIGNATURE OF SIGNATORY: …………………………………………………

COMPANY STAMP:

INDEMNITY AGREEMENTS

SUPPLIER

“I ……………………………………………………… the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of deliveries and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person’s dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work”.

SIGNED: ………………………………………… DATE:………………………………………

WITNESS: ………………………………………… DATE: ……………………………………

WITNESS: …………………………………… DATE: ……………………………………

JOINT VENTURE DECLARATION

Only to be completed if applicable

Submit your Joint Venture Agreement together with this annexure.

Section 1:	**Name of each enterprise:**	____________________
	Address of each enterprise:	____________________
		____________________
		____________________
Section 2:	**VAT registration number(s), if any:**	
Section 3:	**CIDB registration number(s), if any:**	
Section 4:	**Has a original valid Tax Clearance Certificate been submitted by each enterprise?**	
	YES ☐	NO ☐

Section: 5 Percentage equity ownership by black persons (no franchise prior to elections).	%
Section: 6 Percentage equity ownership by women.	%
Section: 7 Percentage equity ownership by a person who has a disability.	%
Section: 8 Percentage of the contract value managed or executed by the HDI member.	%

SIGNED ON BEHALF OF TENDERER ____________________

KOUGA MUNICIPALITY

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

NB: A municipal billing certificate must be submitted. If the entity or rents / leases premises, a copy of the rental/lease agreement must be submitted with this tender. Please refer to Instruction Page 3 of this document.

Signature	**Position**	**Date**

<table>
<tr>
<td>
COMMISSIONER OF OATHS
Signed and sworn to before me at ______________________________, on this
_________day of ____ 20___

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: ____
Address: ____
Tel: ____
</td>
<td>
Apply official stamp of authority on this page:
</td>
</tr>
</table>

KOUGA MUNICIPALITY
NOTICE NO: 226/2018: MANAGEMENT OF SHORT TERM INSURANCE FOR KOUGA LOCAL MUNICIPALITY FOR A CONTRACT PERIOD OF THREE (3) YEARS

SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer must insert in the space provided below, a list of work (goods supplied) similar in nature to this Contract, completed by him/her during the past five years, or work presently being performed by his/her firm:-

Employer (Name, Tel No.)	Contact Person	Contact Telephone & E-mail	Value of Work	Year Completed

SIGNED OF BEHALF OF THE TENDERER: ....

KOUGA MUNICIPALITY SUPPLIER DATABASE INFORMATION – PLEASE COMPLETE IF NOT UPDATED OR LISTED ON MUNICIPAL SUPPLIER DATABASE

1. BUSINESS PARTICULARS:

1.1 Name of Business as registered with the Registrar of Companies / Close Corporations (Legal Name)

…………………………………………………………………………………………………

1.2 Name of business used for TRADING purposes, if different form 1.1 or name of business if business is not registered with the registrar (Trading Name)

…………………………………………………………………………………………………

1.3 Registration Number as registered with the Registrar of companies / close corporations (if applicable) **OR** identity number if sole proprietor

………………………………………………………………………………………………

1.4 Postal Address

…………………………………………………………………………………………………

…………………………………………………………………………………………………

…………………………………………………………………………………………………

Postal Code: ……………..

Physical Address

………………………………………………………………………………………………….

………………………………………………………………………………………………….

………………………………………………………………………………………………….

Postal Code:……………….

Telephone Number: (……….) ……………….. Fax No: (……….) ……………….……

E-mail Address

………………………………………………………………………………………………….

1.5 Contact Person for database and tenders

Contact name: ……………………………………………………………...

Cell Number: ……………………………………………………………….

Email address: ……………………………………………………………

Telephone: (………..) ………………………….

2. BANKING DETAILS - An original (signed and stamped) bank letter from the bank not older than three months, or an original cancelled cheque must be supplied. Also the account holder must match the trading name of the organization.

2.1 Name of banking institution: …………………………………………………………………

2.2 Branch Name: ………………………………………………………………………………

2.3 Branch Code: ………………………………………………………………………………

2.4 Town / City: ……………………………………………………………………………….

2.5 Banking account number: ……………………………………………………………………

2.6 Account type: ……………………………………………………………………………

2.7 Account Holder (Name under which account is operated)

………………………………………………………………………………………………

3. COMMODITIES AND SERVICE PROVIDED

In order to identify your organization as a potential service provider, types of commodities or services rendered have to be classified.

SECTOR CODE	**SECTOR**	**PLEASE TICK (√)**
SCM1	Agriculture	
SCM2	Mining and Quarrying	
SCM3	Manufacturing	
SCM4	Construction	
SCM5	Retail and Motor Trade	
SCM6	Catering, Accommodation	
SCM7	Transport and Storage	
SCM8	Finance and Business services	
SCM9	Repair /allied Services	
SCM10	Communications	
SCM11	Other trade	
SCM12	Community and Social Services	
SCM13	Personnel Services	

Please specify the appropriate commodity or service that your organization provides as well as the area of supply.

SERVICE	**AREA WHERE SERVICE CAN BE RENDERED**

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

PRODUCTS	**AREA WHERE PRODUCTS CAN BE SOLD**

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

4. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I / WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE SUPPLIER, CERTIFIES THAT THE INFOMRATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE ANNEXURE/S WITH ADDITIONAL INFORMATION, IS CORRECT AND ACCURATE AND ACKOWLEDGES THAT:

1. The supplier will be required to furnish documentary proof of the claims, if requested to do so.

2. If the information supplied is found to be incorrect then the KLM may, in addition to any remedies it may have:

   (i) Disqualify the supplier/ contractor for a particular tender/contract/project it may be considered for, or which had been awarded to the supplier / contractor;

(ii) Recover form the supplier / contractor all costs, losses or damages incurred or sustained by the KLM as a result of breach of the contract;

(iii) Cancel the contract and claim any damages which the KLM may suffer by having to make less favourable arrangements after such cancellation; and /or

(iv) De-register the supplier registered on the Supplier Database.

SIGNED ON THIS ……………. DAY OF …………….. 20…… AT ………………………….

…………………………………. **……………………………………………**

SIGNATURE OF AUTHORISED REPRESENTATIVE **NAME IN BLOCK LETTERS**

………………………………………………….

IN HIS/HER CAPACITY AS

ON BEHALF OF THE (SUPPLIER'S NAME) ………………………………………………………….

5. DECLARATION OF INTEREST

1. No application 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 submit a database application. In view of possible allegations of favouritism, should the resulting registration, award to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name: …………………………………………………………………………

3.2 Identity Number: ………………………………………………………………

3.3 Position occupied in the Company (Director, trustee, shareholder)..................

3.4 Company Registration Number: …………………………………………………

3.5 Tax Reference Number: ……………………………………………………………

3.6 VAT Registration Number: ………………………………………………………

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

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

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

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

3.8.1 If yes, furnish particulars

………………………………………………………………………………………………………

………………………………………………………………………………………………………

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

3.9.1 If yes, furnish particulars.

…………………………………………………………………

…………………………………………………………………

3.10. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars.

…………………………………………………………………

…………………………………………………………………

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

…………………………………………………………………

…………………………………………………………………

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

3.12.1 If yes, furnish particulars.

…………………………………………………………………

…………………………………………………………………

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

3.13.1 If yes, furnish particulars.

………………………………………………………………

………………………………………………………………

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

3.14.1 If yes, furnish particulars.

………

………

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

Full Name	**Identity Number**	**State Employee Number**

…………………………………….. ………………………………………..

Authoring Signature Date

……………………………......... ………………………………………….......

Full name Capacity

....

Witness Witness

Commisioner of Oaths

6. Undertaking

by

…………………………………………………………………..

(the "Supplier")

vis a vis the

Kouga Local Municipality

("KLM")

WITH THIS FORM PLEASE ATTACH A LATEST MUNICIPAL BILLING CERTIFICATE FOR THE BUSINESS PREMISES AND ALSO FOR ALL THE DIRECTORS, MEMBERS OR OWNERS OF THE BUSINESS. IF OFFICE PREMISES ARE BEING RENTED PLEASE ATTACH COPY OF LEASE AGREEMENT.

Whereas:

(a) the Supplier delivers or renders services to KLM;

(b) KLM is liable to pay the Supplier for goods delivered or services rendered; and

(c) the Supplier is liable **to pay KLM or relevant Local Authority** any due municipal rates and taxes or municipal service charges and any other indebtedness **owed by the Supplier to the KLM or relevant Local Authority.**

Now therefore the Supplier undertakes the following:

1. In the event of the Supplier being in arrears in respect of any municipal rates and taxes, municipal services charges, or any other indebtedness owed by the Supplier to the relevant Local Authority; which is / are due:

1.1 the Supplier shall make satisfactory and reasonable written settlement arrangements with the KLM or relevant Local Authority for the payment thereof; and

1.2 failing which, the KLM may set-off any such due indebtedness owed by the Supplier to the KLM from any amount owed by the KLM to the Supplier;

2. To co-operate with the KLM and to do all things and sign all such documents (and / or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this undertaking or any matter arising there from in accordance with its intent and purpose;

3. No extension of time or indulgence granted by the KLM shall be deemed in any way to affect, prejudice or derogate from its rights in any respect in terms of this undertaking, nor shall it in anyway be regarded as a waiver of the KLM's rights hereunder; and

4. The Supplier shall not be entitled to cede any of its right's nor delegate any of its obligations in terms of this undertaking to any other person without the prior written consent of the KLM.

Thus done and signed by the Supplier at ……………………………………… on ……………………………… 20 ………….

……………………………………… ………………………………..

(The Supplier) duly authorized Witness