

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: ENG009/2022**

**TENDER FOR THE HIRING OF DIESEL GENERATOR SETS, AS AND WHEN  
REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL  
GENERATOR SETS FOR A PERIOD OF ONE YEAR FROM DATE OF  
APPOINTMENT**

ENQUIRIES: **MR. E Nqumse**  
ELECTROTECHNICAL SERVICES  
BRICK ROAD  
GEORGE  
(044) 801 9222/ (044) 874 3917

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER: .....

TELEPHONE NO.: ..... FAX NO.: .....

ADDRESS: .....

CONTACT PERSON: .....

SUPPLIER DATABASE NO.: **MAAA**.....

TOTAL PRICE (INCLUDING VAT)	R
-----------------------------	---

### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
-------------------------------------	--

Preference Points Claimed:	
----------------------------	--

**B-BBEE certificates submitted with the tender / quotation document MUST be  
a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF  
THE B-BBEE CERTIFICATE**

**TENDER CLOSES AT 12h00 ON FRIDAY, 28 OCTOBER 2022**

## INDEX

DESCRIPTION	PAGE NUMBERS
Tenderer Contact Details	3
Advertisement	4
Invitation to Bid	5
Details of Tenderer	6
Details of Tendering Entity's Bank	7
Resolution taken by the Board of Directors / Members / Partners	8
Resolution taken by the Board of Directors of a Consortium or Joint Venture	9-10
Joint Venture Information / Agreement	11
Specifications and Pricing Schedule	12-38
MBD1 – Tax Clearance Certificate	126-127
MBD4 – Declaration of Interest	128-131
MBD6.1 – Preference Points Claim form	132-138
MBD 6.2 – Local Content	139-143
MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	144-145
MBD9 – Certificate of Independent Bid Determination	146-148
Certificate for Municipal Services	149
General Conditions of Contract	150-160

## **TENDERER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspon dence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NO. ENG009/2022 / TENDER NR. ENG009/2022**

Tenders are hereby invited for: **TENDER FOR THE HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. ENG009/2022**, must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on FRIDAY, 28 October 2022**. Tenders are not allowed to be placed in the tender box after 12:00. Tenders will be opened on the same day in the 1st Floor Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tenders are available at a non-refundable deposit of **R253-00** each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

**A compulsory site meeting will be held George Municipal Main Building, 71 York Street, First Floor Committee Room, Finance, George, Western Cape at 11:00 on Friday, 21 October 2022.**

**Non-attendance of the compulsory information session will disqualify your tender.**

**Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.**

*Tenders will be evaluated and adjudicated as follows:*

**Phase 1**

All tenders must comply with Local Production and Content and complete the MBD6.2 form, Annexures, C, D and E in this tender for the following products:

- Electrical and Telecom Cable Products – 90%
- Cement – 100%
- Industrial Lead Acid Batteries – 50%

**Phase 2**

In terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Council's interim arrangement on Preferential Procurement and the George Municipality's Supply Chain Management Policy, where **80** points will be scored for price and **20** points for B-BBEE status.

**For more technical information contact Mr E Nqumse or Mr Thabo Yiga at (044) 801 9222 or [ennqumse@george.gov.za](mailto:ennqumse@george.gov.za) or [tyiga@george.gov.za](mailto:tyiga@george.gov.za)**

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 highest or any tender.

Tenders word hiermee ingewag vir: **TENDER VIR DIE HUUR VAN DIESELOPWEKKERSTELLE, SOOS EN WANNEER BENODIG, EN ONDERHOUD VAN MUNISIPALE DIESELOPWEKKERSTELLE VIR 'N TYDPERK VAN EEN JAAR VANAF DATUM VAN AANSTELLING**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

**Tender Nr. ENG009/2022**, moet voor **VRYDAG, 28 Oktober 2022** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuursseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen tenders sal toegelaat word om in die tender bus geplaas te word na 12:00 nie. Tenders sal om 12:05 dieselfde dag in die Komiteekamer op 1ste Vloer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tenders dokumente is verkrygbaar teen 'n **R253-00** nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

**'n Verpligte terrein vergadering sal gehou word te George Munisipaliteit, Yorkstraat 71, Eerste Vloer, Finansies, George, Wes-Kaap, om 11:00 op Vrydag, 21 Oktober 2022 gehou word.**

**Indien die verpligte inligtingssessie nie bygewoon word nie sal u tender gediskwalifiseer word.**

**Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za).**

*Tenders sal ge-evalueer en toegeken word soos volg:*

**Fase 1**

Alle kwotasies moet voldoen aan die Plaaslike Produksie en Inhoud en moet die MBD6.2 vorm, sowel as Aanhangsels C, D en E in die tender vir die volgende produkte voltooi:

- Elektriese en Telekom Kabel Produkte – 90%
- Sement – 100%
- Industriële Loodsuurbatterye – 50%

**Fase 2**

In terme van die Wet op die Raamwerk vir Voorkeurverkrygings-beleid (Wet 5 van 2000), die Raad se tussentydse reëling rakende die Voorkeurverkrygings-beleid, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar **80** punte ten opsigte van die prys en **20** punte ten opsigte van B-BBEE status toegeken sal word.

**Vir verdere tegniese inligting kontak Mnr E Nqumse of Mr T Yiga by (044) 801 9222/ [ennqumse@george.gov.za](mailto:ennqumse@george.gov.za) or [tyiga@george.gov.za](mailto:tyiga@george.gov.za)**

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe verbind om die hoogste of enige tender te aanvaar nie.

**A TCS PIN for bidders' tax compliance information must be submitted with the tender document.**

**It will be required from all successful bidders to register on the Central Supplier Database (CSD).**

**DR M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

**'n "TCS PIN" vir bidders se belasting nakoming inligting moet ingesluit wees by die kwotasie dokument.**

**Dit sal van alle suksesvolle bidders verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.**

**DR M GRATZ  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

### TENDER FOR THE HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT

BID NUMBER: ENG009/2022

CLOSING DATE: 28 October 2022

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

**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 box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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 Regulations 2017.

**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	
<b>Contact Details of the Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
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:

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 George Municipality in respect of the following:

**TENDER NUMBER: ENG009/2022**

**TENDER FOR THE HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED,  
AND MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A  
PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT**

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			
5			
6			

# 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 George Municipality in respect of the following:

**TENDER NUMBER: ENG009/2022**  
**HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND**  
**MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A PERIOD OF**  
**ONE YEAR FROM DATE OF APPOINTMENT**

(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 fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George 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 George 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.

**NB. COMPULSORY TO COMPLETED**

	Name	ID Number	Directors/Owners Personal Tax no	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

## JOINT VENTURE

Only to be completed if applicable

---

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(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** \_\_\_\_\_

**TENDER NUMBER: ENG009/2022**  
**HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND**  
**MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A PERIOD OF**  
**ONE YEAR FROM DATE OF APPOINTMENT**

**SCOPE OF WORKS**

**DEFINITIONS AND ABBREVIATIONS**

Acceptance	Means that the goods shall have been accepted by GM having been: <ul style="list-style-type: none"> <li>inspected by the Engineer and found to comply with this specification;</li> <li>deliver, installed and commissioned to the address in George, defined in a purchase order issued by GM; and</li> </ul> received and signed for by an authorised employee of GM on it's behalf.
Approved	Approved in writing by the Engineer.
Practical Completion	means the <i>works</i> have passed the Practical Completion Test and the Facility is accepted for the purposes of Commercial Operation.
Client	George Municipality Electrotechnical Services (GM), local government utility of George, South Africa
Contractor	Contractor appointed to rent out, deliver, install, service and maintain the generator sets as described in this specification
Document	This complete set of bound conditions, specifications, Bill of Quantities and schedules.
Drawings	Drawings issued with the Tender Documentation when necessary.
Employer	George Municipality, local government, South Africa
Engineer	The person or persons authorised by GM to carry out inspections during manufacture, prior to or after delivery, of the items covered by this specification and acceptance thereof on behalf of the GM
Install	To erect, connect and commission, complete with related accessories.
Marked Up drawings	Drawings clearly indicating with red all changes carried out at the site during the erection and testing works. The changed or cancelled items shall not be deleted by eraser or liquid corrector, but crossed only, in order to keep visible the cancelled part.
Professional Engineer	Professional Engineer registered as a PrEng with the Engineering Council of South Africa (ECSA).
Site	George Municipality's generator installation sites as stated in the scope of works document
Successful Tenderer	The Tenderer appointed as Contractor.
ETS	Electrotechnical Services, George Municipality
Fuel Atomisation	The process of breaking down liquid fuel into a mist-like spray to prepare it for vapourisation.
Rigging	The ropes and wires supporting a structure or heavy equipment.

Ad Hoc	As and when required
O&M	Operation and Maintenance
OSH Act	Occupational Health and Safety Act
Maintenance and Servicing	Maintenance relates to scheduled tasks, whereas Servicing relates to unscheduled and unplanned work that usually has to be performed in an emergency (unplanned breakdowns, etc).
SHEQ	Safety, Health, Environmental and Quality

## 3.1 DESCRIPTION OF THE WORKS

### 1. Overview of the works

The George Municipality Electrotechnical Services Department invites Tenders for the Temporary Hiring of Diesel Generator sets as and when required, and Servicing and Maintenance of Municipal owned Generators and accessories for a period of 12 months. The hiring/renting services shall include the delivery and installation of the generator sets at the required municipal venues.

The service provider shall allow for all the costs associated with the delivery, installation, testing and commissioning and decommissioning of the generator sets including cabling, switchboards/control panels, changeover switches and concrete bases (when required)

Tenderers must allow for all items, whether specified or not, required to complete the installation.

No work will be undertaken by the George Municipality or other third party.

### 2. Project Description

#### 2.1. Scope of Works

The municipality seeks to provide an added level of assurance to municipal operations by ensuring uninterrupted power supply in the event of a power outage.

1. The generating set shall be housed in an engine room or container/ canopy on site as specified by George Municipality.
2. All work and equipment shall be in accordance with the approved SABS Standards and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.
3. It is the contractor's responsibility to ensure that all circuits are designed to carry the load.
4. The contractor must ensure that the phases are properly balanced.
5. Circuit breakers, isolators and wiring to be correctly sized for each unit as per SANS 10142 wiring regulations.
6. The contractor shall ensure that 100 litre fuel is provided for testing and commissioning purposes.
7. The contractor is responsible to provide cable routes and cabling from the main DB to the Generator set.
8. The contractor will be responsible for all electrical cable connections associated with the complete generation set installation.
9. The contractor shall have a qualified electrician available to address emergency issues associated with the generator sets, within 24 hours of being notified.
10. Materials and Workmanship - The work throughout shall be executed to the highest standards and to the entire satisfaction of the municipal official in charge who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials which, in

his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the official-in-charge.

11. All work shall be executed in a first-class manner by a qualified tradesman (registered Electrician and Diesel Mechanic).
12. The contractor shall warrant that the materials and workmanship shall be of the highest standard, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices, ready and complete for full operation. The generator/s to be installed shall not compromise the power quality of the system.
13. All components and their respective adjustment, which do not form part of the equipment installation work but influence the optimum and safe operation of the equipment shall be considered to form part of and shall be included in the Contractor's scope of works.
14. All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
15. The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.
16. The control system of the ad hoc generator sets shall comply with the requirements for automatic starting, stopping and interlocking and isolation.
17. Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation.
18. Shop drawings and single line diagrams shall be made available to the client prior to installation of the generator sets. In addition, operating manuals shall be made available to the client for the servicing and maintenance portion of the works.

## **2.2. Servicing and Maintenance**

The maintenance of the already installed Generator sets shall comply with the following requirements:

19. Municipal staff responsible for the daily inspection of the generator sets and completion of the plant's logbook, shall report any defects, which cannot be left until the next maintenance inspection, to the contractor as soon as possible. The contractor shall address these defects as soon as reasonably practicable to avoid power outages.
20. Serious faults which should be reported immediately include but are not limited to:
  - (a) Mechanical damage or overheating of the engine or alternator.
  - (b) Electrical damage or overheating to alternator, switchboards or cables.
21. The contractor shall regularly inspect and service each generator set at all the specified sites on a quarterly basis (once every three months) or as required for emergency situations. The quarterly maintenance shall be arranged a week in advance with the Municipal official in charge of the project.
22. The maintenance of the generator sets on a quarterly basis shall include but not limited to: inspection/adjusting the alternator and fan belts, checking the battery electrolyte, testing/adding the cooling system supplemental coolant additive (SCA), cleaning/replacing the engine air cleaner element, changing the engine oil and filter, inspecting/replacing the hoses and claim, cleaning the radiator, etc. This process shall cover all the work necessary for proper and thorough servicing and maintenance as deemed necessary by both the contractor and the client.
23. The Checklist to be completed for the quarterly servicing and maintenance of the generator sets is shown below:

Checklist to be completed		Tick the applicable box
a)	Complete the plant logbook specifying date of visit, tests done, adjustments made, oil and parts used, defects noted and whether repaired, and any other relevant information.	Yes <input type="checkbox"/> No <input type="checkbox"/>
b)	Clean the plant as necessary.	Yes <input type="checkbox"/> No <input type="checkbox"/>
c)	Lubricate moving parts as necessary.	Yes <input type="checkbox"/> No <input type="checkbox"/>
d)	Check air filters and where necessary, clean filters and replace filter oil or alternatively, change filter elements.	Yes <input type="checkbox"/> No <input type="checkbox"/>
e)	Check lubricating oil level and top up as necessary.	Yes <input type="checkbox"/> No <input type="checkbox"/>
f)	As per engine manufacturer's recommendation, change lubricating oil when running hours since last oil change are exceeded, using correct grade of oil.	Yes <input type="checkbox"/> No <input type="checkbox"/>
g)	Replace lubricating oil filter elements at intervals recommended by the engine manufacturer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
h)	Check and adjust valve settings and fuel injection equipment as necessary. e.g sound/ noise induce level (Not super silent needed, reference to bylaw)	Yes <input type="checkbox"/> No <input type="checkbox"/>
i)	Check starting and Inverter batteries and top up electrolytes as necessary.	Yes <input type="checkbox"/> No <input type="checkbox"/>
j)	Check and adjust battery charger voltage/current settings.	Yes <input type="checkbox"/> No <input type="checkbox"/>
k)	Check operation of cooling water pre-heater.	Yes <input type="checkbox"/> No <input type="checkbox"/>
l)	Check settings and operation of generator-set protection and alarms.	Yes <input type="checkbox"/> No <input type="checkbox"/>
m)	Obtain authorization from Municipal staff in charge and operate the plant off –load for 10 minutes at the end of each visit, checking temperatures and pressures and checking and adjusting the alternator output voltage.	Yes <input type="checkbox"/> No <input type="checkbox"/>
n)	Immediately thereafter, if authorization can be extended, operate the plant/UPS on-load for a further 10 minutes, repeating the necessary checks.	Yes <input type="checkbox"/> No <input type="checkbox"/>
o)	After shutting-down the plant, top-up the fuel tank, using, if possible, fuel supplied by the Municipality.	Yes <input type="checkbox"/> No <input type="checkbox"/>



p)	Ensure that the bypass control is set to “Standby” and that the duty selector control is set to “Auto” before leaving the plant room.	Yes <input type="checkbox"/> No <input type="checkbox"/>
q)	Issue a Service Report to the designated Municipal official.	Yes <input type="checkbox"/> No <input type="checkbox"/>
r)	Be a radius in George Municipal area	Yes <input type="checkbox"/> No <input type="checkbox"/>

CONTRACTOR NAME: \_\_\_\_\_

PLANT SITUATED AT: \_\_\_\_\_

Service Log Sheet No: \_\_\_\_\_

Job No: \_\_\_\_\_

Customer: GEORGE MUNICIPALITY Generator (kVA)RATING: \_\_\_\_\_

Engine		Alternator	
Make:		Make:	
Type:		Type:	
Serial No		Serial No	

RECORD ALL READINGS AFTER 15 MINUTES OPERATION	SET CONDITION	RECORD	NOMINAL VALUES	FINDINGS	CHECKED
	Engine Stationary (Section 1)	1. Water Level	Full		
		2. Oil Level	Between Min and Max Markings		
		3. Fuel Tank	> 60%	%	
		4. Engine Heater	50°C		
		5. Battery Level			
		6. Batt Charging Rate (Panel)	± 1.2 Amp	Amp	
		7. Battery Voltage	13.5V or 27V		
		8. V-Belt Tension	± 20mm play		
		9. Air Cleaner	GREEN		
	Engine Running (Section 2)	10. Engine Temperature	85°C	° C	
		11. Oil Pressure	± 3.5 KPA	KPA	
		12. Batt Charging Rate (Engine)	05 – 20 Amp	Amp	

		13. Alternator Voltage		V	
		14. Alternator Frequency	50 Hz	Hz	
		15. Engine Running Hours			
	Remarks				

**Customer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer's Order No:** \_\_\_\_\_

**Invoice No:** \_\_\_\_\_

## 2.3. Existing Generator Sites

The generator sets to be maintained as part of this tender are located at the following sites:

ID ITEM NO.	GPS CO-ORDINATES	LOCATION DESCRIPTION	GENERATOR (kVA)	DISTANCE FROM GEORGE MUNICIPALITY: CIVIC CENTRE – YORK STR (km)
1.	S 33°56'07.6" E 22°28'35.9"	Old Water Works	80	04
2.	S 33.961623, E 22.464870	Electrical Workshop Lighting Plant	20	03
3.	S 34.053246, E 22.392787	Herolds Bay Sewage Pump Station	150	25
4.	-34.015814, 22.458584	Pacaltsdorp Civic Lighting Plant	15	10
5.	-33.960739, 22.453674	George Civic Lighting Plant	200	00
6.	S 33.961623, E 22.464870	Small Mobile Trailer	30	03
7.	-33.958254, 22.497600	Eden Sewage Pump Station	200	06
8.	-34.005608, 22.667282	Kleinkranz Sewage Pump Station	70	30
9.	-33.977401, 22.465376	Large Mobile Trailer No.1	500	04
10.	-33.977401, 22.465376	Large Mobile Trailer No.2	500	04
11.	-34.050251, 22.439359	Le Grande Water Pump Station	40	15
12.	-33.985997, 22.515315	Kraaibosch Sewage Pump Station	200	08
13.	-33.943351, 22.483151	New Water Works	800	05
14.	-33.939076, 22.404207	Eskom Water Pump Station	68	14
15.	-34.011438, 22.464532	Pacaltsdorp No.1 sewer Pump Station	1 000	08
16.	-33.981455, 22.515888	Welgelegen Sewer Pump Station	150	10
17.	-34.053536, 22.413022	Trailer Break Water Bay	130	25
18.	33.943526, 22.528204	Saasveld Pump Station	80	13.5
19.	-34.020664, 22.490590	Thembaletu Pump Station No. 06	350	10
20.	-34.006090, 22.510933	Thembaletu Pump Station No. 07	200	11
21.	-34.004565, 22.548303	Victoria Bay Pump Station	250	15
22.	-33.992569, 22.423881	Gwaying Sewage works	40	5.5
23.	-33.987892, 22.608482	Erb & Flow	300	22
24.	-33.964196, 22.469003	Vehicle Registration	50	02
25.	-33.961153, 22.465399	Law Enforcement	50	1.8
26.	-33.979074, 22.463386	Civil	50	03
27.	-33.992569, 22.423881	Oorlaai Station	80	5.5
28.	34.001299, 22.650899	Kleinkrantz Pump station	70	30
29	-34.004553, 22.463391	Outeniqua Water Waste Treatment	800	07
30	-33.994652, 22.458969	Tamsui Pump station	50	05

31	-33.964978, 22.515333	Garden Route Dam	500	07
32	George	Proefplaas	300	07
33	George	Rooi Rivier	200	07
34	George	Thembaletu No 1	200	08
35	George	Serpentine	100	08
36	George	Estune	100	10
37	George	Touwsrante A	100	10
38	George	Thembaletu No 2	60	08
39	George	Touwsrante D	60	10
40	George	Central	30	04
41	George	Fancourt	30	07
42	George	Touwsrante E	20	10

## 2.4. Regulations

Both the installation (ad hoc) and maintenance of the generator sets shall be in accordance with the following Acts and regulations:

- 2.4.1. The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises",
- 2.4.2. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- 2.4.3. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- 2.4.4. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- 2.4.5. The Electricity Act 1984 (Act 41 of 1984) as amended and
- 2.4.6. The Regulations of the local Gas Board where applicable.

## 2.5. Equipment Requirements

- 2.5.1. Engine  
The engine must comply with the requirements as laid down in BS 5514 and must be of the atomised injection, compression, ignition type, running at a speed not exceeding 1500 r.p.m, 400V , 3phase, 50HZ, prime output rating kVA and 0,8 power factor lagging.
- 2.5.2. Starting and Stopping  
The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions. Tenderers must state what arrangements are provided to ensure easy starting in cold weather. Full details of this equipment must be submitted. In the case of water-cooled engines, any electrical heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the control panel and must be protected by a suitable circuit breaker.
- 2.5.3. Starter Battery  
The set must be supplied a fully charged lead-acid/lithium-ion type battery, complete with necessary electrolyte. The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery must be of the heavy duty "low maintenance" type, housed in a suitable battery box.

#### 2.5.4. Automatic Change-over System

A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

#### 2.5.5. Start Delay

Starting shall be automatic in event of a mains failure. A 0-15 second adjustable start delay timer shall be provided to prevent start-up on power trips or very short interruptions.

#### 2.5.6. Stop Delay

A stop delay with timer is required for the set, to keep the set on load for an adjustable period of one to sixty seconds after the return of the mains supply, before changing back to the supply. An additional timer shall keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

### 3. Installation

Except for the supply of the incoming mains cable and outgoing feeder cables, the tenderer must include for the complete installation and wiring of the equipment in running order, including the connection of the incoming cable and outgoing feeder cables.

The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

The sizes of the generator sets to be hired on an ad hoc basis are as follows:

- i. 20 kVA
- ii. 50 kVA
- iii. 100 kVA
- iv. 200 kVA
- v. 300 kVA
- vi. 500 kVA
- vii. 800 kVA
- viii. 1000 kVA

The contractor must note that he/she will be expected to provide a hiring fee per day for each generator set, including full installation and commissioning. The claim for this amount will only be paid to the contractor should the client require a generator set to be hired. **If none of the client's generator sets fail during the 12 months contract and a hiring service is never required, then the contractor will not be paid any amount under the hiring services of the bill of quantities.**

### 4. Warning Notices

Notices must be installed in the generator rooms if they aren't already there.

The contents of these notices are summarized below:

- a. Unauthorised entry prohibited
- b. Unauthorised handling of equipment prohibited
- c. Procedure in case of electric shock
- d. Procedure in case of fire

The successful tenderer must consult the Occupational Health and Safety Act 83 of 1993 and get approval of the wording from a municipal official, prior to ordering the notices.

Lettering must be black on a yellow background.

Notices (a) must be installed outside next to the entrance of the generator room and (b-d) inside the generator room.

**It would be required of the successful bidder to submit an OHS Plan based on the OHS Specifications applicable to this tender (Attached as Annexure A to this bidding document), 14 days after final award for auditing and approval by Council's OHS Agent.**

## 5. Training Plan

The Contractor is required to develop and effect a training programme for George Municipal staff to assist with:

Daily operation and maintenance of the generator sets, identifying and remediating issues associated with generator operations. The training must include the skills and knowledge sharing that will enable the municipal staff to perform their own operation and maintenance of the generator sets after the contractor's tender lapses.

## 6. Materials to be Free issued by Others

It is George Municipality's intention is to supply no free issue items for this contract. However, should the Municipality provide free-issue items, the Contractor shall be responsible for the collection of these materials from the Municipality's stores in Mitchell Street in George, delivery to site and installation thereof. Provision has been made in the Bill of Quantities for the necessary handling fee in this regard.

## 7. Local Labour and Local Authorities

### 7.1. Community Liaison and Community Relations

In all dealings with the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Engineer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

## 8. Site Meetings

If required regular site meetings will be convened soon after acceptance of tender at a time and place to be arranged.

Site meetings will be held at three months intervals, or longer or shorter as may be necessary, at a time and day of the week to be mutually agreed, for the duration of the Contract.

## 9. TENDER REQUIREMENTS

All tenderers must comply with the tender requirements in order to be further evaluated based on price.

	<b>Tender Requirements</b>	<b>Tick the applicable box</b>
9.1	Bidder's relevant experience (track record) of previous contracts of a similar work/ nature, and scale of complexity over the last 10 years. <ul style="list-style-type: none"> <li>Proof to this effect must be submitted with bidding documents, failure to complete may result in disqualification.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.2	Bidder is registered with the Compensation Commissioner for workmen's compensation purposes. <ul style="list-style-type: none"> <li>Proof to this effect must be submitted with bidding documents, failure to complete may result in disqualification.</li> <li>Bidder must be registered as an Electrical Contractor with the Department of Employment and Labour.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>

9.3	<p>Bidder has a qualified diesel mechanic and a qualified electrician in its employment at their local office and on site, situated in George, failure to comply may result in disqualification.</p> <ul style="list-style-type: none"> <li>• Qualified diesel mechanic and a qualified electrician must have Red Seal, proof(Certified Qualification) must be submitted with tenderdocument on closing date</li> <li>• Proof of office address must accompany tender document or upon successful appointment;</li> <li>• It would be required of the successful bidder to either have or establish local offices in George, staffed with a qualified diesel mechanic and a qualified electrician</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>



## **TENDER NUMBER: ENG009/2022**

### **HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT**

#### **1. PRICING ASSUMPTIONS**

The following must be noted when pricing the tender:

1. The purpose of the Bills of Quantity (BOQ) is to define measurable pricing data for tender evaluation and to determine payment due for Works done to date.
2. This is a re-measurable contract, with a maximum upper limit of 10% above the tendered Form of Offer.
3. The tender price must be based on the Bills of Quantities. The priced Bills of Quantities shall be submitted with the tender documents.
4. The BOQ forms part of and must be read in conjunction with the Specification.
5. The summary page of the BOQ lists all the subtotals for each of the categorised items, starting with Preliminary and Generals, Leasing of Generator sets, Maintenance of Existing Generator sets, Training, Servicing Unplanned Breakdowns and Documentation. The sum of the above-mentioned items equate to a Total for Materials and Labour, exclusive of VAT. Then 10% of the Materials and Labour is added as Contingency Sum. The summation of the two items (A7 +A8) gives the NETT Tender Amount, VAT exclusive. Thereafter 15% of VAT is added to form the Gross Tender Amount (Form of Offer).

6.

ITEM	DESCRIPTION
A.1	SUB-TOTAL 1: Preliminary & General
A.2	SUBTOTAL 2: Leasing of Generator Sets
A.3	SUBTOTAL 3: Maintenance of Existing Gensets
A.4	SUBTOTAL 4: Training
A.5	SUBTOTAL 5: Servicing Unplanned Breakdowns
A.6	SUBTOTAL 6: Documentation
A.7	Total for Materials and Labour
A.8	Contingency Sum (10%)
A.9	Nett Tender Amount (Exc VAT)
A.10	15% VAT
A.11	Gross Tender Amount (Form of Offer)

7. The Gross Tender Amount will be used in the evaluation formula to calculate each tenderer's points scored out of the 80 points total.
8. The prices stated in the BOQ will not be subject to escalation and will remain as they are for the duration of the contract.
9. The completed Bills of Quantities shall detail the unit-rate / Lot / Sum, Quantity and Total amount for respectively for each Item. Tenderers are advised to check their item extensions and total additions since no claim for arithmetical errors will be considered.

10. No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any erasure or addition be made it will not be recognised but the original wording of the Bills of Quantities will be adhered to.
11. The Engineer will check the completed Bills of Quantities for arithmetical errors, omissions and discrepancies .
12. The contractor will only be paid for items which have been supplied or work that has been performed. A portion of this work is on an ad hoc basis, so if it is not necessary and the contractor is not called to do it, then he shall not claim for it, even though he priced for it in the bill of quantities.
13. Only major Items have been scheduled but the Tenderer shall nevertheless include for all things he considers necessary whether specified in detail or not to complete the work to specification and in a satisfactory and workmanlike manner, to provide a complete and working system. No extra price will be considered for the provision of materials which should have been allowed to be complete the works unless detailed by the Contractor in the space provided elsewhere in the Specification.
14. Where such equipment is found not to comply with the Specification, the Contractor will be required to provide equipment which does comply, without adjustment to the price in the Bills of Quantities.
15. Where no rates are filled-in by the Tenderer, or the rate is indicated as Nil, it will be assumed that there is no charge for the particular item and that the cost thereof has been included in the other rates provided.
16. The Bills of Quantities shall not be used for ordering purposes. The Contractor shall check and measure the lengths of cables / conductors on site before ordering any of these materials.
17. Variations to be paid under the Contingency Allowance (if any) shall be solely at the discretion and on the written instruction of the Client.
18. An Excel spreadsheet version of the Bill will be made available to Tenderers. The Engineer or the Employer does not take responsibility for any arithmetical or other errors that may occur due to the use of the spreadsheet. The original wording and quantities of the Bills included in the tender document will be adhered. The priced printed version of the Bill may be submitted, however, each page must be initialled by the Tenderer. The Price Summary must be completed by hand and signed in black ink.

**TENDER NUMBER: ENG009/2022**  
**HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND**  
**MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A**  
**PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT**

**BILL OF QUANTITIES**

Item Nr	Description	Unit	Quantity	Rate per unit	Calculated Total
<b>1</b>	<b>PRELIMINARY AND GENERALS</b>				
1,1	To comply with all contractual and legislative requirements, and compliance with Occupational Health and Safety Specification. (Health and Safety Plan etc.)	Sum	1	R	R
1,2	Provision of Ablution facilities for staff and Site Establishment if contractor deems it necessary.	Sum	1	R	R
1,3	Preparation of Programme (Gantt chart), attending site meetings, general dealings with Project Manager and other municipal staff if contractor deems it necessary.	Sum	1	R	R
1,4	Security (only during installation)	Sum	1	R	R
<b>A1</b>	<b>SUB - TOTAL 1: Preliminary and Generals</b>				<b>R</b>
<b>2</b>	<b>SERVICES ASSOCIATED WITH LEASING OF THE GENSETS</b>				
2,1	This relates to costs associated with delivery, rigging, site assessment, installation and commissioning of the hired generator sets.				
2.1.1	20 kVA	Each	2	R	R
2.1.2	50 kVA	Each	2	R	R
2.1.3	100 kVA	Each	2	R	R
2.1.4	200 kVA	Each	2	R	R
2.1.5	300 kVA	Each	2	R	R
2.1.6	500 kVA	Each	2	R	R
2.1.7	800 kVA	Each	2	R	R
2.1.8	1000 kVA	Each	2	R	R

Item Nr	Description	Unit	Quantity	Rate per unit	Calculated Total
	Daily Costs for Renting of the Generator Sets. After the hired gensets have been installed and commissioned, this costs refers to daily rates payable to the contractor when hiring is required.				
2.1.9	20 kVA	weekly	2	R	R
2.1.10	50 kVA	weekly	2	R	R
2.1.11	100 kVA	weekly	2	R	R
2.1.12	200 kVA	weekly	2	R	R
2.1.13	300 kVA	weekly	2	R	R
2.1.14	500 kVA	weekly	2	R	R
2.1.15	800 kVA	weekly	2	R	R
2.1.16	1000 kVA	weekly	2	R	R
2,2	Cabling and Accessories - costs related electrical cables for generator installation if the specific site/s requires one				
2.2.1	Supply, Installation and termination of a 120mm2 4 core PVC/SWA Cu cable	metres	50	R	R
2.2.2	Supply, Installation and termination of a 95mm2 4 core PVC/SWA Cu cable	metres	50	R	R
2.2.3	Supply, Installation and termination of a 70mm2 4 core PVC/SWA Cu cable	metres	50	R	R
2.2.4	Supply and Install control cabling	metres	50	R	R
2.2.5	Supply and installation of 50mm2 BCEW	metres	50	R	R
2.2.6	Supply and installation of 70mm2 BCEW	metres	50	R	R
2.2.7	Telemetry - no integration with George system, function as a stand alone	Sum	1	R	R
2.2.8	Lead Acid/ Lithium ion 105 Amp hour generator batteries	Each	10	R	R
2,3	Trenching and Backfilling, Compaction, danger tape and markers for cable installation , if necessary				
2.3.1	Soft soil	metre	50	R	R
2.3.2	Intermediate soil	metre	50	R	R
2.3.3	Hard soil	metre	50	R	R
2.3.4	Stablising the generators ( concrete plint and earth works)	Sum	1	R	R
A2	<b>SUB TOTAL 2: Leasing of the Gensets Services</b>				R

Item Nr	Description	Unit	Quantity	Rate per unit	Calculated Total
<b>3</b>	<b>MAINTENANCE OF EXISTING GENERATOR SETS</b>				
3,1	This relates to costs associated with Maintenance of existing generator sets on a quarterly basis for a period of 12 months (has to be performed four times a year). The maintenance procedure shall, at minimum, abide by the maintenance checklist defined in the scope of works.				
3.1.1	15 kVA - Pacaltsdorp Civic Building	Each	4	R	R
3.1.2	20 kVA – Touwronten E	Each	4	R	R
3.1.3	20 kVA – The Electrical Workshop	Each	4	R	R
3.1.4	30 kVA – Central	Each	4	R	R
3.1.5	30 kVA - Fancourt	Each	4	R	R
3.1.6	30 kVA - Small mobile trailer	Each	4	R	R
3.1.7	40 kVA - Gwaying Sewage Works	Each	4	R	R
3.1.8	40 kVA - Le Grande Water Pump Station	Each	4	R	R
3.1.9	50 kVA - Vehicle Registration	Each	4	R	R
3.1.10	50 kVA - Law Enforcement	Each	4	R	R
3.1.11	50 kVA - Civil	Each	4	R	R
3.1.12	50 kVA - Tamsui Pump Station	Each	4	R	R
3.1.13	60 kVA – Thembaletu No 2	Each	4	R	R
3.1.14	60 kVA – Touwronten D	Each	4	R	R
3.1.15	68 kVA - Eskom Water Pump Station	Each	4	R	R
3.1.16	70 kVA - Kleinkrantz Pump Station	Each	4	R	R
3.1.17	70 kVA - Kleinkrantz Sewage Pump Station	Each	4	R	R
3.1.18	80 kVA - Oorlaai Pump Station	Each	4	R	R
3.1.19	80 kVA - Old Water Works	Each	4	R	R
3.1.20	80 kVA - Saasveld Pump Station	Each	4	R	R
3.1.21	100 kVA - Serpentine	Each	4	R	R
3.1.22	100 kVA – Touwronten A	Each	4	R	R
3.1.23	100 kVA - Esturine	Each	4	R	R
3.1.24	130 kVA - Trailer Break Water Bay	Each	4	R	R
3.1.25	150 kVA - Welgelegen Sewer Pump Station	Each	4	R	R
3.1.26	150 kVA - Herolds Bay Sewage Pump Station	Each	4	R	R
3.1.27	200 kVA – Rooi Rivier	Each	4	R	R
3.1.28	200 kVA - Thembaletu Pump Station No 7	Each	4	R	R
3.1.29	200 kVA – Thembaletu No 1				
3.1.30	200 kVA - George Civic Centre	Each	4	R	R
3.1.31	200 kVA - Kraaibosch Sewage Pump Station	Each	4	R	R
3.1.32	200 kVA - Eden Sewage Pump Station	Each	4	R	R

Item Nr	Description	Unit	Quantity	Rate per unit	Calculated Total
3.1.33	250 kVA - Victoria Bay Pump Station	Each	4	R	R
3.1.34	300 kVA – Pacaltsdorp No 03	Each	4	R	R
3.1.35	300 kVA - Erb and Flow	Each	4	R	R
3.1.36	350 kVA - Thembaletu Pump Station No 06	Each	4	R	R
3.1.37	500 kVA - Garden Route Dam	Each	4	R	R
3.1.38	500 kVA - Large Mobile Trailer 1	Each	4	R	R
3.1.39	500 kVA - Large Mobile Trailer 2	Each	4	R	R
3.1.40	800 kVA - Outeniqua Waste water Treatment Works	Each	4	R	R
3.1.41	800 kVA - New Water Works	Each	4	R	R
3.1.42	1 000 kVA - Pacaltsdorp No1 Sewage Pump Station	Each	4	R	R
<b>A3</b>	<b>SUB TOTAL 03 - Maintenance of Existing Generator Sets</b>				<b>R</b>
<b>4</b>	<b>TRAINING</b>				
4.1	Training of 3 Municipal staff on maintenance of the generator sets everytime the contractor comes to site for quartely maintenance				
<b>A4</b>	<b>SUB TOTAL 4: Training</b>				<b>R</b>
<b>5</b>	<b>SERVICING - UNPLANNED BREAKDOWNS</b>				
5.1	This refers to unplanned generator breakdowns or failures that have to be fixed urgently and require emergency work. The Rate per hour for each staff based on their designation shall be stated here				
5.1.1	Skilled Labour - Registered Electrician	Rate per hour	20		
5.1.2	Supervisor	Rate per hour	20		
5.1.3	Technician	Rate per hour	20		
5.1.4	Artisan	Rate per hour	20		

Item Nr	Description	Unit	Quantity	Rate per unit	Calculated Total
5.1.5	Unskilled Labour	Rate per hour	20		
<b>A5</b>	<b>SUB TOTAL 5 - Servicing Unplanned Breakdowns</b>				
<b>6</b>	<b>DOCUMENTATION</b>				
6.1	Compilation of Four (4) sets of Operating and Maintenance Manuals, including all equipment data	Sum	1		
6.2	Certificate of Compliance for each installation made	Sum	1		
6.3	Any other items required for the successful completion of the work but not included in this bill of quantities. Please specify.	Sum	1		
<b>A6</b>	<b>SUB TOTAL 6 - Documentation</b>				

#### PRICE SUMMARY

#### FORM OF OFFER CALCULATION

ITEM	DESCRIPTION	AMOUNT (ZAR)
A1	Sub Total 1: Preliminary and Generals	R
A2	Sub Total 2: Leasing of Gensets	R
A3	Sub Total 3: Maintenance of Existing Generator Sets	R
A4	Sub Total 4: Training	R
A5	Sub Total 5: Servicing Unplanned Breakdowns	R
A6	Sub Total 6: Documentation	R
A7	Total for Materials and Labour (Excl VAT)	R
A8	Contingencies Sum (10 %)	R
A9	NETT Tender Amount (Excl VAT)	R
A10	15% VAT	R
A11	GROSS TENDER Amount (VAT Incl)	R

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

---

Tenderers must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

---

Date

---

Signature of Tenderer



## 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 George 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) **at the price reflected in the Pricing Schedule.**

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 George 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 fulfill the contract when called upon to do so, the George 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 George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable 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 favorable tender; the George 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 fulfillment 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 George 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 fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment 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: \_\_\_\_\_

Capacity: \_\_\_\_\_

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: **MR B MANDLA**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION****PART A**

Tax Compliance Status	TCS Pin:		<b>OR</b>	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [If Yes, Enclose Proof]		Are You A Foreign Based Supplier For The Goods / Services / Works Offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [If Yes, ANSWERING Part 2.]
Signature of Bidder	.....		Date		.....

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
1.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.	
1.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL CUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES      NO
2.2	Does the entity have a branch in the RSA?	YES      NO
2.3	Does the entity have a permanent establishment in the RSA?	YES      NO
2.4	Does the entity have any source of income in the RSA?	YES      NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES      NO
<b>IF THE ANSWERING IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</b>		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

## DECLARATION OF INTEREST

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

3.9	Have you been in the service of the state for the past twelve months?	<b>YES / NO</b>
3.9.1	<p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
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?	<b>YES / NO</b>
3.10.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
3.11.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.12.1	If yes, furnish the following particulars:	

	<p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>



4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each Director</b>	<b>State Employee Number (where applicable)</b>
<b>5.</b>	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS



#### 4.3 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 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

#### 6. BID DECLARATION

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

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

- 7.1 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.

## 8. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

**Designated Group: An EME or QSE which is at least 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

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality**                      **where**                      **business**                      **is**                      **situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

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

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: STEEL PRODUCTS SECTOR

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>ELECTRICAL AND TELECOM CABLE PRODUCTS</b>	<b>90%</b>
<b>CEMENT</b>	<b>100%</b>
<b>INDUSTRIAL LEAD ACID BATTERIES</b>	<b>50%</b>

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement (Monday, 23 March 2015) of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO. ENG009/2022**

**ISSUED BY: GEORGE MUNICIPALITY**

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Municipality / Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Annexure C, D and E should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made.**

## Annex C

### Local Content Declaration – Summary Schedule

(C1)	Tender No.	ENG009/2022:			<u>Note:</u> VAT to be excluded from calculations
(C2)	Tender description:				
(C3)	Designated product(s)				
(C4)	Tender Authority:				
(C5)	Tendering Entity name:				
(C6)	Tender Exchange		Pula -	EU -	
(C7)	Rate:				
	Specified local content %				

Calculation of local content								Tender summary			
Tender Item no's	List of Items	Tender price – each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
(C20) Total tender value								R.....			
(C21) Total Exempt imported content									R.....		
(C22) Total Tender value net of exempt imported content									R.....		
(C23) Total Imported content										R.....	
(C24) Total local content										R.....	
(C25) Average local content % of tender											%

Signature of tenderer from Annex B: .....Date: .....

## Annex D

1286.2011

SATS

### Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.	<b>ENG009/2022:</b>				<u>Note:</u> VAT to be excluded from calculations	
(D2)	Tender description:						
(D3)	Designated product(s)						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:		Pula -	EU -	GBP -		

#### A. Exempted imported content

				Calculation of imported content						Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R.....	
This total must correspond with Annex C-C21											

#### B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender Item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by Tenderer										R.....	

## Annex D (contd.)

### **C. Imported by a 3rd party and supplied to the Tenderer**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content							Summary	
				Foreign currency value as per commercial invoice	Tender rate of exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
(D45) Total imported value by 3rd party											R.....	

### **D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments – (D32), (D45) & (D52) above

Summary of payments
Local value of payments
(D51)
R.....
R.....
This total must correspond with Annex C – C23.

Signature of tenderer from Annex B: .....

Date: .....



**Annex E**

SATS 1286.2011

**Local Content Declaration – Supporting Schedule to Annex C**

(E1)	Tender No.	<b>ENG009/2022:</b>
(E2)	Tender description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R.....
(E10) [REDACTED]	(Tenderer's manpower cost)		R.....
(E11) [REDACTED]	(Rental, depreciation & amortisation, utility costs, consumables, etc)		R.....
(E12) [REDACTED]	(Marketing, insurance, financing, interest, etc)		R.....
	(E13) Total local content		R.....
			This total must correspond with Annex C – C24

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
4.5.1	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 bids<sup>1</sup> invited.
  - 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> 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:
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**TENDER NUMBER: ENG009/2022: TENDER FOR THE HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL GENERATOR SETS FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT**

in response to the invitation for the bid made by:

### **GEORGE MUNICIPALITY**

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (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

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

## CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

**Tender Number:** ENG009/2022

**Name of the Bidder:** \_\_\_\_\_

### DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), 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 <b>residential</b> 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 \_\_\_\_\_ 2016

#### PLEASE NOTE:

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

# **GEORGE 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.

## 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 anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties 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.