

KAROO HOOGLAND MUNICIPALITY



TENDER DOCUMENT NUMBER KHM T 001/05/2021

TENDERS ARE INVITED FOR THE PROVISION AND ADMINISTRATION OF SHORT TERM INSURANCE FOR KAROO HOOGLAND MUNICIPALITY FOR A PERIOD OF TWO YEARS AND NINE MONTHS (TOTAL OF 33 MONTHS)

CLOSING DATE: Thursday, 2 September 2021 CLOSING TIME: 12H00

ENQUIRIES: Mr. SJ van Schalkwyk

Mulder Street, Williston, 8920
(053) 3913 003
k.vanschalkwyk@karoohoogland.gov.za

NAME OF BIDDING COMPANY:

CONTACT PERSON (*FULL NAMES*):

TEL NO: (.....) CELL:

FAX NO: (.....)

SIGNATURE OF TENDERER:

INDEX

NO.	DESCRIPTION	PAGE NUMBERS
1	Advertisement	3
2	Invitation to Bid	4
3	Details of Tenderer	5
4	Details of Tendering Entity's Bank	6
5	Resolution taken by the Board of Directors / Members / Partners	7
6	Resolution taken by the Board of Directors of a Consortium or Joint Venture	8
7	Joint Venture Information / Agreement	10
8	General Conditions of Contract	11
9	Specific Conditions of Contract + Annexure C at the end	21
10	Schedule 1: Specification of Products Offered	51
11	Schedule 2: Tax Clearance Certificate (MBD 2)	
12	Schedules 3: Determination of Fees / Pricing Schedule (MBD 3.1)	
13	Schedule 4: Declaration of Interest (MBD 4)	
14	Schedule 5: Preference Points Claim Form (MBD 6.1)	
15	Schedule 6: Company Profile	
16	Schedule 7: Certificate for Municipal Services	
17	Schedule 8: Details of Similar Previous Contracts awarded to the Company	
18	The Tender Offer	
19	MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	
20	MBD9 – Certificate of Independent Bid Determination	
21	Annexure A – Company Composition	
22	Annexure B – Details of Company Corporate Social Investment (CSI's)	
23	ANNEXURE C – Separate Attachment	

KAROO HOOGLAND MUNICIPALITY
TENDER NO. KHM T 001/05/2021

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the:

PROVISION AND ADMINISTRATION OF SHORT TERM INSURANCE FOR KAROO HOOGLAND MUNICIPALITY FOR A PERIOD OF TWO YEARS AND NINE MONTHS (TOTAL OF 33 MONTHS)

Completed tenders in a sealed envelope, clearly marked:

Tender No KHM T 001/05/2021 AND BID TITLE : PROVISION AND ADMINISTRATION OF SHORT TERM INSURANCE FOR KAROO HOOGLAND MUNICIPALITY FOR A PERIOD OF TWO YEARS AND NINE MONTHS (TOTAL OF 33 MONTHS) must be placed in the tender box at the Karoo Hoogland Municipality, Supply Chain Management Unit, 7 Mulder Street, WILLISTON, 8920 by no later than **12:00** on **Thursday, 2 September 2021**. Tenders will be opened on the same day in the Municipal Board Room (Williston, Herbst street opposite the Library) at 12:10. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted. All tenders to ensure that they complete the Tender Submission Register which will be mounted on the tender box.

Tender documents together with Schedules will be available from 13 August 2021 per email at a non-refundable deposit of **R 500 (Vat incl)** each Tel nr 053 3913 003 (rather send emails as personnel are working from home), e-mail: k.vanschalkwyk@karoohoogland.gov.za The Tender documents can be emailed. The proof of payment for the Tender documents must be included in the tender submission documents as part of the compulsory documents. Payments should be made beforehand and confirmation of payment provided per email. Bank details are as follow: Karoo Hoogland Municipality, Standard Bank, Account Number 083212442, Branch Number 051008, Reference : Tenderer Company Name. Proof of payment should be e-mail to Supply Chain Management c.erasmus@karoohoogland.gov.za **and** k.vanschalkwyk@karoohoogland.gov.za

Queries relating to the tender may be addressed to Mr SJ van Schalkwyk, e-mail: k.vanschalkwyk@karoohoogland.gov.za

Tenders will be evaluated and adjudicated in terms of the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017 and the Karoo Hoogland Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

A Compulsory Virtual Clarification Meeting for all Bidders will be held on 19 August 2021 (Thursday) at 10:00am, per MS Teams. Please request your link to this meeting on or before 18 August 2021 at 14:00 from Adrian Haas on a.haas@karoohoogland.gov.za . Proof of payment should also be submitted to a.haas@karoohoogland.gov.za. Proof of attendance of this virtual meeting must also form part of your tender submission documents.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender. If after 90 days no appointment has been made by die Municipality, the tender is cancelled automatically. **Tender documents submitted must be valid for 90 days.**

Important note: a valid original tax clearance certificate or tax compliance status verification pin and certified copies of directors and owners identities must be submitted with the documentation. All tenderers that take part in the tender process must be registered on the Central Supplier Database (CSD) and attach proof thereof with the tender documents submitted.

**Mr JJ FORTUIN
MUNICIPAL MANAGER
KAROO HOOGLAND MUNICIPALITY
WILLISTON
8920**

Advertise date: 12 August 2021

Notice number : KHM T 001/05/2021

INVITATION TO BID

PROVISION AND ADMINISTRATION OF SHORT TERM INSURANCE FOR KAROO HOOGLAND MUNICIPALITY FOR A PERIOD OF TWO YEARS AND NINE MONTHS (TOTAL OF 33 MONTHS)

BID NUMBER: KHM T 001/05/2021

CLOSING DATE: Thursday, 2 September 2021

CLOSING TIME: 12:00

BID DOCUMENTS TO BE DEPOSITED IN THE TENDER BOX SITUATED AT
(TENDERERS MUST PLEASE REMEMBER TO COMPLETE THE SUBMISSION REGISTER
MOUNTED ON THE TENDER BOX)

KAROO HOOGLAND MUNICIPALITY
7 Mulder Street
Williston
8920

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid/tender box is open from 09:00 till 14:00, 5 days a week.

Bids must be submitted on the Official Forms and in accordance with the outlines schedules (NOT TO BE RE-TYPED)

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA & associated regulations.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Person Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
CSD Registration number (<i>proof must be submitted</i>)	
Company Registration Number	
Any other Registration Applicable to this Industry	

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference and must be accompany by Bank Confirmations:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the KAROO HOOGLAND Municipality in respect of the following:

TENDER NUMBER: KHM T 001/05/2021

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the KAROO HOOGLAND Municipality in respect of the following:

TENDER NUMBER: KHM T 001/05/2021

Tenders are invited for the
PROVISION AND ADMINISTRATION OF SHORT TERM INSURANCE FOR KAROO HOOGLAND MUNICIPALITY FOR A PERIOD OF TWO YEARS AND NINE MONTHS (TOTAL OF 33 MONTHS)

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and

_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the KAROO HOOGLAND Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the KAROO HOOGLAND Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE

KAROO HOOGLAND MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

4. Standards:

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

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 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 provider'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 provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

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

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, 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 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

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

16. Payment:

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

17. Prices:

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

18. Variation orders:
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Assignment:
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts:
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the Supplier's Performance:
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase 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.
- 21.6 **Performance Monitoring shall be done annually or otherwise as specified.**
22. Penalties:
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or

the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

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

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

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

32. Taxes and duties:

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

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

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

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are 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.

Specifications of Bid

- 1. TENDERS ARE INVITED FOR THE PROVISION AND ADMINISTRATION OF SHORT TERM INSURANCE FOR KAROO HOOGLAND MUNICIPALITY FOR A PERIOD OF TWO YEARS AND NINE MONTHS (TOTAL OF 33 MONTHS)**

KAROO-HOOGLAND LOCAL MUNICIPALITY

PREMIUMS FOR THE PERIOD : 1/10/2021 – 30/06/2022

(To get a standard of evaluation we request all bidders to only quote the premium for the first nine(9) months to be able to evaluate all bidders equally)

SECTION	Pro Rata Annual Premium
1. Combined	
2. Houseowners	
3. Accounts Receivable	
4. All Risks	
5. Theft	
6. Glass	
7. Money	
8. Fidelity	
9. Group Personal Accident	
10. Stated Benefits	
11. Electronic Equipment	
12. Public Liability	
13. Machinery Breakdown	
14. Motor Fleet & Third party Liability	
15. SASRIA (Motor & Non Motor)	
16. SASRIA - Councillors	
TOTAL PRO RATA ANNUAL PREMIUM – (VAT INCLUDED)	

BUILDINGS COMBINED SECTION	
Property Insured	
Detail	Sum Insured Limit of Indemnity/ Compensation R
<p>PREMISES</p> <p>ITEM 1 - All buildings; structures and erections including Fixtures and fittings therein; thereto or thereon; boundary Walls; gates; posts and fences belonging thereto and all Contents contained in any building; structure or erection; Including underground fuel tanks and their contents; Traffic signs; traffic lights; parking meters and lamp posts</p> <p>ITEM 2 - All substations; mini substations; transformers; Electricity cables; electrical switchgear and reticulation Including fixtures and fittings relating thereto</p> <p>ITEM 3 - All water purification works and pump stations; Reservoirs; water towers; swimming baths and property Relating thereto</p> <p>ITEM 4 - All sewerage works; pump stations and property Relating thereto</p> <p>ITEM 5 - Property in the Open (other than property which is designed to exist or operate in the open)</p> <p>ITEM 6 - Vehicles whilst parked</p> <p>ITEM 7-DAM WALL</p> <p>ITEM 8 - All other property</p> <p>ITEM 9 – Non Standard Consturction</p> <p>PROPERTY EXCLUDED - See Attached</p>	<p>R99 206 988</p> <p>R1 404 741</p>

2. PROPERTY EXCLUDED

- Transmission and Distribution Lines including their supporting structures (other than on or within 150 metres of the Insured's premises).
- Water-piping as well as Storm water-piping including their supporting structures (other than on or within 150 metres of the Insured's premises).
- Sewerage piping including their supporting structures (other than on or within 150 metres of the Insured's premises).
- Driveways, pavements, outdoor parking surfaces.
- Roads, Road and Rail, Bridges, Road and Rail Tunnels, Manhole Covers.
- Aircraft Runways and aprons.
- Jewellery other than Mayor Regalia.
- Land, Topsoil, Backfill, Drainage or Culverts.
- Piers, Jetties, Wharves, Viaducts, Docks.
- Property or structures in course of construction, erection, dismantling or testing or supplies in connection therewith.
- Property damaged as a result of its undergoing any process of manufacture, conversion or treatment.
- Accounts receivable.
- Shares, Saving Certificates and the like.
- Property in possession of customers.
- Trees, Shrubs, Plants.
- Graves and Tombstones.
- Growing Timber, Growing Crops.
- Aircraft, Watercraft.
- Property more specifically insured under any other section of this policy except for the excess beyond the amount payable under such specific insurance.
- Property which at the time of any loss or damage is insured by or would but for the existence of this policy be insured by any Marine policy or policies except in respect of any excess beyond the amount which would have been payable under such Marine policy or policies had this insurance not been effected.

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

3.1 CLAIMS PREPARATION COSTS

R 100 000-00

Deductibles per claim:**CLAIMS**

2018 – 2019	2019 - 2020	2020 - Currently
R37 990	R36 707	R37 000

ITEM	DESCRIPTION	BUILDINGS	CONTENTS	PROPERTY MORE SPECIFIC INSURED
	Williston			
1	Pawiljoen, kleedkamers, kaartjieskantoor en besproeiingsdam	R935 715		
2	Werkswinkel en store (Erf 348)	R686 191	R62 381	
3	Biblioteek	R748 572	R311 905	
4	Raadsaal gebou en kantore	R810 953	R124 762	
5	Munisipale Kantore, kleedkamers, was en strykkamer van karavaanpark	R3 119 050	R1 247 620	
6	Swembad en gebou van filtreerstelsel en stelsel	R124 762		
7	Drie opgaardamme (beton)			R6 277 001
8	Toilette in karavaanpark	R31 385		
9	Sportterrein, omheining,	R124 762		
10	Museum	R1 046 167	R499 048	
11	7 x masligte			R1 179 001
12	TRANSFORMATORS			R1 358 657
13	6 x Dompelpompe			R3 119 050
14	WWTW Supply line, Tranformers and all works			R362 096
15	Oxidation dams pumps,station,metering, contingency			R524 932
	Sutherland			
1	Kantoorgebou + Garage (Northumberland straat)	R1 104 752	R187 143	
2	Toerisme Kantoor en Raadsaal	R998 096	R37 429	
3	Reservoirs (2)			R4 184 667
4	Werkswinkel	R873 334	R62 381	
5	Biblioteek	R748 572	R311 905	
6	<u>MASJINERIE</u>			
7	4 Dompelpompe			R810 953
8	Oxidation dams pumps,station,metering, contingency			R524 932
	Fraserburg			
1	Erf 136 Kragstasie, pompkamer, store en substasie	R1 780 576	R2 495 240	

2	Erf 329 Biblioteek, woonstel en en motorhuise	R1 871 430	R311 905	
3	Erf 205 Kantore en Stoor (Ou Standard Bank gebou)	R523 083		
4	Erf 600 Kliniekgebou en afdak	R439 390		
5	Erf 599 Gemeenskapsentrum, inhoud van saal en Biblioteek	R4 142 821	R374 286	
6	Erf 466/469/626/628 Dorp sportgronde, pawiljoen, tennisgebou			
7	en kleedkamers	R1 046 167	R27 200	
8	Erf 332 en 333 Stadsaal, kantore en store	R5 523 761	R374 286	
9	Erf 1117 Museum (Grasdak)	R1 046 167	R499 048	
10	Reservoir			R4 184 667
11	TRANSFORMATORS			R1 692 156
12	6 Dompelpompe			R175 756
13	500kva minisubstasie, Voortrekkerstraat			R810 953
14	2 x 200kva transformator, Asla huise			R145 127
15	200kva transformator, Asla huise			R145 127
16	2 x main pump sets (2 pumps, 2 motors 46kw)			R126 060
17	2 x jockey pumps (2 pumps, 2 motors 15kw)			R48 637
18	Pompstasie skakelbord			R407 877
19	100kva transformator			R112 957
20	Bystand kragopwekker			R219 382
21	Bystand skakelbord			R77 260
22	WWTW Supply line, transformers and all works			R362 096
23	Oxidation dams pumps, stations, metering, contingency			R524 932
	Machinery Breakdown			R35 719 535
	Waterstelsel - Williston			
1	100kl Staaltenk by pompstasie	R509 542		
2	Pompstasie	R613 485		
3	Omheining	R209 180		
4	Omheining Amandelboom	R128 726		

	BUILDINGS	R29 186 639		
	CONTENTS		R6 926 539	
	PROPERTY MORE SPECIFIC INSURED			R63 093 810
	Total			R99 206 988

HOUSEOWNERS

PROPERTY INSURED

All *BUILDINGS* of *PRIVATE HOUSES*, *RESIDENTIAL UNITS*, *HOSTELS* and *FLATS* including all domestic outbuildings and all fixtures and fittings therein, thereto and thereon, gates, walls and fencing belonging thereto being the property of the Insured or for which they are responsible or in which the Insured has an interest as mortgagee including radio and television antennae, masts or satellite dishes/receivers.

2. TOTAL SUM INSURED

R4 156 854

3. ADDITIONAL CONTINGENCIES AND COVER

3.1 Subsidence and Landslip Not included

Premises Not included

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

4.1 CLAIMS PREPARATION COSTS R 100 000-00

If a building is unoccupied for a period longer than 4 weeks cover for theft and malicious damage will automatically be cancelled.

CLAIMS

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

ACCOUNTS RECEIVABLE**1. INTERESTS INSURED**

All outstanding debit balances.

2. DEFINED EVENTS

Loss or damage as a result of accident or misfortune (hereinafter termed damage) to the insured's books of account or other business books or records at the premises or at the residence of any director or partner, employee or the premises of any accountant of the insured in consequence whereof the insured are unable to trace or establish the outstanding debit balances in whole or part due to them.

3. SUM INSURED**R 400 000****FIRST AMOUNT PAYABLE – MUST BE INCLUDED****4. CLAIMS**

2018 -2019	2019 -2020	2020 - CURRENTLY
NIL	NIL	NIL

ALL RISKS**PROPERTY INSURED**

ITEM	DESCRIPTION OF INSURED PROPERTY	SUM INSURED
	SPECIFIED ITEMS LAPTOPS	R477 048 R477 920
TOTAL SUM INSURED		R934 968

ADDITIONAL CONTINGENCIES AND COVER

INCREASE IN COST OF WORKING

Limit of Indemnity

R 10 000-00

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

CLAIMS PREPARATION COSTS

R 100 000-00

FIRST AMOUNT PAYABLE

All loss or damage to the insured property being electronic equipment and arising through the power source from lightning strikes will be subject to a first amount payable (in addition to any first amount payable) of 10% of the new replacement value of such insured item(s) subject to a minimum of R1000.

However, should such insured property be fully protected against electrical supply variations with safeguards approved by the SABS (or similar authority), then this amount will be waived.

CLAIMS

2018- 2019	2019 - 2020	2020 - CURRENTLY
NIL	NIL	NIL

THEFT**PROPERTY INSURED**

The contents being the property of the Insured or for which they are responsible contained in any building used by the Insured including fuel in the above and/or underground tanks.

SUM INSURED

R50 000

PROPERTY IN THE OPEN

R50 000

ADDITIONAL CONTINGENCIES AND COVER INCLUDED

PROPERTY IN THE OPEN	Included
FULL THEFT COVER	Not included
LOCKS AND KEYS	Included
REASONABLE PRECAUTIONS	Included

THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

Goods in the open to be within secured fenced area.

Stock to be stored at least 5 metres from fence.

Guard/Watchman to be employed on 24 hour basis in respect of goods in the open.

Claims to be reported to Insurers within 48 hours.

Portable goods that can be stored in a building (tools, wheelbarrows, forks, spades etc.) must be stored therein - failing which no theft cover will apply. All theft must be accompanied by forcible and violent entry to or exit from the premises.

CLAIMS PREPARATION COSTS

R 100 000-00

FIRST AMOUNT PAYABLE**CLAIMS**

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

GLASS**1. PROPERTY INSURED**

Internal and External glass including mirrors, signwriting and treatment thereon being the property of the Insured or for which they are responsible.

ITEM	THE PREMISES	SUM INSURED
1.	All premises of the Insured	R10 000
TOTAL SUM INSURED		R10 000

2. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS, CONDITIONS AD LIMITS

2.1 CLAIMS PREPARATION COSTS	R 100 000-00
2.2 FIRST AMOUNT PAYABLE	R

CLAIMS

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

MONEY**LIMITS OF INDEMNITY**

	PROPERTY INSURED	
	In respect of Money not contained in a locked safe or strongroom	
a)	in the custody of any authorised employee, council member or principal of the Insured while away from the Insured's premises on a business trip anywhere in the world.	R 1 000
	while on the Insured's premises outside the hours during which the business operations of the Insured are conducted.	R 1 000
	In respect of loss of or damage to crossed cheques or crossed money or postal orders	R250 000
	In respect of any other loss of or damage to Money	
•	In Transit	R 1 000
•	In Electronic vending machines	R10 000
•	at any other time	R 50 000
	In respect of loss of or damage to clothing (as defined) including firearms as a result of theft of money or any attempt thereat.	R 1 000
	In respect of Receptacles	R 20 000

Being the property of the Insured or for which they are responsible while anywhere in the world.

ADDITIONAL CONTINGENCIES AND COVER

PERSONAL ACCIDENT (ASSAULT) PER CAPITA	Included/Not Included
Capital Amount	R 25 000
Medical Expenses	R 5 000
Funeral Expenses	R 1 000

THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

Direct transit between Insured's premises and Insured's bank shall be uninterrupted and direct.

Transit in excess of R15 000 to be conveyed by at least two armed guards/personnel

Specialised courier transit over R50 000.

The vehicle must never be left unguarded. Theft from unattended vehicles excluded.

Transit warranty excludes movement of money in the same building.

CLAIMS PREPARATION COSTS

R 100 000-00

FIRST AMOUNT PAYABLE

5% of claim min R3000

CLAIMS

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

FIDELITY**INSURED PERSONS**

All employees of the Insured.

SUM INSURED

R 100 000

ADDITIONAL CONTINGENCIES AND COVER

Retroactive cover	Included
Reinstatement of insured amount	Included (once)
Costs of recovery - R10 000	Included
Losses discovered more than 24 months after being committed but not more than 36 months thereafter	Included
Cover extended on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed	Included
Computer losses	Included

THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS AND CONDITIONS

CLAIMS PREPARATION COSTS FIRST AMOUNT PAYABLE	R100 000
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CLAIMS

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

GROUP PERSONAL ACCIDENT**INSURED PERSONS****(a) 11 COUNCILORS****(b) Municipal Manager / Director / CFO /
Accountant****(COVER TO BE FOR 24 HOURS WHILST BUSY WITH COUNCIL ACTIVITIES)**

CIRCUMSTANCES	COMPENSATION
a) Death	R 700 000
b) Death	R 2 000 000
Temporary Total Disability	(a); - R1 000 (b) R3 000 per week for a period not longer than 104 weeks
Medical Expenses	R 50 000
Funeral Costs	R 10 000
Repatriation	R 10 000
Mobility	R 10 000
Relocation	R 10 000

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS ADDITIONAL TERMS AND CONDITIONS INCLUDED

3.1 BUSINESS HOURS LIMITATION	Included
3.2 CLAIMS PREPARATION COSTS	Included

7 day franchise in respect of temporary total disability

4. CLAIMS

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

STATED BENIFITS**1. INSURED PERSONS****ALL EMPLOYEES****(COVER TO BE FOR 24 HOURS WHILST BUSY WITH COUNCIL ACTIVITIES)****2. Total earnings****R 32 316 469****1. CIRCUMSTANCES****COMPENSATION**

c) Death	3 Times annual earnings
d) Permanent Disability	Such percentage of (a) as specified for the particular disability
e) Temporary Total Disability	100 % per week for a period not longer than 104 weeks
f) Medical Expenses	R 5000
g) Funeral Costs	R1 000
h) Repatriation	R 10 000
i) Mobility	R 10 000
j) Relocation	R 10 000

4. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS ADDITIONAL TERMS AND CONDITIONS INCLUDED

3.3 BUSINESS HOURS LIMITATION	Included
3.4 CLAIMS PREPARATION COSTS	Included

7 day franchise in respect of temporary total disability

5. CLAIMS

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

ELECTRONIC EQUIPMENT**1. MATERIAL DAMAGE****SUM INSURED**Equipment / Property Insured
Laptop Computers

R2 509 209

R 457 920

CONSEQUENTIAL LOSS

- 1) Additional increased cost of working
- 2) Reconstruction of Data

R100 000

R100 000

3. INDEMNITY PERIOD

A maximum of 3months.

THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENT, ADDITIONAL TERMS AND CONDITIONS.

TELKOM ACCESS LINE EXTENSION

Included

UTILITIES EXTENSION (FAILURE OF SUPPLY)

Included

CLAIMS PREPARATION COSTS

R 100 000

FIRST AMOUNT PAYABLE**CLAIMS**

2018- 2019	2019 - 2020	2020 - Currently
R10 680	NIL	NIL

ITEM	DESCRIPTION	SUM INSURED
1	Sebata Finansiële stelsel met verwante toerusting, servers, ens.	R935 715
2	Telemetrie (Waterwerke)	R634 040
3	Kyocera Taskalfa 2553CI - RFM9712855	R69 960
4	Kyocera Ecosys M3645DN Copier - R4X9611582	R25 984
5	25 x Printers	R87 333
6	Kyocera Taskalfa 22522CI Colour Printer - W2W8545254	R100 433
7	Kyocera Taskalfa 22522CI Colour Printer - W2W8545708	R100 435
8	Kyocera Ecosys M3645DN Copier - R4X8804153	R35 839
9	Kyocera Ecosys M3645DN Copier - R4X8804150	R35 839
10	Kyocera Ecosy P3050DN Printer - VLZ8120371	R18 694
11	Rekenaar server, skerm, muis, keuborad, UPS, adroit SCADA pakket en remote monitoring - Williston Waterstelsel	R268 180
12	Kyocera Taskalfa 2553CI - RFM9Z24840	R77 012
13	Kyocera Ecosys M2540DN - VCG159075	R19 128
14	Kyocera Ecosys M3645DN - R4X9Z14067	R29 108
15	Kyocera Ecosys M3645DN - R3X9Z14076	R29 108
16	Software on computers	R42 400
	SUBTOTAL :	R2 509 209
	LAPTOPS	
1	Dell Vostro 15897R142	R9 540
2	Lenovo Ideapad-Z580QB06326465	R9 540
3	Samsung NP300E7AHM3Z93DBA00201H	R11 660
4	Lenovo V110-15ISKR90PMPFH	R9 540
5	ACER TMP256 Travel Mate P258NXV9MEA00351308B2C3400	R9 540
6	Acer TMP257 TMP257NXVB0EA00652504B697600	R9 540
7	HP 450 G4 G45CD70921C5	R11 660
8	HP 250 G5 G5CND71253SD	R9 540
9	HP Probook 450 G4 G45CD7251MHV	R11 660
10	Dell Inspiron 15 30004SDZ6L2	R19 080
11	Lenovo Ideapad 350PF16Q02Y	R9 540
12	Lenovo Ideapad 100-15IBD 80QQPF0MV9JK	R19 080
13	HP 250 G4 G4CND71250C0	R9 540
14	Acer Travel Mate P258NXVC7EA001612118FD7600	R11 660
15	Lenovo E51-80 80QQPF0MV9NF	R9 540
16	HP Probook HP 250G5CND71252VT	R9 540
17	HP 250 G4 G4CND71252W1	R9 540

PUBLIC LIABILITY

LIMITS OF INDEMNITY
Any one event or series of events with one original cause or source

1. GENERAL

R10 000 000

2. ADDITIONAL CONTINGENCIES AND COVER

2.1 Wrongful arrest and defamation	R 500 000
2.2 Errors & Omissions	R 500 000
2.3 Products Liability and Defective Workmanship	R 200 000
2.4 Comprehensive insurance of pedal cycles	INCLUDED
2.5 Vibration, removal or weakening of support.....	NIL
2.6 Legal Defence Costs	INCLUDED
2.7 Professional Liability in respect of Medical Practitioners or other Medical Officials	R 500 000
2.8 Spread of Fire	R 500 000
2.9 First Aid Treatment	R 200 000
2.10 Tenants Liability	R 15 000 000
2.11 Employers Liability	R 10 000 000

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS,

ADDITIONAL TERMS AND CONDITIONS

3.1 CLAIMS PREPARATION COSTS R 50 000-00

3.2 FIRST AMOUNT PAYABLE

- 3.2.1 General
- 3.2.2 Product Liability and Defective Workmanship
- 3.2.3 Wrongful arrest and defamation
- 3.2.4 Errors and Omissions
- 3.2.5 Use of Fire Arms
- 3.2.6 Professional Liability in respect of Medical practitioners or other Medical Officers
- 3.2.7 Spread of Fire
- 3.2.8 Legal Costs

4. SALARIES AND WAGES

R 32 316 469

ENDORSEMENT: SPREAD OF FIRE

The insured will maintain a strip of no less than 100 meters free of all vegetation trees or any refuse around any municipal refuse or other dumping area, failing to do so will render the insured responsible for the first R 50 000 of each and every claim resulting from the spread of fire.

CLAIMS

2018- 2019	2019 - 2020	2020 - Currently
NIL	NIL	NIL

MACHINERY BREAKDOWN**DEFINED EVENTS**

Sudden unforeseen and physical damage of loss because of an accident to machinery or equipment as a result of mechanical or electronic breakdown whilst in operation, dormant, whilst moving or during re-installation.

1. PROPERTY INSURED

<u>Item</u>	<u>Description of Property</u>	<u>Sum Insured</u>	<u>First Amount Payable</u>
1.	As per schedule	R 35 719 536	Must be included

2. ADDITIONAL CONTINGENCIES AND COVERContingencies

Damage to surrounding property

Not Included

Automatic additions

Not Included

3. THIS SECTION IS SUBJECT TO THE FOLLOWING ENDORSEMENTS, ADDITIONAL TERMS, CONDITIONS AND LIMITS

3.1 CLAIMS PREPARATION COSTS

R100 000-00

4. CLAIMS

2018 -2019	2019 -2020	2020 - CURRENTLY
NIL	NIL	NIL

ITEM	DESCRIPTION	SUM INSURED
	Williston	
1	8 x 50 KVA Transformator	R474 096
2	1 x 100 KVA Transformator	R52 308
3	5 x 200 KVA Transformator	R333 205
4	3 x 315 KVA Transformator	R499 048
5	6 Dompelpompe	R3 119 050
6	2 x Pompstasies	R1 871 430
7	WWTW Supply line, Tranformersand all works	R362 096
8	Oxidation dams pumps,station,metering, contingency	R524 932
	Sutherland	
1	4 Dompelpompe	R810 953
2	Oxidation dams pumps,station,metering, contingency	R524 932
	Fraserburg	
1	1 x 25 KVA Transformator	R25 945
2	8 x 50 KVA Transformator	R298 158
3	5 x 100 KVA Transformator	R258 822
4	2 x 150 KVA Transformator	R114 241
5	4 x 200 KVA Transformator	R266 563
6	1 x 315 KVA Transformator	R104 617
7	1 x 1000 KVA Transformator	R623 810
8	6 Dompelpompe	R175 755
9	2 x 500kva minisubstasie, Voortrekkerstraat	R810 953
10	200kva transformator, Asla huise	R145 127
11	200kva transformator, Asla huise	R145 127
12	2 x main pump sets (2 pumps, 2 motors 46kw)	R126 060
13	2 x jockey pumps (2 pumps, 2 motors 15kw)	R48 637
14	Pompstasie skakelbord	R407 877
15	100kva transformator	R112 957
16	Bystand kragopwekker	R219 382
17	Bystand skakelbord	R77 260
18	WWTW Supply line, transformers and all works	R362 096
19	Oxidation dams pumps, station, metering, contingency	R524 932
	Waterstelsel - Williston	
1	Pomp en motor en ander - Boorgat WNE5	R603 405
2	Pomp en motor en ander - Boorgat WNE10	R603 405
3	Pompe, motors, en pepergas stelsel - Lift pompstasie	R14 749 900
4	Pomp en motor en ander - Boorgat WNE9	R643 632
5	Pomp en motor en ander - Boorgat WNE11	R643 632
6	Pomp en motor en ander - Boorgat WNE3	R603 405

MOTOR FLEET

1. DESCRIPTION OF VEHICLES :

Comprehensive and third party

DESCRIPTION	ESTIMATED NUMBER OF VEHICLES		LIMIT OF INDEMNITY	
	COMP	TPF + T	TP	
Private type motor cars,minibuses seating up to 16 persons and LDV's	6	2		
Commercial Vehicles				
Trucks	6	1		
Tractors		6		
Trailers		9		
Vehicles above R500 000 – as per schedule	1			
Special type vehicles i.e. road-making and construction machinery/vehicles, refuse removal, caravans etc.	2	2		
TOTAL	15	20		

FIRST AMOUNT PAYABLE (Sub-section A & B)

<u>ALL VEHICLES THEFT EXCESS</u>
<u>CARS, COMBIS, LDV'S & AMBULANCES</u>
<u>COMMERCIAL VEHICLES & SPECIAL TYPES</u>
<u>TRACTORS</u>
<u>TRAILERS & CARAVANS</u>
<u>FIRE ENGINES</u>

SECTION B EXCESS**2. ADDITIONAL CONTINGENCIES AND COVER**ContingenciesLimit

Loss of Keys

R 7 500

Theft or attempted theft of telephones

(Nil)

3. DESCRIPTION OF VEHICLE

Any vehicle, the property of the Insured rented out to other Local Authorities, borrowed, used and/or leased.

CLAIMS

2018- 2019	2019 - 2020	2020 – Currently
R26 946	NIL	NIL

SASRIA COUNCILLORS - KAROO HOOGLAND - VEHICLES

NO	INITIALS AND SURNAME	ID NO	YEAR OF VEHICLE	DISCRIPTION	REG NO	EXCESS	MARKET VALUE
1	JJ VAN DER COLFF	6012155024085	2021	ISUZU 3L D/C	CXK528NC		500,000.00
2	JJ VAN DER COLFF	6012155024085	2016	ISUZU 2.5 SINGLE CAB	CNT901NC		300,000.00
3	JE DAVIDS	6106255213083	2015	FORD FIGO	CNC881NC		200,000.00
4	JE DAVIDS	6106255213083	2017	Volkswagen Polo	CWX994NC		200,000.00
5	VC WENTZEL	8610200113080	2014	KIA SPORTAGE	CNX810NC		200,000.00
6	J JOOSTE	6906305180087	2010	ISUZU 2.5 D/C	CWT762NC		180,000.00
7	G KIAZEN	7107255594083	2017	FORD RANGER	CWH456NC		250,000.00

1,830,000.00**SASRIA COUNCILLORS - KAROO HOOGLAND - PROPERTY**

N O	INITIALS AND SURNAME	ID NO	STREET ADDRESS	EXCESS	VALUE OF BUILDING	VALUE OF CONTENTS
1	JJ VAN DER COLFF	6012155024085	ROBINSKYSTRAAT 16, WILLISTON, 8920		R 1,200,000.00	R 250,000.00
2	JE DAVIDS	6106255212083	VIVIERSTRAAT127, SUTHERLAND, 6920		R 200,000.00	R 100,000.00
3	VC WENTZEL	8610200112080	PRINSSTRAAT 43, SUTHERLAND, 6920		R 200,000.00	R 100,000.00
4	A JANUARIE	5806180727089	SPANGENBERGSTR 24, WILLISTON, 8920		R 200,000.00	R 100,000.00
5	G KLAZEN	7107255594083	KLEINSTRAAT H/19, WILLISTON, 8920		R 200,000.00	R 100,000.00
6	J JOOSTE	6906305180087	UITSIG 64, FRASERBURG, 6960		R 200,000.00	R 100,000.00

R
750,000.00

Karoo Hoogland Munisipaliteit					
LAW'S					
Isuzu 1.6	TPF&T	1990	BHH 059 NC	Derdeparty Brand en Diefstal	
Isuzu KB 250 D	TPF&T	1998	BNY 934 NC	Derdeparty Brand en Diefstal	
Isuzu 200 Fleetside LWB		2008	BXP 225 NC	R 80 000	
Isuzu 200 Fleetside LWB		2008	BXP 227 NC	R 80 000	
Isuzu 200 Fleetside LWB		2008	BXP 228 NC	R 80 000	
Nissan Hardbody NP300	Comprehensive	2019	CVF251NC	R 235 036	
Nissan Hardbody NP300	Comprehensive	2020	CVF238NC	R 235 036	
Nissan Hardbody NP300	Comprehensive	2021	CVF239NC	R 235 036	
Trekkers					
Massey Ferguson 135				Derdeparty Brand en Diefstal	
Ford 6000				Derdeparty Brand en Diefstal	
Landini			BJV 455 NC	Derdeparty Brand en Diefstal	
Massey Ferguson 135				Derdeparty Brand en Diefstal	
Massey Ferguson 290		1991	BKY 598 NC	Derdeparty Brand en Diefstal	
Massey Ferguson 365		1998	BHW 624 NC	Derdeparty Brand en Diefstal	
Vragmotors					
Nissan Tenkvragmotor		1987	BKP 800 NC	Derdeparty Brand en Diefstal	
Nissan UD60A Vragmotor		2008	TBA	R 250 000	
Hino 714 Vragmotors		2018		Comprehensive	
Hino 714 Vragmotors		2018		Comprehensive	
Hino 714 Vragmotors		2018		Comprehensive	
FAW Suigtenkvragmotor		2010		R 100 000	
Nissan Tenkvragmotor		2017		R 750 000	
Sleepwaens					
Suigtenk Sleepwa		1995	BJD 501 NC	Derdeparty Brand en Diefstal	
Wipbak Sleepwa			BJD 497 NC	Derdeparty Brand en Diefstal	
Vullisverwyderingsleepwa		1973	BJD 493 NC	Derdeparty Brand en Diefstal	
Wipbak Sleepwa		2009		Derdeparty Brand en Diefstal	
Wipbak Sleepwa		2010		Derdeparty Brand en Diefstal	
Wipbak Sleepwa		2009		Derdeparty Brand en Diefstal	
Riool Sleepwa		1962	BHB 101 NC	Derdeparty Brand en Diefstal	
Sleepwa		1976	BHP 629 NC	Derdeparty Brand en Diefstal	

Sleepwa			BHP 627 NC	Derdeparty Diefstal	Brand	en
Spesiale Tipes						
Caterpillar Padskraper		1962	BJD 496 NC	Derdeparty Diefstal	Brand	en
Caterpillar 940 Skraeper		1966	BMB 425 NC	Derdeparty Diefstal	Brand	en
Turner Morris Roller		2006	Onbekend	R 80 000		
Cherry Picker				R 500 000		
Vehicles above R500 000						
2021, YD Truck with vacuum tanker		2021	TBA	R 1 336 869		

2. TENDERS WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

PRICE	80 Points
B-BBEE STATUS LEVEL CONTRIBUTOR SCORECARD	20 Points
Total Points	100 Points

(The Schedule of Fees, **Schedule 3 and 4** must be completed by the Tenderer and will be read as the Tenderer fee proposal in terms of this Tender).

CERTIFICATE FOR MUNICIPAL SERVICES

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

Tender Number: KHM T 001/05/2021 Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

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

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

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 20

SCHEDULE 1

SPECIFICATION OF PRODUCTS OFFERED

SCHEDULE 2

CSD DOCUMENTATION & TAX CLEARANCE CERTIFICATE (MBD 2)

MBD 2

TAX CLEARANCE CERTIFICATE

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

- 1 In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 3 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 4 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 5 The original Tax Clearance Certificate must be submitted together with the bid. Copies of the Tax Clearance Certificate will only be valid if the bidder is registered on the KAROO HOOGLAND Municipality's accredited supplier database, which will contain the original Tax Clearance Certificate.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate original Tax Clearance Certificate.
- 7 Furthermore, the responsibility remains with each Contractor (successful Tenderer) to submit updated original Tax Clearance – Good Standing to the Supply Chain Management Unit's Office (in the Finance Directorate), KAROO HOOGLAND Municipality, 7 Mulder Street , Williston, 8920, should any current certificate expire during the tender or contract. Failure to do so may lead to the suspension of transactions with the contractor until a valid Tax Clearance Certificate is received by that office.

SCHEDULE 3

DETERMINATION AND OUTLINING OF FEES/ PRICING SCHEDULE

The various pricing options must clearly be outlined.

See also Annexure C

Outright Purchase Rental Option for 36 months and 48 months respectively

&

Maintenance cost must be clearly specified separately as well as the response time after a complaint call has been logged.

MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	--

- Required by:

- At:

.....

- Brand and Model

- Country of Origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/Not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SCHEDULE 4

DECLARATION OF INTEREST (MBD4)

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid by each director, trustee, shareholder, owner.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

YES / NO

3.10.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SCHEDULE 5

PREFERENCE POINTS CLAIM FORM (MBD 6.1)

AND B-BBEE CERTIFICATE

MBD 6.1

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- | | | |
|----|---|-----------------------|
| 1) | certificate issued by an authorized body or person; | B-BBEE Status level |
| 2) | prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit as |
| 3) | prescribed in terms of the B-BBEE Act; | Any other requirement |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

ADJUDICATION USING A POINT SYSTEM:

- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- Points scored must be rounded off to the nearest decimal places
- In the event that two or more bidders have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

3. POINTS AWARDED FOR PRICE**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

SCHEDULE 6

COMPANY PROFILE

SCHEDULE 7

CERTIFICATE FOR MUNICIPAL SERVICES

SCHEDULE 8**DETAILS OF PREVIOUS CONTRACTS AWARDED TO THE
COMPANY**

Name of Company	Description of Goods	Details of Contact Person	Awarded Amount

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the KAROO HOOGLAND Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender)

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the KAROO HOOGLAND Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the KAROO HOOGLAND Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the KAROO HOOGLAND Municipality and I/we will then pay to the KAROO HOOGLAND Municipality any additional expense incurred by the KAROO HOOGLAND Municipality having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the KAROO HOOGLAND Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the KAROO HOOGLAND Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

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

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

Name: _____

Signature: _____

Capacity: _____

Date: _____

For the Employer:

**KAROO HOOGLAND MUNICIPALITY
7 MULDER STREET
WILLISTON
8920**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

KAROO HOOGLAND MUNICIPALITY

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

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

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

ANNEXURE A

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the tenderer to fill in all the information. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

<i>NAME</i>	<i>IDENTITY NUMBER</i>	<i>CITIZENSHIP</i>	<i>HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)</i>	<i>DISABILITY</i>	<i>FEMALE</i>	<i>DATE OF OWNERSHIP</i>	<i>D E W O %</i>	<i>% G N T O V</i>

DATE _____

SIGNATURE OF TENDERER _____

ANNEXURE B**DETAILS OF COMPANY CORPORATE SOCIAL INVESTMENT (CSI's)**

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the tenderer to fill in all the information.

Name of Project/ Beneficiary	Location	Contact Details of Project Co-ordinator	CSI Amount

D A T E

SIGNATURE OF TENDERER