



**TENDER NO.: SC 2188/2021**

**UNDERWRITING AND MANAGEMENT OF THE SHORT-TERM INSURANCE  
PORTFOLIO OF THE OVERSTRAND MUNICIPALITY FOR A CONTRACT PERIOD  
ENDING 30 JUNE 2024**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) (refer to page 49 - 64):</b>	

**MARCH 2021**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Overstrand Municipality  
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Mr. H Vorster**  
**Senior Manager:**  
**Expenditure and Assets**  
Tel. Number: **028 313 8046**

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**MBD 1 – INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND MUNICIPALITY

1. TENDER DETAILS					
TENDER NUMBER:	SC 2188/2021				
TENDER TITLE:	UNDERWRITING AND MANAGEMENT OF THE SHORT-TERM INSURANCE PORTFOLIO OF THE OVERSTRAND MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2024				
CLOSING DATE:	16 April 2021			CLOSING TIME:	12H00
SITE MEETING:	DATE:	n/a	TIME:	n/a	COMPULSORY:
					n/a
SITE MEETING ADDRESS:	n/a				
CIDB GRADING REQUIRED:	n/a	LEVEL AND CATEGORY:	n/a		
BID BOX NO:	3	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.			
OFFER TO BE VALID FOR AT LEAST:	90 DAYS		FROM THE CLOSING DATE OF BID.		
2. BIDDER'S DETAILS					
LEGAL NAME OF ORGANISATION					
TRADE NAME (if different from legal name)					
POSTAL ADDRESS					
STREET ADDRESS					
NAME OF CONTACT PERSON					
TELEPHONE NUMBER				CELL NUMBER	
E-MAIL ADDRESS					
COMPANY REGISTRATION NUMBER					
OVERSTRAND MUNICIPALITY SUPPLIER DATABASE REGISTRATION NUMBER					
3. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT UNIT					
CONTACT PERSON	L du Preez	TELEPHONE NUMBER	028 313 8147		
		Email address	<a href="mailto:ldupreez@overstrand.gov.za">ldupreez@overstrand.gov.za</a>		
CONTACT PERSON	J Aplon	TELEPHONE NUMBER	028 313 5021		
		Email address	<a href="mailto:japlon@overstrand.gov.za">japlon@overstrand.gov.za</a>		
TECHNICAL INFORMATION REGARDING THIS QUOTATION MAY BE OBTAINED FROM:					
CONTACT PERSON	H Vorster	TELEPHONE NUMBER	028 313 8046		
		Email address	<a href="mailto:hvorster@overstrand.gov.za">hvorster@overstrand.gov.za</a>		

**4. TAX COMPLIANCE REQUIREMENTS**

TAX CLEARANCE STATUS PIN	
TAX CLEARANCE EXPIRY DATE	
INCOME TAX NUMBER	
VAT REGISTRATION NUMBER	

a) Bidders must ensure compliance with their tax obligations.  
 b) 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.  
 c) 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](http://www.sars.gov.za)  
 d) Foreign suppliers must complete the pre-award questionnaire in part B.3.  
 e) Bidders may also submit a printed TCS certificate together with the bid.  
 f) In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.

Are you the accredited representative in South Africa for the goods /services /works offered? If yes, enclose proof	Yes		No	
Are you a foreign based supplier for the goods /services /works offered? If yes, answer the questions in par. 6 below.	Yes		No	

**5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

a) Is the entity a resident of the republic of South Africa (RSA)?	Yes		No	
b) Does the entity have a branch in the RSA?	Yes		No	
c) Does the entity have a permanent establishment in the RSA?	Yes		No	
d) Does the entity have any source of income in the RSA?	Yes		No	
e) 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.

**6. SUPPLIER DATABASE OF THE OVERSTRAND MUNICIPALITY**

a) Are you registered as a supplier/services provider on the Supplier Database of the Overstrand Municipality?	Yes		No	
b) If so, please provide you Supplier Database Registration number with the Overstrand Municipality				
c) If not, please note that you will be required to be registered on the Supplier Database of the Overstrand Municipality before any award can be made to you. Please find a copy of the Supplier Database Registration forms contained in this document.				

**PLEASE NOTE:**

1. Mailed, telegraphic or faxed bids will not be accepted.
2. Bids may only be submitted on the Bid Documentation provided by the Municipality (not to be re-typed).
3. Bids must be delivered by the stipulated time to the correct box and address. Late bids will not be accepted for consideration.
4. Tender box deposit slot is 28cm x 2.5cm.
5. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the National Treasury General Conditions of Contract (GCC) (2010) and, if applicable, any other special conditions of contract.

**7. CAPACITY UNDER WHICH THIS BID IS SIGNED**

NAME OF PERSON DULY AUTHORISED TO SIGN THIS OFFER	
SIGNATURE	
DATE	

**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**

## 2. CHECKLIST

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

1.	<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No
2.	<b>Tax Clearance Certificate</b> - Provide Tax Compliance Status PIN and Income Tax no. – <b>MBD 1</b>	Yes	No
3.	<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
4.	<b>MBD 5</b> - Is the form duly completed and signed?	Yes	No
5.	<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No
6.	<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
7.	<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
8.	<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes	No
9.	<b>MBD16</b> (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No
10.	<b>OHASA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No
11.	<b>Indemnity</b> - Is the form duly completed and signed?	Yes	No
12.	<b>Specifications</b> - Is the form duly completed and signed?	Yes	No
13.	<b>Schedule of Social Responsibility</b> - Is the form duly completed and signed?	Yes	No
14.	<b>Schedule of Work Experience of Tenderer</b> - Is the form duly completed and signed?	Yes	No
15.	<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No
16.	<b>MBD 7.2</b> (Contract form – Services) - Is the form duly completed and signed?	Yes	No
17.	<b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes	No

### 3. TENDER NOTICE & INVITATION TO TENDER

**TENDER NO. SC 2188/2021**

**UNDERWRITING AND MANAGEMENT OF THE SHORT-TERM INSURANCE PORTFOLIO OF THE OVERSTRAND MUNICIPALITY  
FOR A CONTRACT PERIOD ENDING 30 JUNE 2024**

Tenders are hereby invited for the **UNDERWRITING AND MANAGEMENT OF THE SHORT-TERM INSURANCE PORTFOLIO OF THE OVERSTRAND MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2024**.

Tender documents, in English, are obtainable from **Friday, 12 March 2021**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, 1 Magnolia Avenue, Hermanus from Ms Rita Neethling, between 08h30 and 15h30 upon payment of a **tender documentation fee of R207-00 per set**. Alternatively the document may be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za).

Sealed tenders, with "**Tender No. SC2188/2021: UNDERWRITING AND MANAGEMENT OF THE SHORT-TERM INSURANCE PORTFOLIO OF THE OVERSTRAND MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2024**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

The closing date and time of the tender is on **16 April 2021 at 12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration or as indicated by SCM personnel.

Please refer enquiries to **Mr. H Vorster** at e-mail: [jvorster@overstrand.gov.za](mailto:jvorster@overstrand.gov.za) and/or telephone number: **028 313 8046**.

All queries related to SCM and the issuing of the tender documents should be directed to Ms. R Neethling at e-mail address: [rneethling@overstrand.gov.za](mailto:rneethling@overstrand.gov.za) and/or telephone: 028 313 8064



## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

**4. AUTHORITY TO SIGN A BID**

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

1	Company (Pty) Ltd. & Ltd.		Please complete <b>section 1</b> below
2	Close Corporation (CC)		Please complete <b>section 2</b> below
3	Sole Proprietor		Please complete <b>section 3</b> below
4	Partnership		Please complete <b>section 4</b> below
5	Consortium, Club, Trust, etc.		Please complete <b>section 5</b> below
6	Joint Venture		Please complete <b>section 6</b> below

**1. COMPANIES - (PTY) LTD. & LTD.**

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



## 2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

### PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## 3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

**OR**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 4. PARTNERSHIP

We, the undersigned partners in the business trading as \_\_\_\_\_

hereby authorize Mr / Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

**The following particulars in respect of every partner must be furnished and signed by every partner:**

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_

(Name of entity) to act as lead consortium partner and further authorize Mr / Ms \_\_\_\_\_

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

**The following particulars in respect of each consortium member must be provided and must be signed by each member:**

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## 6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_

authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_,

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

### 1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

### 2. 2<sup>nd</sup> PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

### 3. 3<sup>rd</sup> PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

### 4. 4<sup>th</sup> PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**NOTE:** A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

## 5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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.
- 1.13 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.
- 1.14 "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.
- 1.15 "GCC" means the General Conditions of Contract.
- 1.16 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.17 "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.
- 1.18 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 "Project site" where applicable, means the place indicated in bidding documents.
- 1.22 "Purchaser" means the organization purchasing the goods.
- 1.23 "Republic" means the Republic of South Africa.
- 1.24 "SCC" means the Special Conditions of Contract.
- 1.25 "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.
- 1.26 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27 "Tort" means in breach of contract.
- 1.28 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### 2. APPLICATION

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

### 3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

INITIALS	
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**4. STANDARDS**

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

**5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. PATENT RIGHTS**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution

or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. PACKING**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

**10. DELIVERY**

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

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**11. INSURANCE**

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

**12. TRANSPORTATION**

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

**13. INCIDENTAL**

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

- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. SPARE PARTS**

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

- 14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2 in the event of termination of production of the spare parts:
  - 14.1.2.1 advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. WARRANTY**

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

**16. PAYMENT**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. PRICES**

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

**18. VARIATION ORDERS**

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

**19. ASSIGNMENT**

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

**20. SUBCONTRACTS**

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

**21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

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

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penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. PENALTIES

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

## 23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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.

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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

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

## 27. SETTLEMENT OF DISPUTES

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

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

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

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

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

27.4.2 the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## 28. LIMITATION OF LIABILITY

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

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

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

## 29. GOVERNING LANGUAGE

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

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

## 31. NOTICES

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

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

## 32. TAXES AND DUTIES

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

## 33. TRANSFER OF CONTRACTS

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

## 34. AMENDMENT OF CONTRACTS

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

## 35. PROHIBITION OF RESTRICTIVE PRACTICES.

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

36. *General Conditions of Contract (revised July 2010)*

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## 6. GENERAL CONDITIONS OF TENDER

### 1. GENERAL

- 1.1 All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
- 1.1.1 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.2 Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.2.1 The use of correction fluid / tape is prohibited.
- 1.3 Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be effected as follows:
  - 1.3.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling in the margin next to each and every alteration or correction.
  - 1.3.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.3.1 above, will be rejected.
- 1.4 Bids submitted must be complete in all respects.
  - 1.4.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  - 1.4.2 The bidder must ensure that his/her bid document is securely bound.
    - 1.4.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
    - 1.4.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submit loose pages (not securely attached to the bid document or annexure with supporting documents).
2. **PRICING**
  - 2.1 Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
  - 2.2 All prices shall be quoted in South African currency, and be **INCLUSIVE of Value Added Tax (VAT)**.
  - 2.3 Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
  - 2.4 All bid prices will be final and binding.
  - 2.5 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
  - 2.6 Where the value of an intended contract will exceed

R1,000,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

- 2.6.1 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Overstrand Municipality is 4140106396.
- 2.6.2 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment(s) will be allowed.

### 3. FORWARD EXCHANGE RATE COVER

- 3.1 In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2 The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3 If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

### 4. SUBMITTING A BID:

- 4.1 Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
  - 4.1.1 Any bid received without the **"Bid Number and / or Title"** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 4.2 The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 1 Magnolia Avenue, Hermanus.
- 4.3 A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4 The bid box deposit slot is 28cm x 2.5cm.
- 4.5 Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

### 5. BID OPENING

- 5.1 Bids shall be opened in public at the Hermanus Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2 Where practical, prices will be read out at the time of opening bids.
- 5.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the

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other bids received, which bid(s) can be returned to the bidder at his request and cost.

## 6. EVALUATION AND ADJUDICATION CRITERIA:

- 6.1 Relevant specifications;
- 6.2 Value for money;
- 6.3 Capacity and capability of bidders to execute the contract;
- 6.4 PPPFA & associated regulations; and
- 6.5 Any other objective criteria.

## 7. REQUIREMENTS OF A VALID BID:

- 7.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered and no further correspondence will be entered into with regard to the following matters:
  - 7.1.1 The tender has not been completed in non-erasable handwritten ink,
  - 7.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,
  - 7.1.3 Incomplete Pricing Schedule or Bill of Quantities,
  - 7.1.4 A Form of Offer not signed in non-erasable ink,
  - 7.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 7.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:
  - 7.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
  - 7.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
  - 7.2.3 To obtain the personal income tax number(s) from the recommended bidder;
  - 7.2.4 To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
  - 7.2.5 To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.
  - 7.2.6 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
  - 7.2.7 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
  - 7.2.7.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

## 8. TEST FOR RESPONSIVENESS:

- 8.1 A Bid will be considered non-responsive if:
  - 8.1.1 the bid is not in compliance with the specifications;
  - 8.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
  - 8.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 8.2 The Municipality reserves the right to accept or reject:

- 8.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
- 8.2.2 a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
- 8.2.3 the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 8.3 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

## 9. INCORRECT INFORMATION

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

## 10. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

- 10.1 When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.
- 10.2 When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

## 11. INVOICES

- 11.1 All invoices must be forwarded to the following address:  
Overstrand Municipality  
PO Box 20  
Hermanus, 7200

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**11.2 Legal requirements for invoices**

Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

**11.2.1 Ordinary invoice (not VAT Registered)**

- (a) The word '**INVOICE**' to be displayed in a prominent place
- (b) Official invoice number and date of transaction
- (c) Trade name, legal name, registration number (if any) and address of supplier
- (d) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- (e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- (f) Accurate description of goods and / or services supplied / provided.
- (g) Unit of measurement of goods or services supplied
- (h) Price

**11.2.2 VAT/Tax invoice (VAT registered)** an example of a valid Tax Invoice is attached as **Annexure C**.

- (a) Word '**TAX INVOICE**' to be displayed in a prominent place
- (b) Trade, legal name and registration number(if any) of supplier
- (c) Address and VAT number of supplier
- (d) The official invoice number and date of invoice
- (e) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- (f) The Municipality's name and postal address (PO Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- (g) Accurate description of goods and / or services supplied / provided.
- (h) Unit of measurement of goods or services supplied
- (i) Price and VAT amount

**12. PAYMENT TERMS**

- 12.1 It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 12.2 Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 12.3 In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**<sup>1</sup> on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

**13. PRECEDENCE OF TERMS AND CONDITIONS**

- 13.1 Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
  - 13.1.1 The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:
    - 13.1.1.1 Municipal Financial Management Act 56 of 2003
    - 13.1.1.2 Municipal Supply Chain Management Regulations
    - 13.1.1.3 Supply Chain Management policy
    - 13.1.1.4 Specifications of the bid document
    - 13.1.1.5 Special Conditions of Contract
    - 13.1.1.6 General Conditions of Contract
    - 13.1.1.7 Service Level Agreements/ Service Delivery Agreements
    - 13.1.1.8 Memorandum of Understanding/ Memorandum of Agreements

**<sup>1</sup> SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED** Micro enterprises are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.**AS FOLLOWS:**

**Survivalist enterprises** are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

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## 7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>2</sup>.
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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative										
3.2.	Identity number										
3.3.	Position occupied in the company (director, shareholder <sup>3</sup> etc.)										
3.4.	Company registration number										
3.5.	Tax reference number										
3.6.	VAT registration number										

3.7.	Are you presently in the service of the state?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.8.1.	If so, furnish particulars:				
3.9.	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	<input type="checkbox"/>	No	<input type="checkbox"/>
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.11.1.	If so, furnish particulars:				

<sup>2</sup> 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.

<sup>3</sup> "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.

3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes		No	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes		No	
3.13.1.	If so, furnish particulars:				
3.14.	Please provide the following information on <b>ALL</b> directors / shareholders / trustees /members below:				
full name and surname	identity number	personal income tax number	Provide State <sup>4</sup> employee number (Only to be completed if in the service of the State)		

## NB:

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

## 4. DECLARATION

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>4</sup> **MSCM Regulations: "in the service of the state" means to be –**

- a member of –
  - any municipal council;
  - any provincial legislature; or
  - the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or
- an employee of Parliament or a provincial legislature.


**8. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1. If yes, furnish particulars				
<b>CERTIFICATION</b>  I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.  I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE			DATE	
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				



## 9. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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:
  - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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

- 2.1. “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- 2.5. “**EME**” means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7. “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8. “**proof of B-BBEE status level of contributor**” means:
  - 2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;

- 2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. “QSE” means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act,
- 2.10. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing.

### 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:

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

Where:-

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid.

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 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:

5.1.1.	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1</b>	
5.1.2.	B-BBEE Status Level of Contributor	
5.1.3.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

- 5.2. (Points claimed in respect of paragraphs 5.1 and 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS, or an original sworn affidavit where applicable.)



**6. SUB-CONTRACTING**

6.1.	Will any portion of the contract be sub-contracted? (Tick applicable box)	Yes		No	
	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 sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017:				
	Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓		
a.	Black people				
b.	Black people who are youth				
c.	Black people who are women				
d.	Black people with disabilities				
e.	Black people living in rural or underdeveloped areas or townships				
f.	Cooperative owned by black people				
g.	Black people who are military veterans				
	OR				
h.	Any EME				
i.	Any QSE				

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1.	Name of company/firm		
7.2.	VAT registration number		
7.3.	Company registration number		
7.4.	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium	
		One person business / sole proprietor	
		Close Corporation (CC)	
		Company ((Pty) Ltd. / Ltd.)	
		Company (Ltd.)	
7.5.	Describe principal business activities		

7.6.	Company Classification (Tick applicable box)	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
7.7.	<b>Municipal information</b>		
i.	Municipality where business is situated		
ii.	Registered municipal account number		
iii.	Stand number		
7.8.	Total number of years the company/firm has been in business		

7.9. 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-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.4. 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 –
- disqualify the person from the bidding process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 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;
  - recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

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

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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)? <i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	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:		
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:		

**5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

## 12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).<sup>5</sup> Collusive bidding is a *per 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:
  - 3.1. take all reasonable steps to prevent such abuse;
- 3.2. 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
- 3.3. 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:

### CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

#### OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
  - 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. 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<sup>6</sup> 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:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>5</sup> 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.

<sup>6</sup> 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.

**13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**
**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Overstrand 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 bidder 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(s) / shareholder(s) / partner(s) / member(s), etc.:**

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

**PLEASE NOTE:**

- Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
- If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____,</p> <p>on this _____ day of _____ 20____</p> <p>by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Signature: _____</p> <p>Print _____ name: _____</p>	<p align="center"><b>Apply official stamp of authority on this page:</b></p>
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**14. MBD 16 – 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		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

## 15. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

### INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place

between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
<b>NOTE: A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.</b>	

### WRITTEN AGREEMENT

This is a written agreement between

**OVERSTRAND MUNICIPALITY**

And

\_\_\_\_\_  
(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, \_\_\_\_\_,

representing the MANDATARY do hereby acknowledge that \_\_\_\_\_

(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			
SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

<b>16. INDEMNITY</b>
----------------------

Given by (name of company) \_\_\_\_\_

of (registered address of company) \_\_\_\_\_

a company with limited liability registration number \_\_\_\_\_

registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by

(name of representative) \_\_\_\_\_

in his capacity as (designation) \_\_\_\_\_

of the contractor, and duly authorised by a resolution dated \_\_\_\_\_/20\_\_\_\_.

**WHEREAS** the contractor entered into a contract with the municipality dated \_\_\_\_\_/20\_\_\_\_.

**AND WHEREAS** the Municipality requires an indemnity from the contractor.

**NOW THEREFORE** the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	





## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**

## 17. SPECIFICATIONS

### 1. INTRODUCTION / BACKGROUND

- 1.1 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 contract period ending 30 June 2024.
- 1.2 The municipality serves an area that covers approximately 200 km of 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.
- 1.3 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."
- 1.4 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:
  - 1.4.1 Negotiate and place the Municipality's insurance portfolio with insurance underwriters and present the underwriting terms to the Municipality for acceptance each year;
  - 1.4.2 Administer the Municipality's short-term insurance portfolio; and
  - 1.4.3 Assess the Municipality's insurance cover and provide advice on adequate cover to be taken out.
- 1.5 The renewal of the insurance portfolio normally 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.
- 1.6 The current contract for a Short-term Insurance Intermediary will expire on 30 June 2021. The insurance portfolio will then be placed with the successful Bidder as from 01 July 2021.

### 2 SCOPE

The scope of work for the total period, over the three financial years, will be as follows:

- 2.1 Placement of the Municipality's Insurance Portfolio – Effective for first period up to 30 June 2022  
The appointed Service Provider will be required to perform the following:
  - 2.1.1 Assess the Municipality's insurance requirements as reflected in the Tender Specification;
  - 2.1.2 Submit the Municipality's information with regard to the latest insurance statistics to the proposed Insurance Underwriters;
  - 2.1.3 Negotiate with the Insurance Underwriters on suitable insurance terms and premiums based on the quotations obtained by the Service Provider in satisfaction of this tender;
  - 2.1.4 Attend insurance pre-placement meeting(s) with the Municipality to discuss the underwriting terms and premiums;
  - 2.1.5 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;
  - 2.1.6 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.
- 2.2 Underwriting Administration  
The appointed Service Provider will be required to perform the following:
  - 2.2.1 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;
- 2.2.2 Meet with the Municipality's Officials whenever required by either party to discuss and advise on insurance cover. The Service Provider's staff members required at these meetings will depend on the technicality of the issues to be discussed.

### 2.3 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:

- 2.3.1 Administer all the Municipality's insurance claims which fall under the various categories of the insurance policies;
- 2.3.2 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;**
- 2.3.3 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;**
- 2.3.4 Submit monthly updated reports in respect of all of the Municipality's claims submitted, indicating the status of each claim;
- 2.3.5 Meet with the Municipality's relevant officials, individually or in groups, whenever required by either party to discuss and advise on insurance claims.

### 2.4 Renewal / Placement of the Municipality's Insurance Portfolio – Effective from 01 July 2022 and 01 July 2023 respectively

The appointed Service Provider will be required to perform the following before the renewal in respect of each year:

- 2.4.1 Assess the Municipality's insurance requirements as reflected in the insurance policy;
- 2.4.2 Compile updated information for the Municipality with regard to the latest insurance statistics and submit this information to the Insurance Underwriters;
- 2.4.3 Negotiate with the Insurance Underwriters on suitable insurance terms and premiums based on the Municipality's existing insurance cover and updated asset register;
- 2.4.4 Attend insurance pre-renewal meeting(s) with the Municipality in May / June 2022 and in May / June 2023 respectively to discuss the underwriting terms and premiums;
- 2.4.5 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;
- 2.4.6 Renew the Municipality's insurance portfolio with the Insurance Underwriters by no later than 30 June 2022 and 30 June 2023 respectively and provide the Municipality with written confirmation thereof, together with details of the insurance cover placed by 30 June 2022 and 30 June 2023.

### 2.5 Handling of Outstanding Claims

- 2.5.1 The current Service Provider will remain responsible for the administration and finalisation of all existing outstanding / open claims as at 30 June 2021, including claims with date of loss up to 30 June 2021 but only discovered and submitted on or after 01 July 2021;
- 2.5.2 Public Liability claims are dealt with on a claims-made basis, therefore any Public Liability claims received up to 30 June 2021 will be dealt with by the current Service Provider. Public Liability claims received on or after the commencement date of the contract with the newly appointed Service Provider will be dealt with by the newly appointed Service Provider, even where the actual date of loss is before said date.

## 2.6 Training of staff and active skills transfer / capacity building

- 2.6.1 Provide daily assistance and guidance with administration of claims;
- 2.6.2 Provide daily assistance and guidance with general enquiries regarding insurance policy conditions and wordings;
- 2.6.3 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;
- 2.6.4 Provide training sessions as and when required on insurance related matters.

## 2.7 Detail of Cover Required

- 2.7.1 Following, please find a summary schedule of the cover required (refer to the detailed schedules attached to this document):

SECTION	INSURED AMOUNT
<b>ACCOUNTS RECEIVABLE</b>	
OUTSTANDING DEBIT BALANCES	R64,571,000
<b>Sub-total – Accounts Receivable</b>	<b>R64,571,000</b>
<b>BUSINESS ALL RISK</b>	
GENERAL SPECIFIED ITEMS	R20,829,071
<b>Sub-Total – Business All Risk</b>	<b>R20,829,071</b>
<b>COMBINED</b>	
STANDARD AND NON-STANDARD CONSTRUCTION	R3,798,572,773
<b>Sub-Total – Combined</b>	<b>R3,798,572,773</b>
<b>DIRECTORS AND OFFICIALS</b>	
LIMIT OF INDEMNITY	R5,000,000
<b>Sub-Total – Directors &amp; Officials</b>	<b>R5,000,000</b>
<b>ELECTRONIC EQUIPMENT</b>	
GENERAL SPECIFIED EQUIPMENT	R28,979,359
<b>Sub-Total – Electronic Equipment</b>	<b>R28,979,359</b>
<b>EMPLOYER'S LIABILITY (Workman's Comp)</b>	
LIMIT OF INDEMNITY	R25,000,000
<b>Sub-Total – Employer's Liability</b>	<b>R25,000,000</b>
<b>FIDELITY GUARANTEE</b>	
COVER REQUIRED	R1,596,750
<b>Sub-Total – Fidelity Guarantee</b>	<b>R1,596,750</b>
<b>GLASS</b>	
COVER REQUIRED	R232,000
<b>Sub-Total – Glass</b>	<b>R232,000</b>
<b>GOODS IN TRANSIT</b>	
COVER REQUIRED	R936,000
<b>Sub-Total – Goods in Transit</b>	<b>R936,000</b>
<b>HOUSE OWNERS</b>	
STANDARD AND NON-STANDARD CONSTRUCTION	R147,666,971
<b>Sub-Total – House Owners</b>	<b>R147,666,971</b>

SECTION	INSURED AMOUNT
<b>LOSS OF INCOME (BUSINESS INTERRUPTION)</b>	
ELECTRICITY SALES	R415,947,321
WATER SALES	R133,628,116
SEWERAGE SALES	R80,871,157
REMOVAL OF REFUSE	R69,102,023
LOSS OF RENTAL	R5,738,149
CLAIMS PREPARATION COSTS	R100,000
<b>Sub-Total – Loss of Income (Business Interruption)</b>	<b>R705,386,766</b>
<b>MACHINERY BREAKDOWN</b>	
SPECIFIED MACHINERY	R861,162,436
<b>Sub-Total – Machinery Breakdown</b>	<b>R861,162,436</b>
<b>MARINE</b>	
SPECIFIED VESSELS	R1,930,496
<b>Sub-Total – Marine</b>	<b>R1,930,496</b>
<b>MONEY</b>	
COVER REQUIRED	R5,033,750
<b>Sub-Total – Money</b>	<b>R5,033,750</b>
<b>OFFICE COMBINED</b>	
CONTENTS OF INSURED PROPERTY	R120,736,250
<b>Sub-Total – Office Combined</b>	<b>R120,736,250</b>
<b>PERSONAL ACCIDENT</b>	
COUNCILOR SPOUSES AND VOLUNTARY FIREMEN	R10,000,000
<b>Sub-Total – Personal Accident</b>	<b>R10,000,000</b>
<b>PUBLIC LIABILITY</b>	
LIMIT OF INDEMNITY	R53,250,000
<b>Sub-Total – Public Liability</b>	<b>R53,250,000</b>
<b>STATED BENEFIT (Riot, Civil Unrest, Strike or Public Disorder)</b>	
COUNCILOR LIFE, FIXED PROPERTY & VEHICLE	R20,350,000
<b>Sub-Total – Stated Benefit</b>	<b>R20,350,000</b>
<b>THEFT</b>	
COVER REQUIRED	R3,415,000
<b>Sub-Total – Theft</b>	<b>R3,415,000</b>
<b>VEHICLE FLEET</b>	
303 VEHICLES UP TO MAXIMUM R500,000	R49,551,375
67 VEHICLES OVER R500,000	R101,500,790
MOTOR THIRD PARTY LIABILITY	R2,000,000
<b>Sub-Total – Vehicle Fleet</b>	<b>R153,052,165</b>

2.7.2 The detailed schedules are included as part of the pricing schedule.

2.7.3 The detailed schedules must be signed and dated and included with the bid submission.

## 2.8 Claims History

Following please find a schedule with the claims history of the Overstrand Municipality for the past four and a half financial years up to 31 December 2020:

<u>Class of Insurance</u>	<u>1/7/2016 – 30/6/2017</u>		<u>1/7/2017 – 30/6/2018</u>		<u>1/7/2018 – 30/6/2019</u>		<u>1/7/2019 – 30/6/2020</u>		<u>1/7/2020 – 31/12/2020</u>	
	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Accounts Receivable	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Business All Risk	0	R 0.00	1	R 1'697.00	0	R 0.00	0	R 0.00	0	R 0.00
Combined	9	R 362'106.83	11	R 935'445.98	7	R 2'120'008.00	7	R 219'070.00	2	R 78'325.00
Directors & Officials	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Electronic Equipment	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Employer's Liability	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Fidelity Guarantee	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Glass	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Goods in Transit	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
House Owners	0	R 0.00	1	R 71'157.94	0	R 0.00	0	R 0.00	0	R 0.00
Loss of Income	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Machinery Breakdown	0	R 0.00	1	R 4'001.40	0	R 0.00	1	R 390'517.00	0	R 0.00
Marine	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Money	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Office Combined	0	R 0.00	0	R 0.00	0	R 0.00	2	R 29'228.00	0	R 0.00
Personal Accident	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00	0	R 0.00
Public Liability	2	R 98'892.01	1	R 19'713.83	0	R 0.00	0	R 0.00	0	R 0.00
Theft	3	R 35'146.59	8	R 169'199.59	0	R 0.00	1	R 80'000.00	0	R 0.00
Vehicle Fleet	16	R 724'521.02	9	R 295'101.62	5	R 45'842.00	22	R 228'096.00	14	R 58'360.00
<b>Total Claims</b>	<b>30</b>	<b>R 1'220'666.45</b>	<b>32</b>	<b>R 1'496'317.36</b>	<b>12</b>	<b>R 2'165'850.00</b>	<b>33</b>	<b>R 946'911.00</b>	<b>16</b>	<b>R 136'685.00</b>

## 2.9 Deductions (EXCESS)

Deductions (Excess) are to be shown clearly, otherwise the Municipality will accept that no deductible will apply and this may not be rectified afterwards.

## 2.10 Estimated Quantities Required

- 2.10.1 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.
- 2.10.2 These are the values to be applied for the purpose of this tender assessment, based on the assumption that the portfolio will remain unchanged.

## 3 GENERAL

### 3.1 Contract period

The contract period will commence on signing of the contract or 01 July 2021, whichever is last, and will end on 30 June 2024. The Short-Term Insurance Cover of the Municipality is due for placing effective from 01 July 2021 and then for renewal / re-structuring by the appointed Service Provider effective from 01 July 2022 and 01 July 2023

### 3.2 Validity period of tender

- 3.2.1 The tender/quotation must remain valid, irrevocable and open for acceptance for a period of 90 days after closing date.
- 3.2.2 The validity period of a bid may be extended by the Accounting Officer, or his/her delegate, prior to the expiry of the validity period indicated in the bid document.

### 3.3 Escalation

Escalation, based on reasonably anticipated industry-related CPI as at 30 April of each year, to a maximum of 6% per annum will be allowed on 01 July 2022 and 01 July 2023.

### 3.4 COIDA

The successful bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations and for the duration of the contract. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

## 4. SOCIAL RESPONSIBILITY

### 4.1 Social Responsibility Projects

- 4.4.1 As part of the tender conditions bidders must participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 4.3.3 below.
- 4.4.2 The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.
- 4.4.3 Tenders can propose the following socio-economic project practices for consideration or identify additional projects:
- 4.4.3.1 On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
- 4.4.3.2 Young women / mothers upliftment / leadership programme;
- 4.4.3.3 Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;

Signature		Name (print)	
Capacity		Date	
Name of firm			

- 4.4.3.4 Financial support / bursaries to previously disadvantaged youth;
- 4.4.3.5 Youth leadership and empowerment projects;
- 4.4.3.6 Early childhood development;
- 4.4.3.7 Projects can be in collaboration with Local Community Based Organisations (CBOs), Non-Government Organisation (NGOs) and relevant local institutions;
- 4.4.3.8 Business skills and enterprise support including mentoring of local enterprises; and Development of Parks and open spaces.

## 5. EVALUATION AND ADJUDICATION

- 5.1 Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules containing the detail information for inclusion on the insurance portfolio;
- 5.2 Both components of premiums and excess payments will be used for evaluation purposes, but the eventual award(s) will only be in respect of the premium component;
- 5.3 All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), Overstrand Municipality's SCM Policy and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations);
- 5.4 It must be noted that items may be awarded separately, where and if possible.
- 5.5 The estimated quantities will be used for evaluation purposes only and must not be seen as actual quantities to be awarded.

## 6. ELIGIBILITY CRITERIA

- 6.1 The evaluation of tenders will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further:

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.			Reference (Supporting documents attached)
		YES	NO	Comment	
6.1.1	The bidder must provide at least 3 contactable references of similar work completed.				
6.1.2	The tenderer must be a member of the Financial Intermediaries Association (F.I.A.). A certified copy of such membership certificate must be submitted with the tender				
6.1.3	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 certified copy of such certificate must be submitted with the tender				
6.1.4	The tenderer must have a minimum limit of R100, 000,000 (100 million rand) Professional Indemnity insurance. A certified copy of the insurance policy schedule reflecting the limit, excess, Insurers and renewal date must be submitted with the tender				

Signature		Name (print)	
Capacity		Date	
Name of firm			



6.1.5	The tenderer must have a minimum limit of R50, 000,000 (50 million rand) Fidelity Guarantee insurance. A certified copy of the insurance policy schedule reflecting the limit, excess, Insurers and renewal date must be submitted with the tender				
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6.2 Notwithstanding the aforementioned, the following documentation must also be submitted as part of the tender:

6.2.1 Proof of Insurers Solvency Margin;

6.2.2 Letter of Authority;

6.2.3 Company Registration Certificate;

6.2.4 Ownership Certificate & Change of Name Certificate;

6.2.5 Audited financial statements of the last 3 years for **both the Broker and the proposed Underwriter**.

## 7. FUNCTIONALITY CRITERIA

7.1 A tender will NOT be regarded as an acceptable / responsive tender if it fails to achieve the minimum qualifying score of 35 out of a maximum of 50, subject thereto that a sub-minimum of 60% is achieved for criteria 7.4.4;

7.2 Tenderers must ensure that all relevant information as required per the functionality criteria as set out in 7.4 below, has been submitted with the tender submission to ensure optimal scoring;

7.3 Tenders that have achieved the minimum qualifying score shall be evaluated further in terms of the preference point system;

7.4 The evaluation of tenders will be done in terms of compliance to the below-mentioned criteria and bidders can potentially score a total of 50 points for the following:

#	Criteria	Evaluation Criteria	Measurement	Points
7.4.1	Experience of the tenderer (enterprise) in years of operation as Short-Term Insurance Portfolio Manager / Broker	Experience as a Company	1 Point for every year of experience	10 (Max)
7.4.2	Track record of the tenderer (enterprise) with private sector clients (business / commercial)	Track record of the Company	1 Point for every private sector contract	10 (Max)
7.4.3	Track record of the tenderer (enterprise) with local government sector (Municipal)	Track record of the Company	1 Point for every local government contract	10 (Max)
7.4.4	Methodology and framework (Refer 7.5 below)	Poor Average Good Excellent	Score 6 Score 12 Score 16 Score 20	20 (Max)
	<b>Total</b>			<b>50</b>

Signature		Name (print)	
Capacity		Date	
Name of firm			

7.5 For Criteria 7.4.4 above, tenderers must submit a thorough methodology, with a framework, which shall be evaluated on services as indicated under the scope of works. The scoring on the methodology and framework, with a maximum of 20 points, will be as follows:

	Quality of Methodology and Framework
<b>Poor (Score = 6)</b>	The methodology and framework are poor and unlikely to satisfy the required objectives or requirements. The bidder has misunderstood the scope of work and does not deal with the critical aspects of the insurance portfolio.
<b>Average (Score = 12)</b>	The approach is too generic and not tailored to address specific objectives and requirements. It does not adequately deal with critical characteristics of the insurance portfolio.
<b>Good (Score = 16)</b>	The approach is specifically tailored to address specific objectives and requirements and is sufficiently flexible to accommodate changes that may be made to the portfolio.
<b>Excellent (Score = 20)</b>	Besides meeting the "Good" rating, the critical components are approached and dealt with in such a way that it indicates the bidder's exceptional knowledge of the industry.

Signature		Name (print)	
Capacity		Date	
Name of firm			

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## 8. TECHNICAL REQUIREMENTS

- 8.1 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. Tenderers must ensure that the tender submission and all the relevant schedules are duly signed off.
- 8.2 The tenderer must disclose the insurer or consortium of insurers on each policy type.
- 8.3 The tenderer must submit the draft proposed Policy Documents on each policy type.
- 8.4 The tenderer must submit a tender for **Full Insurance Cover** as per detailed schedules that are provided as part of the tender documents.
- 8.5 The tenderer may submit additional alternative tenders for **Partial Self Insurance** as per detailed schedules that are provided as part of the tender documents. The tenderer's proposal in this regard should be accompanied by a detailed summary of the relevant features of before-mentioned insurance structure.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the Form of Tender and the annexures.
- 8.10 Any deviations, limitations or unfamiliar conditions in respect of each policy type must be clearly stipulated and highlighted in the tender submission to enable the municipality to consider the impact thereof on the cover and the cost.
- 8.11 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.

## 9. INFORMATION TO BE PROVIDED BY THE BIDDER

### 9.1 Checklist of documentation to be submitted

No	Information required	Submitted	
		Yes	No
9.1.1	Completed Tender Form and Pricing Schedule		
9.1.2	Certified copy of Financial Intermediaries Association (FIA) membership certificate (refer Item 6.1.2)		
9.1.3	Certified copy of Financial Advisory and Intermediary Services (FAIS) Act compliancy certificate (refer Item 6.1.3)		
9.1.4	Certified copy of proof of Professional Indemnity Insurance Cover (refer Item 6.1.4)		
9.1.5	Certified copy of proof of Fidelity Guarantee insurance cover (refer Item 6.1.5)		

Signature		Name (print)	
Capacity		Date	
Name of firm			

No	Information required	Submitted	
		Yes	No
9.1.6	Documented proof of the Insurer's Solvency Margins (refer item 6.2.1)		
9.1.7	Signed Letter of Authority (refer Item 6.2.2)		
9.1.8	Certified copy of Company Registration Certificate (refer Item 6.2.3)		
9.1.9	Certified copy of Ownership / Change of Name Certificate (refer Item 6.2.4)		
9.1.10	Audited financial statements of the last 3 years for both the Broker and the proposed underwriter (refer Item 6.2.5)		
9.1.11	Draft proposed Policy Document(s) on each policy type, disclosing the insurer or consortium of insurers on each policy type (refer Items 8.2 and 8.3)		
9.1.12	Evidence of experience of the tenderer (enterprise) in years of operation as Short-Term Insurance Portfolio Manager / Broker (refer Items 7.4.1; 7.4.2 and 7.4.3)		
9.1.13	Referee contact details (refer Items 6.1.1; 7.4.2 and 7.4.3)		
9.1.14	Detailed service offering outlining proposed service rendering as Short-Term Insurance Portfolio Manager / Broker (refer Item 7.5)		

## 9.2 Special Conditions

The following special conditions will apply:

### 9.2.1 If:

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

Or

9.2.1.2 the Municipality should suffer damage as a result of the tenderer's failure to perform,

9.2.1.3 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:

9.2.1.3.1 in the event of 9.2.1.1, 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

9.2.1.3.2 In the event of 9.2.1.2, an amount not exceeding the actual damage sustained by the Municipality.

Signature		Name (print)	
Capacity		Date	
Name of firm			

- 9.2.2 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.
- 9.2.3 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:
- 9.2.3.1 In the event of any breach of or failure by the tenderer to comply with any of the provisions of this contract;
- 9.2.3.2 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
- 9.2.3.3 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 councillor or person in the employ of the Municipality or giving or attempting to give to any such councillor or person any gift or compensation.

### 9.3 Attachments

ANNEXURE A: Comprehensive list of Assets to be insured with insured value as at 31 December 2020.

Signature		Name (print)	
Capacity		Date	
Name of firm			

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### 18. SCHEDULE OF SOCIAL RESPONSIBILITY PROJECTS

1. As part of the tender conditions bidders must participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 3 below.
2. The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.
3. Tenders can propose the following socio-economic project practices for consideration or identify additional projects:
  - 3.1. On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
  - 3.2. Young women / mothers upliftment / leadership programme;
  - 3.3. Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;
  - 3.4. Financial support / bursaries to previously disadvantaged youth;
  - 3.5. Youth leadership and empowerment projects;
  - 3.6. Early childhood development;
  - 3.7. Projects can be in collaboration with Local Community Based Organisations (CBOs), Non-Government Organisation (NGOs) and relevant local institutions;
  - 3.8. Business skills and enterprise support including mentoring of local enterprises; and
  - 3.9. Development of Parks and open spaces.

We hereby certify that it is our intention to implement the following social responsibility project(s) within the Overstrand Municipal area during the duration of this contract:

#	Description of Project	Designated Group and Community to be benefitting	Proposed Schedule of Implementation	Estimated monetary value of project (Including VAT)
1.				
2.				

Signature		Name (print)	
Capacity		Date	
Name of firm			

#	Description of Project	Designated Group and Community to be benefitting	Proposed Schedule of Implementation	Estimated monetary value of project (Including VAT)
3.				
4.				
5.				

Number of pages attached to this page:

I, the undersigned, who warrants that I am duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

Signature		Name (print)	
Capacity		Date	
Name of firm			



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## 19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					

Attach more pages if necessary.

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



## 20. PRICING SCHEDULE

### NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
  - a. 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.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

I \_\_\_\_\_ / \_\_\_\_\_ We

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

of \_\_\_\_\_ the \_\_\_\_\_ firm

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

### PRICING SCHEDULE:

1. Tender prices must be in ZAR Currency (Rand);
2. Tender rates must be submitted exclusive of VAT, but the final bid price submitted must include VAT;
3. The tenderer must provide maximum amounts payable per line item, in respect of Excess Payments for each asset, as per applicable column in the detailed pricing schedules. In these instances where maximum amounts will not be tendered on any specific asset, this should be stated clearly as such next to the particular line item, and the applicable rate must then be stated for these exceptions;
4. All Brokers fees and any other administrative fees that will be payable, must be indicated as separate items in the Gross insurance premium tendered;
5. Where extensions are granted free of charge, please state "free" in the premium column;
6. Where a line of cover or an extension is not tendered for, please state "No Tender" in the premium column;
7. The liability for payment of Assessor Fees must be for the account of the tenderer in all instances, inclusive of alternative tenders.

- 
8. The premiums tendered in respect of YEAR 1 (2021/2022) for Comprehensive Insurance, SASRIA and Broker's Fee will be accepted as fixed on the schedules provided (Invoice for the first year must equal the quoted amount for YEAR 1. Additional assets to be insured will be provided and a separate invoice to be issued based on the rates provided in this quote). Thereafter the annual escalation in the Rand value of the premiums for YEAR 2 and 3 must not exceed the reasonably anticipated industry-related CPI as at 30 April of each year;
  9. The annual renewal premium for the outer two years will be based on the escalated premiums quoted as per paragraph 9.8, subject to any additions and / or reductions required as per the updated information supplied by the Municipality.
  10. The Broker Fee and Underwriting Premium as detailed in the Pricing Schedule are payable annually by the Municipality and will be paid by 1 July of each year in respect of the fee for each respective period being insured.
  11. The pricing schedule comprises of 2 (two) sections. Both sections must be completed and both Section 1 and Section 2 will be considered when the tender is evaluated.

1. **Section 1 – Insurance Premium quotation for the period 1 July 2021 to 30 June 2024.**

Following please find a summary schedule to be completed in respect of the quoted premium(s) as contained in the detailed schedules attached hereto. Each field must be completed (quote on all sections), even if the amount is R0.00. No notes on other pages will be taken into account during evaluation.

PRICING SCHEDULE					
	<u>Comprehensive Insurance Portfolio</u>	<u>Cover Needed</u>	<u>YEAR 1 01/07/2021 - 30/06/2022</u>	<u>YEAR 2 01/07/2022 - 30/06/2023</u>	<u>YEAR 3 01/07/2023 - 30/06/2024</u>
	<b>Policy Section</b>				
1.1	- Accounts Receivable	R64'571'000	R	R	R
1.2	- Business All Risk	R20'829'071	R	R	R
1.3	- Combined	R3'798'572'773	R	R	R
1.4	- Directors & Officials	R5'000'000	R	R	R
1.5	- Electronic Equipment	R28'979'359	R	R	R
1.6	- Employer's Liability	R25'000'000	R	R	R
1.7	- Fidelity Guarantee	R1'596'750	R	R	R
1.8	- Glass	R232'000	R	R	R
1.9	- Goods in Transit	R936'000	R	R	R
1.10	- House Owners	R147'666'971	R	R	R
1.11	- Loss of Income	R705'386'766	R	R	R
1.12	- Machinery Breakdown	R861'162'436	R	R	R
1.13	- Marine	R1'930'496	R	R	R
1.14	- Money	R5'033'750	R	R	R
1.15	- Office Combined	R120'736'250	R	R	R
1.16	- Personal Accident	R10'000'000	R	R	R
1.17	- Public Liability	R53'250'000	R	R	R
1.18	- Stated Benefits	R20'350'000	R	R	R
1.19	- Theft	R3'415'000	R	R	R
1.20	- Vehicle Fleet	R153'052'165	R	R	R
1.21	<b>Sub-Total – Comprehensive Insurance</b>		R	R	R
1.22	<b>SASRIA</b>		R	R	R
1.23	<b>Broker's Fee</b>		R	R	R
1.24	<b>Sub-Total per Year (Excl VAT)</b>		R	R	R
1.25	<b>VAT</b>		R	R	R
1.26	<b>SECTION 1 – Total per Year (Incl VAT)</b>		R	R	R

2. **Section 2 – Insurance Excesses applicable over 3 (three) year period 1 July 2021 to 30 June 2024.**

Important: The hypothetical claims in Section 2 below for each category is only used for evaluation purposes of excess amounts tendered and is no indication of possible claims. Prospective bidders must therefore apply the excess amounts included in their tender to the hypothetical claims which will then form part of the pricing schedule for evaluation purposes only. The total of Section 2 WILL NOT form part of the contract price.

<b>PRICING SCHEDULE (Continued)</b>						
	<b>Hypothetical Claims</b>			<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
	<b>Ave # per Year / R per Claim</b>		<b>Total per Year</b>			
	<b>#</b>	<b>Amount</b>		<b><u>1/7/2021 - 30/6/2022</u></b>	<b><u>1/7/2022 - 30/6/2023</u></b>	<b><u>1/7/2023 - 30/6/2024</u></b>
Business All Risk	2	R 5'500.00	R 11'000.00	R	R	R
Combined	11	R 94'000.00	R 188'000.00	R	R	R
Electronic Equipment	1	R 12'500.00	R 12'500.00	R	R	R
Glass	1	R 15'250.00	R 15'250.00	R	R	R
House Owners	1	R 71'250.00	R 71'250.00	R	R	R
Machinery Breakdown	1	R 197'250.00	R 197'250.00	R	R	R
Office Combined	1	R 14'750.00	R 14'750.00	R	R	R
Public Liability	2	R 39'250.00	R 78'500.00	R	R	R
Theft	3	R 18'750.00	R 56'250.00	R	R	R
Vehicle Fleet	19	R 22'250.00	R 422'750.00	R	R	R
<b>SECTION 2 – Total per Year</b>				<b>R</b>	<b>R</b>	<b>R</b>

### 3. Section 3 – Grand Totals

Add both Section 1 totals and Section 2 totals to obtain Grand Total

PRICING SCHEDULE			
<u>YEAR</u>	<u>Section 1 (Premium) (Incl VAT)</u>	<u>Section 2 (Excess)</u>	<u>GRAND TOTAL</u>
Year 1 (01/07/2021 – 30/06/2022)	R	R	R
Year 2 (01/07/2022 – 30/06/2023)	R	R	R
Year 3 (01/07/2023 – 30/06/2024)	R	R	R
<b>GRAND TOTAL (For evaluation purposes)</b>	<b>R</b>	<b>R</b>	<b>R</b>

**SUMMARY PRICING SCHEDULE FOR INSURANCE COVER:  
ARRANGEMENT FOR SHORT TERM INSURANCE COVER FOR A CONTRACT PERIOD ENDING 30 JUNE 2024  
AS PER ALL THE FOLLOWING SECTIONS AND SCHEDULES:**

SECTION	INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM	YEAR 1 PREMIUM (01/07/21– 30/06/22)	MAXIMUM EXCESS AMOUNT
<b>ACCOUNTS RECEIVABLE</b>							
- Outstanding Debit Balances	R64,471,000						
<b>Extensions</b>							
- Duplicate Records	No						
- Protections	No						
- Riot and Strike (other than RSA & Namibia)	No						
- Claims Preparation Costs	R100,000						
<b>TOTAL: ACCOUNTS RECEIVABLE</b>	<b>R64,571,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>BUSINESS ALL RISK</b>							
- All other specified items (excl Cameras & Laptops)	R11,246,794						
- Cameras and Binoculars	R279,767						
- Generators and Pumps	R451,524						
- Laptops	R3,039,457						
- Tablets	R820,587						
- Weed Eaters and Brush Cutters	R923,368						
- Compactors, Compressors, Pressure Washers	R494,057						
- Cellphones	R14,011						
- Lawnmowers, welding units& wrenches	R944,386						
- Detectors, meters, testers	R866,488						
- Grinder, saws & various tools	R568,214						
- Bicycles	R154,609						
- Survey equipment	R89,296						
- Various tools and containers	R797,513						
- Nedbank tokens	R31,500						
<b>Extensions</b>							
- Increase in Cost of Working	No						
- Sum Insured	R0						

Signature		Name (print)	
Capacity		Date	
Name of firm			



SECTION	INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM	YEAR 1 PREMIUM (01/07/21– 30/06/22)	MAXIMUM EXCESS AMOUNT
- Riot and Strike (other than RSA & Namibia)	No						
- Locks and Keys	R7,500						
- Claims Preparation Costs	R100,000						
<b>TOTAL: BUSINESS ALL RISK</b>	<b>R20,829,071</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>COMBINED</b>							
<b>Standard Constructed Buildings</b>							
- Buildings	R757,200,741						
- Contents	R86,183,269						
- Property Specific Insured	R22,052,452						
<b>Non-Standard Constructed Buildings</b>							
- Buildings	R15,944,747						
- Contents	R133,100						
- Property Specific Insured	R21,319,967						
<b>Stadiums, Sportsgrounds &amp; the like</b>							
- Buildings	R69,737,375						
- Contents	R6,627,541						
- Property Specific Insured	R157,760,223						
<b>Electrical Infrastructure incl Sub Stations, Mini Subs, transformers, switchgear and the like</b>							
- Property Specific Insured	R611,809,581						
<b>Water Network incl Reservoirs, pump stations, bore holes and the like</b>							
- Buildings	R6,423,585						
- Property Specific Insured (Civil)	R1,118,006,379						
- Property Specific Insured (Mechanical & Electrical)	R260,831,758						
<b>Sewerage &amp; Sanitation incl pump stations</b>							
- Property Specific Insured (Civil)	R264,358,428						
- Property Specific Insured (Mechanical & Electrical)	R189,705,700						
<b>Radio Networks incl transmitters, virtual fence, etc</b>							
- Buildings	R1,932,175						
- Property Specific Insured	R12,035,836						

Signature		Name (print)	
Capacity		Date	
Name of firm			

<b>Libraries</b>							
- Buildings	R70,604,626						
- Contents	R30,764,114						
<b>Solid Waste</b>							
- Buildings	R69,232,299						
- Property Specific Insured	R5,267,240						
<b>Fencing / Gates</b>							
- Buildings	R5,390,550						
- Property Specific Insured	R13,016,924						
<b>Cemeteries</b>							
- Building	R998,250						
- Contents	R28,413						
<b>Extensions</b>							
- Subsidence and Landslip	No						
- Sum Insured	R0						
- Motor Vehicles whilst parked at Insured	Yes						
- Sum Insured	R1,000,000						
- Riot and Strike (other than RSA & Namibia)	No						
- Leakage of Oils, Chemicals or other fluids	Yes						
- Wash Basins and Sanitary Ware	Yes						
- Thatch structures unless specifically insured	R100,000 max amount limit						
- Reasonable Precautions	R7,500						
- Claims Preparation Costs	R100,000						
<b>TOTAL: COMBINED</b>	<b>R3,798,572,773</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>DIRECTORS AND OFFICIALS</b>							
- Directors & Officers	R5,000,000						
- Special Excess Protection for non-executive Directors	R2,500,000						
<b>Extensions</b>							
- Assets & Liberty Extradition Expenses							
- Accredited Crisis Counselor and / or Tax Advisor	R750,000						

Signature		Name (print)	
Capacity		Date	
Name of firm			

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- Public Relations Consultants	R3,750,000						
- Assets & Liberty Personal Expenses	R3,750,000						
- Insolvency Hearing Cover	R0						
- Reputation Expenses	R3,750,000						
- Circumstance / Claim Mitigation Costs, Prosecution Costs and Professional Fees	15% of the limit of liability, max R5million						
- Emergency Costs	30% of the limit of liability						
- Company Crisis Loss	R1,500,000						
<b>TOTAL: DIRECTORS AND OFFICIALS</b>	<b>R5,000,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>ELECTRONIC EQUIPMENT</b>							
- Specified Equipment	R24,719,315						
- Tablets / I-pads	R3,039,457						
- Laptops	R820,587						
<b>Extensions</b>							
- Prevention of Access	Yes						
- Increase in Cost of Working	R150,000						
- Reconstruction of Data	R150,000						
- Incompatibility	Yes						
- Telkom Access Line	Yes						
- Utilities (Failure of Supply)	Yes						
- Riot and Strike (other than RSA & Namibia)	No						
- Claims Preparation Costs	R100,000						
<b>TOTAL: ELECTRONIC EQUIPMENT</b>	<b>R28,979,359</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>EMPLOYER'S LIABILITY (Workman's Comp)</b>							
- Limit of Indemnity	R25,000,000						
<b>TOTAL: EMPLOYER'S LIABILITY</b>	<b>R25,000,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	

Signature		Name (print)	
Capacity		Date	
Name of firm			



<b>FEDILITY GUARANTEE</b>							
- Limit any one period	R1,450,000						
<b>Extensions</b>							
- Retroactive Cover	R41,750						
- Superseded Policy	No						
- Reinstatement Amount	No						
- Cost of Recovery	R5,000						
- Claims Preparation Costs	R100,000						
<b>TOTAL: FEDILITY GUARANTEE</b>	<b>R1,596,750</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>GLASS</b>							
- All fixed internal / external glass at premises	R132,000						
<b>Extensions</b>							
- Riot and Strike (other than RSA & Namibia)	No						
- Claims Preparation Costs	R100,000						
<b>TOTAL: GLASS</b>	<b>R232,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>GOODS IN TRANSIT</b>							
- Load Limit	R825,000						
<b>Extensions</b>							
- Removal of Debris	R10,000						
- Fire Extinguishing Expense	R1,000						
- Claims Preparation Costs	R100,000						
<b>TOTAL: GOODS IN TRANSIT</b>	<b>R936,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>HOUSE OWNERS</b>							
- Standard Construction	R146,802,241						
- Non-Standard Construction	R724'730						
<b>Extensions</b>							
- Removal of Debris	R40,000						
- Claims Preparation Costs	R100,000						
<b>TOTAL: HOUSE OWNERS</b>	<b>R147,666,971</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	

Signature		Name (print)	
Capacity		Date	
Name of firm			

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<b>LOSS OF INCOME (Business Interruptions)</b>							
- Income Electricity	R415,947,321						
- Income Water	R133,628,116						
- Income Sewerage	R80,871,157						
- Income Refuse Removal	R69,102,023						
- Gross Rentals	R5,738,149						
<b>Extensions</b>							
- Specified suppliers / sub-contractors	Yes						
- Unspecified suppliers / sub-contractors	Yes						
- Specified Customers	Yes						
- Public Utilities	Yes						
- Claims Preparation Costs	R100,000						
<b>TOTAL: LOSS OF INCOME</b>	<b>R705,386,766</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>MACHINERY BREAKDOWN</b>							
- Specified Equipment	R861,062,436						
<b>Extensions</b>							
- Claims Preparation Costs	R100,000						
<b>TOTAL: MACHINERY BREAKDOWN</b>	<b>R861,162,436</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>MARINE</b>							
- Specified Vessels and Motors	R1,054,164						
- Specified Trailers	R468,512						
- Specified Equipment	R292,820						
<b>Extensions</b>							
- Wreckage Removal	R10,000						
- Loss of Keys	R5,000						
- Claims Preparation Costs	R100,000						
<b>TOTAL: MARINE</b>	<b>R1,930,496</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	

Signature		Name (print)	
Capacity		Date	
Name of firm			

<b>MONEY</b>							
- Loss of or Damage to crossed cheques, money, etc	R1,100,000						
- Major Limit	R399,000						
- Seasonal – 1 week every month	R3,400,000						
- Increased Limit Outside Safe	R15,000						
<b>Extensions</b>							
- Locks and Keys	R7,500						
- Reasonable Precautions	R0						
- Credit Cards	R0						
- Personal Accident (Assault)							
- Capital Sum	R10,000						
- Weekly Amount	R250						
- Medical Expenses	R2,000						
- Riot and Strike (other than RSA and Namibia)	No						
- Electronic Vending Machines	No						
- Claims Preparation Costs	R100,000						
<b>TOTAL: MONEY</b>	<b>R5,033,750</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	

Signature		Name (print)	
Capacity		Date	
Name of firm			

SECTION	INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM	YEAR 1 PREMIUM (01/07/21 – 30/06/22)	MAXIMUM EXCESS AMOUNT
<b>OFFICE COMBINED</b>							
- Contents of Insured Property	R96,075,000						
- Theft (Forcible & Violent entry or exit)	R24,018,750						
- Loss of Documents	R500,000						
- Increase in Cost of Working	R25,000						
<b>Extensions</b>							
- Subsidence and Landslip	No						
- Riot and Strike (other than RSA and Namibia)	No						
- Removal of Debris	R10,000						
- Leakage of Oils, Chemicals or other fluids	No						
- Locks and Keys	R7,500						
- Claims Preparation Costs	R100,000						
<b>TOTAL: OFFICE COMBINED</b>	<b>R120,736,250</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>PERSONAL ACCIDENT – 24 Hours</b>							
- Councilors – Council Activities Only	25						
- Councilors' Spouses – Council Activities Only	25						
- Voluntary Firemen – Council Activities Only	24						
<b>Benefits</b>							
- Death	R100,000						
- Permanent Disability	% of Death Benefit as specified for disability						
- Temporary Total Disablement	R750 per week, max 104 weeks						
- Medical Expenses	R10,000						
- Additional Death Benefit	R5,000						
- Relocation	R5,000						
- Repatriation	R5,000						
- Mobility	R5,000						
<b>Extensions</b>							
- War Risks	No						

Signature		Name (print)	
Capacity		Date	
Name of firm			



SECTION	INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM	YEAR 1 PREMIUM (01/07/21 – 30/06/22)	MAXIMUM EXCESS AMOUNT
- Claims Preparation Costs	R100,000						
- Maximum Limit any one life	R2,000,000						
- Maximum Limit any one event (accumulation limit)	R10,000,000						
<b>TOTAL: PERSONAL ACCIDENT</b>	<b>R10,000,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>PUBLIC LIABILITY</b>							
- Primary Policy Limit	R2,000,000						
- Umbrella Policy Limit	R23,000,000						
<b>Sub-Limits</b>							
- Wrongful Arrest and Defamation	R2,250,000						
- Errors and Omissions	R2,250,000						
- Products liability and defective workmanship	R2,250,000						
- Pedal Cycles	Market Value						
- Legal Defense Costs	R2,250,000						
- Professional liability i.r.o. Medical Practitioners and Medical officials	R2,250,000						
- Spread of Fire	R5,000,000						
- Municipal Police liability	R5,000,000						
- Sub-Limit use of firearms	R5,000,000						
- Sub-Limit wrongful arrest and defamation	R2,000,000						
<b>TOTAL: PUBLIC LIABILITY</b>	<b>R53,250,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>STATED BENEFITS</b>							
- Councilors (Riot, civil unrest, strike or public disorder)	25 Councilors						
<b>Benefits</b>							
- Death	2 x Annual Earnings						
- Permanent Disability	% of Death Benefit as specified for disability						
- Temporary Total Disablement	R750 per week, max 104 weeks						
- Primary Fixed Property	Maximum R1,500,000						
- Vehicle	Maximum R750,000						
<b>TOTAL: STATED BENEFITS</b>	<b>R20,350,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	

Signature		Name (print)	
Capacity		Date	
Name of firm			

SECTION	INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM	YEAR 1 PREMIUM (01/07/21 – 30/06/22)	MAXIMUM EXCESS AMOUNT
<b>THEFT</b>							
- First Loss Limit	R1,000,000						
<b>Extensions</b>							
- Property in the open (with fenced off area)	R2,200,000						
- Malicious Damage	R100,000						
- Reasonable Precautions	R7,500						
- Locks and Keys	R7,500						
- Claims Preparation Costs	R100,000						
<b>TOTAL: THEFT</b>	<b>R3,415,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>VEHICLE FLEET</b>							
<b>Motor Own Damage – Value up to R500,000 – Comprehensive</b>							
- Private Type cars & minibuses seating up to 16	42						
- Commercial Vehicles							
- LDVs	122						
- Trucks	42						
- Fire Engines	14						
- Mini busses	2						
- Tractors	18						
- Implements	3						
- Motor Cycles	3						
- Trailers	56						
- Special type vehicles (roadmarking & construction vehicles, machinery, refuse removal, waste compactors, etc)	1						
- High Value vehicles (first R500,000)	67						
<b>Extensions</b>							
- Wreckage removal	R10,000						
- Fire extinguishing expenses	R10,000						
- Medical expenses (per occupant)	R5,000						
- Loss of Keys	R5,000						

Signature		Name (print)	
Capacity		Date	
Name of firm			



SECTION	INSURED AMOUNT	TARIFF	PREMIUM	SASRIA	TOTAL MONTHLY PREMIUM	YEAR 1 PREMIUM (01/07/21 – 30/06/22)	MAXIMUM EXCESS AMOUNT
- Conveyance of Explosives	No						
- Claims Preparation Costs	R100,000						
<b>Sub-Total: Own Damage up to R500,000</b>	<b>R49,551,375</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>Motor Own Damage – Value over R500,000 – Comprehensive</b>	<b>67</b>						
<b>Sub-Total: Own Damage over R500,000</b>	<b>R100,000,790</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>Motor Third Party Liability</b>							
- Limit	R2,000,000						
- Number of Vehicles	370						
<b>Sub-Total: Motor Third Party Liability</b>	<b>R2,000,000</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>TOTAL: VEHICLE FLEET</b>			<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	
<b>GRAND TOTAL</b>			<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	

Signature		Name (print)	
Capacity		Date	
Name of firm			

## 21. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

### NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. 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.

### PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **SC2188/2021**, at the price(s) as per pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:  
 Bidding documents, viz
  - (a) Invitation to bid
  - (b) Tax clearance certificate
  - (c) Pricing schedule(s)
  - (d) Filled in task directive/proposal
  - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
  - (f) Declaration of interest
  - (g) Special Conditions of Contract; and
  - (h) General Conditions of Contract.
4. 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.
5. 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 fulfilment of this contract.
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 authorised to sign this contract.

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

Signature		Name (print)	
Capacity		Date	
Name of firm			

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (to be completed by OVERSTRAND MUNICIPALITY)**

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

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

## 22. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) 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.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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



## PART C – DATABASE REGISTRATION

<b>A</b>	If you are a bidder, <b>DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, <b>COMPLETE THIS SECTION</b>		
SCM DATABASE REGISTRATION NUMBER		<b>SC</b>	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

<b>B</b>	If you are a bidder, <b>NOT DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	Questionnaire For Preferential Procurement Policy
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction





## FOR OFFICE USE ONLY


<b>FORMS REMOVED &amp; HANDED TO DATABASE OFFICIAL</b>					
1	Database Registration Form	Yes		No	
2	Questionnaire For Preferential Procurement Policy	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
3	Declaration By Supplier	Yes		No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes		No	
5	Nature Of Operations, Products Or Services	Yes		No	
6	Credit Order Instruction	Yes		No	
7	Documents Required:				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
8.	<b>LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:</b>				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	<b>Removed</b>	<b>Checked</b>			
<b>Print Name</b>					
<b>Signature</b>					
<b>Date</b>					

DATABASE REGISTRATION FORM

VAT/BTW REG. NO: 4140106396

www.overstrand.gov.za

OM-C1

<b>HERMANUS</b> Magnoliastraat 1 Magnolia Street ☎ 20 7200 Tel. 028 313 8152 Faks/Fax. 086 533 9190		<b>HANGKLIP-KLEINMOND</b> 5de Laan 39 5th Avenue Privaatsak X3 Private Bag 7195 Tel. 028 271 8400 Faks/Fax. 028 271 4100				<b>STANFORD</b> Queen Victoriastraat 15 Queen Victoria Street ☎ 84 7210 Tel. 028 341 0640 Faks/Fax. 028 341 0445		<b>GANSBAAI</b> Hoofstraat Main Road ☎ 26 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241					
<b>KREDITEURE:</b> Registrasie op databasis ingevolge:		1. Wet op die Raamwerk vir Voorkeurverkrigingsbeleid, 2000 (Wet No. 5 van 2000) (Staat Kennisgewing No.97 van 03 Februarie 2000 – Staatskoerant No. 20854) 2. Voorkeurverkrigingsregulasies (No. R.725 van 10 Augustus 2001) uitgevaardig ingevolge bogemelde Wet (Staatskoerant No. 22549) 3. <b>Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003</b>											
<b>CREDITORS:</b> Registration on data base in terms of:		1. Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854) 2. Preferential Procurement Regulations (No. R.725 of 10 August 2001) promulgated in terms of abovementioned Act (Government Gazette No. 22549) 3. Local Government: Municipal Finance Management Act No. 56 Of 2003											
<b>ABANTU ENINAMATYALA KUBO:</b> Ubhaliso kuluhlu ngokwemiqathango:		1. Yobume benkqubo ekhethekileyo yokufumana Umthetho ongunombolo 5 ka-2000 (Isaziso sikaRhulumente esingunombolo 97 we-3 kaFebruwari 2000-lphepha-ndaba lombuso likaRhulumente unombolo 20854) 2. Imithetho yenkqubo ekhethekileyo yokufumana (Nombolo R725 ka-Agasti 2001) umthetho owaziswe ngokubhekiselele ngumthetho ongasentla (lphepha-ndaba lombuso likaRhulumente elingunombolo 22549) 3. <b>Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongunombolo 56 ka-2003</b>											
Handelsnaam van onderneming Trade name of enterprise Igama leshishini													
Posadres / Postal address Idilesi yeposi													
Plaasnaam/Besigheid straat adres / Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino													
Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlobo lwemisebenzi eyenziwayo necandelo													
Tipe onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlobo loshishino (Phawula ngo-X)		1	Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye	2	Vennootskap/ Partnership/ Uthelelwano	3	Openbare Sektor / Public Sector / Icandelo lomntu wonke	4	Maatskappy/Beslote Korporasie / Company /Close Corporation / Inkampani/mbumba evalekileyo	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itirasti, njl-njl.		
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)													
BTW nommer / VAT number/ inombolo ye-VAT													
Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.													
Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ungabhaliselanga nayiphi na into kwezi zingaphezulu, nika izizathu:													
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)													
<b>Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iinkukacha zomntu othatha uxanduva okanye zomnini</b>													
Van / Surname / Ifani													
Voornaam / First name / Amagama													
Hoedanigheid / Designation / Ubume emsebenzini													
<b>Besonderhede van skakelbeampte / Particulars of liaison officer / Iinkukacha zomntu womanyano (Umntu onika iimbuyiselo)</b>													
Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani													
Hoedanigheid/Designation/Ubume omsebenzi													
Selfoon / Cell phone / Iselfoni													
Telefoon nr./Telephone no. /inombolo yefoni													
Faksnr. / Fax no. / Inombolo yeFeksi													
e-pos adres / e-mail address / I-meyile													
Meld taalvoorkeur / Indicate language preference		Afrikaans				English							
Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndxela ukuba incukacha ezinikiweyo apha ziyinyaniso kwaye zilungile.													
Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Utyikityo lomntu othathela uxanduva le ngxelo.													
Naam / Name / Igama		Hoedanigheid / Designation / Ubume emsebenzini				Datum / Date / Umhla							

PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY

## PREFERENTIAL PROCUREMENT REGULATIONS 2017

## 1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 1.1 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

- 1.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 1.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 1.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 2 BID DECLARATION

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

2.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
2.1.1.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
2.1.1.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

*(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).*

3	Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	In/Ngaphakathi Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina
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**DECLARATION BY SUPPLIER**

1.	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.			
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:			
	(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;			
	(ii) been convicted for fraud or corruption during the past five years;			
	(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;			
	(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or			
	(v) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			

<b>3.10</b>	Is the supplier 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)?	YES		NO	
<b>3.10.1</b>	<b>If so, furnish particulars.</b>				
<b>3.11</b>	Was the supplier 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	
<b>3.11.1</b>	<b>If so, furnish particulars.</b>				
<b>3.12</b>	Does the supplier 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	
<b>3.12.1</b>	<b>If so, furnish particulars.</b>				
<b>3.13</b>	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES		NO	
<b>3.13.1</b>	<b>If so, furnish particulars.</b>				

**CERTIFICATION**

I, the undersigned, \_\_\_\_\_, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

<b>Signature</b>	<b>Position</b>	<b>Date</b>

\* 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.

**COMMISSIONER OF OATHS**

Signed and sworn to before me at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**COMMISSIONER OF OATHS:-**

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

**Apply official stamp of authority on this page:**

**ETHICS COMMITMENT FOR SUPPLIERS OF THE OVERSTRAND LOCAL MUNICIPALITY**

**In our dealings with the Overstrand Local Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not improperly try to influence any municipal official or decision; We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks); We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in B-BBEE fronting).
- We will ensure and take accountability to keep our database records up to date, avoiding misrepresentation.
- We will ensure to comply with legislative requirements applicable.
- We will inform the Overstrand of any unethical behaviour known, either from other suppliers or Overstrand officials, supported by the protection of our Whistle Blowing policy.
- We will contribute by all means necessary, in building a positive ethical culture in the Overstrand.

**This is our commitment to help build an ethical Overstrand.**

**Name of Company:**

**Name of authorised person:**

**Signature:**

**Date:**

**Please provide the following information on ALL directors / shareholders / trustees / members below:**

Full Name and Surname	Full Name and Surname	Full Name and Surname	Full Name and Surname

### MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY** (To be signed in the presence of a Commissioner of Oaths)

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY** (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 Overstrand 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:** Please attach certified copy(ies) of ID document(s)

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

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p align="center"><b>Apply official stamp of authority on this page:</b></p>
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## National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture  11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying  21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing  30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water  41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction  50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services  58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services  62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade  64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications  71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services  81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services  91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	



**NATURE OF OPERATIONS, PRODUCTS OR SERVICES**

Please list the products/services provided by your enterprise under the appropriate headings.

Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box ✓ and (i.e. nature of operations, products or services):

<b>PRIMARY FUNCTION:</b>		<b>SECONDARY FUNCTION:</b>	
<b>PRODUCTS</b>		<b>PRODUCTS</b>	
<b>SERVICES</b>		<b>SERVICES</b>	
<b>LABOUR</b>		<b>LABOUR</b>	
<b>EQUIPMENT</b>		<b>EQUIPMENT</b>	

**KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI**

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala waseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:	
Naam / Name / Igama	
Adres / Address / Idilesi	

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:	
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI	
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI	
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI	
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE	
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI	

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti yokugqithisela	3 =	Soaarrekening Savings Account I-akhawunti vemali eqciniweyo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =	(Nie in gebruik) (Not in use) Avisetvenziswa	6 =	Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer.	I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.	Mna/Thina sicela/sigunyazisa uMasipala waseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu.
Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling.	I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.	Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkukacha zentlawulo.
Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregisteerde pos.	I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.	Ndi/Siya kumazisa umasipala xa iinkukacha zebhanki yam/zethu zitshintshile kwaye ndiza/siza kubanika isaziso seentsuku ezingama-30 ndisi/sisthumele ngeleta erejistarishiweyo.

GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO			
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI			
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI		DATUM / DATE / UMHILA	

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
<p>I/WE HEREBY CERTIFY THAT THE DETAILS OF OUR CLIENTS BANK ACCOUNT AS INDICATED ON THE CREDIT ORDER INSTRUCTION IS CORRECT:</p>  <p>_____ NAME &amp; SURNAME OF BANK OFFICIAL (PRINT NAME)</p>  <p>_____ SIGNATURE OF A BANK OFFICIAL</p>	<p>OFFICIAL DATE STAMP OF BANKING INSTITUTION</p>

**DOCUMENTS REQUIRED**

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer's Board	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Is Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

**FOR OFFICE USE ONLY:**

<b>BUSINESS NAME</b>			
<b>DATE RECEIVED</b>		<b>DATE CAPTURED</b>	
<b>ACCEPTED</b>			
<b>DATABASE REGISTRATION NUMBER</b>			