

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: GMT005/26-27**

**TENDER FOR THE PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MANAGEMENT OF THE ROSEMOOR HOME FOR THE AGED FOR A PERIOD OF THREE (3) YEARS**

ENQUIRIES: MS. SIMNIKIWE MBEKUSHE  
YORK STREET  
GEORGE  
(044) 802 2019

ISSUED BY:  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

**Total Rates for Year 1, 2 & 3 (All  
Applicable Taxes Included)**

Various Rates

### PREFERENCES CLAIMED FOR:

|                                                       |              |                      |
|-------------------------------------------------------|--------------|----------------------|
| B-BBEE Status Level of Contributor and Point Claimed: | Level: _____ | Point Claimed: _____ |
|-------------------------------------------------------|--------------|----------------------|

|                                    |                 |                      |
|------------------------------------|-----------------|----------------------|
| Locality Status and Point Claimed: | Locality: _____ | Point Claimed: _____ |
|------------------------------------|-----------------|----------------------|

**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON FRIDAY, 27 NOVEMBER 2026**

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## **BIDDER CONTACT DETAILS**

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

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<br/>correspondence<br/>with X</b> |
| Postal<br>Address:             | .....<br>.....<br>.....<br>..... Postal Code: ..... |                                                     |
| E-mail<br>Address:             | .....                                               |                                                     |
| Telephone<br>Number:           | .....                                               |                                                     |
| Cellular<br>Number:            | .....                                               |                                                     |
| Facsimile<br>Number:           | .....                                               |                                                     |

## **GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**

### **TENDER NUMBER / NOMMER:**

Tenders are hereby invited for the **Proposals for the Appointment of a Service Provider for the Management of the Rosemoor Home for the Aged for a period of three (3) years.**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. GMT005/26-27** must be placed in the tender box at the George Municipality on the **Fifth Floor**, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Friday, 27 November 2026**. Tenders will be opened on the same day in the 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.

A compulsory clarification briefing meeting will be held at Rosemoor Home for the Aged, erven 8615, 2 Attakwa Street, Rosemoor, George at 10:00 on Thursday, 05 November 2026.

**Non-attendance of the compulsory briefing meeting will disqualify your tender.**

Tender documents are available at a non-refundable deposit of R309.35 each from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George.

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 awarded as follows:

**Phase 1: Administrative Compliance and Mandatory Requirements as per tender specifications.**

#### **Phase 2: Functionality Criteria:**

Only tenderers scoring a minimum of 43 out of 65 points in this stage will be further considered for evaluation in phase 2.

#### **Phase 3: Price, B-BBEE and Specific Goals:**

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

Tenders word hiermee ingewag vir die **Voorstelle vir die Aanstelling van 'n Diensverskaffer vir die Bestuur van die Rosemoor Tehuis vir Bejaardes vir 'n tydperk van drie (3) jaar.**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

**Tender Nr. GMT005/26-27** moet voor **Vrydag, 27 November 2026** om **12:00** in die tender bus by die George Munisipaliteit op die **Vyfde Vloer**, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

'n Verpligte inligtingsvergadering sal by Rosemoor Tehuis vir Bejaardes, Erf 8615, Attakwastraat 2, Rosemoor, George om 10:00 op Donderdag, 05 November 2026 gehou word.

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

Tender dokumente is verkrygbaar teen 'n R309.35 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George.

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

Tenders sal as volg ge-evalueer en toegeken word:

**Fase 1: Administratiewe Nakoming en Verpligte Vereistes soos per tender spesifikasies.**

#### **Fase 2: Funksionaliteit Kriteria:**

Slegs tenderaars wat 'n minimum van 43 uit 65 punte behaal in die fase, sal verder vir evaluering oorweeg word vir fase 2.

#### **Fase 3: Prys, B-BBEE en Spesifieke Doelwitte:**

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrigingsbeleid, waar 80 punte ten

opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

For more information, contact Ms. Simnikiwe Mbekushe at (044) 802 2019 or [smbekushe@george.gov.za](mailto:smbekushe@george.gov.za).

Vir verdere inligting, kontak Mev. Simnikiwe Mbekushe by (044) 802 2019 of [smbekushe@george.gov.za](mailto:smbekushe@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 lowest or any tender.

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 gebind om die laagste of enige tender te aanvaar nie.

An alternative tenderer may be appointed.

'n Alternatiewe tenderaar kan aangestel word.

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

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

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

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

**DR. DGI O'NEILL  
ACTING MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

**DR. DGI O'NEILL  
WAARNEMENDE MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MANAGEMENT OF THE ROSEMOOR HOME FOR THE AGED FOR A PERIOD OF THREE (3) YEARS**

BID NUMBER: GMT005/26-27

CLOSING DATE: 27 November 2026

CLOSING TIME: 12:00

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

Supply Chain Management Unit  
The Civic Centre (5<sup>th</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 2022.

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

## DETAILS OF TENDERER

|                                                                                               |                                                                                                             |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Name of firm / entity / enterprise                                                            |                                                                                                             |
| Trading as (if different from above)                                                          |                                                                                                             |
| Postal address                                                                                | Postal Code _____                                                                                           |
| Physical address                                                                              |                                                                                                             |
| Contact Details of the <b>Person Signing the Tender:</b>                                      | Name: _____<br>Telephone: (____) _____ Fax: (____) _____<br>Cellular Number: _____<br>E-mail address: _____ |
| Contact Details of the <b>Senior Manager Responsible for Overseeing Contract Performance:</b> | Name: _____<br>Telephone: (____) _____ Fax: (____) _____<br>Cellular Number: _____<br>E-mail address: _____ |
| Contact Details of <b>Person Responsible for Accounts / Invoices:</b>                         | Name: _____<br>Telephone: (____) _____ Fax: (____) _____<br>Cellular Number: _____<br>E-mail address: _____ |

**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:

| <b>DESCRIPTION OF<br/>BANK DETAIL</b> | <b>BANK DETAILS APPLICABLE TO<br/>TENDERER'S HEAD OFFICE</b> |
|---------------------------------------|--------------------------------------------------------------|
| 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:**

- a) The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER:  
GMT005/26-27 – PROPOSALS FOR THE APPOINTMENT OF A SERVICE  
PROVIDER FOR THE MANAGEMENT OF THE ROSEMOOR HOME FOR  
THE AGED FOR A PERIOD OF THREE (3) YEARS**

- b) 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 |      |          |           |

## 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:  
GMT005/26-27 – PROPOSALS FOR THE APPOINTMENT OF A SERVICE  
PROVIDER FOR THE MANAGEMENT OF THE ROSEMOOR HOME FOR  
THE AGED FOR A PERIOD OF THREE (3) YEARS**

(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)

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

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

## JOINT VENTURE

Only to be completed if applicable

|                                                                                     |                                                                                                                                   |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <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 style="width: 40px; height: 20px;" type="checkbox"/><br>NO <input style="width: 40px; height: 20px;" 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** \_\_\_\_\_

**SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

***If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.***

| Sub-Contractor's Name | Work Activities to be undertaken by the Sub-Contractor/s | Work Recently Executed by Sub-Contractor/s |
|-----------------------|----------------------------------------------------------|--------------------------------------------|
|                       |                                                          |                                            |

## **TENDER SPECIFICATIONS**

### **PURPOSE / SCOPE**

The George Municipality invites qualified service providers to submit proposals for managing the Rosemoor Units for the Aged, located at Erf 8615, Attakwa Street, George.

### **BACKGROUND**

The Rosemoor Units for the Aged is situated at Erf 8615 George (Attakwa Street) and is the property of George Municipality. There is a need for the day-to-day management of the Rosemoor Units for the Aged and George Municipality does not have the necessary capacity to fulfil this task. A Service provider is needed to operate from the same site and their personnel must be available daily. They must be strategically situated to deal with complaints, queries and requests from the occupants of these units.

Council resolved at a Special Council meeting held on 08 April 2025 that proposals be invited for the appointment of a new service provider.

George Municipality will be responsible for the maintenance of the buildings, as well as for the waiting list, allocation of the units and the signing of rental agreements.

### **PROJECT DELIVERABLES**

1.1 The Service Provider must provide:

The services currently needed from the Service Provider are as follows:

- Administrative staff must be based at the offices of the Units of the aged during weekdays 08:00 until 16:30 and be readily available for emergencies after hours.
- Must ensure protocol processes in case of emergency.
- Deal with complaints of beneficiaries (occupants).
- Monthly reports on issues with maintenance, social issues and complaints received.
- Collecting income certificates of occupants (if necessary).
- Implementation of house rules (as per Council's Policy).
- Inform George Municipality when an occupant has passed away or vacates a unit.
- Report any incidence of violence, misuse of units or breaking of house rules immediately.
- Ensure that all tenants, at occupation, register at an Old Age Centre to ensure eventual placement when the need arises.
- Maintain a relationship with the Old Age Centre to ensure possible placements are available when needed.

- Well balanced meals is a must three (3) times a day (breakfast, lunch and supper).
- Appoint a cook.
- Cook to undertake to obtain a Certificate of Acceptance for the operation of the kitchen.
- Appoint a driver.
- Driver to drive residents to and from town, clinics, doctors, etc.
- Managing all admissions to the units.
- Appointing a qualified Social Worker who will:
  - Conduct eligibility assessments of prospective occupants/beneficiaries based on municipal and social need assessment criteria.
  - Provide psychosocial support where necessary.
  - Maintain records of assessments and referrals as part of admission documentation.
- Appoint a Social Auxiliary Worker who provide functional assistance to the Social Worker by handling all intakes and assistance in maintaining client files.
- Address the social issues of the residence as well as to apply in advance for a home for frail care.
- Implement the following programs for the elderly at the facility:
  - Economic Empowerment:
    - Income generating activities.
    - Food and gardening projects.
    - Arts and crafts projects.
    - Poverty relief projects.
    - Employment and economic empowerment projects.
  - Information awareness campaigns:
    - Rights of older persons – abuse, health and lifestyle aspects, e.g. Dementia.
    - Information on basic and other professional services, how and where to access services.
  - Education and skills development programmes:
    - Adult Basic Education Training (ABET).
    - Life skills programmes, e.g. budgeting, grand parenting.
    - Computer training.
    - Skills training as identified in a community.
  - Programmes to address spiritual, cultural, health, civic and social service needs and / or made accessible for coordinating such programmes where applicable:
    - Religious activities.
    - Primary Health Care (PHC) services, e.g. immunization, basic podiatry services, monitoring of health status.
    - Cultural / traditional activities, e.g. indigenous games.
    - Pension pay points / access social grants.
    - Advise and referral in order to access basic services.
    - Preventative and promotion of health care programmes.
    - Information on access to transport.
  - Provision of or access to nutritionally balanced meals to needy older persons:

- Meals on wheels.
- Food on foot.
- Provision of a balanced meal to older persons at a designated facility.
- A pre-planned cycle of varied and balanced meals.
- Special diets in accordance with the health needs of residents.
- To accommodate cultural and religious preferences where applicable.
- Access to food parcels.
- Recreational opportunities must be identified, developed and implemented:
  - Cultural activities.
  - Indoor and outdoor games.
  - Library services.
  - Social activities.
  - Sport activities.
  - Physical exercise activities.
  - Active ageing.
- Counselling services made accessible to older persons:
  - Bereavement counselling.
  - Trauma counselling.
  - Pre- and post-retirement counselling.
  - Support groups.
  - Telephone helpline.
  - Counselling based on verbalized personal needs.
- Provision of and / or accessibility to professional services, including care and rehabilitation to ensure independent living of the older person:
  - Sessional social work services.
  - Primary Health Care Services by a primary health care nurse.
  - Community Based Rehabilitation workers, Assistant physiotherapist and assistant occupational therapist as well as other professional categories.
  - Support services.
  - Programmes to enable and support families and spouses / partners to provide care and support.
  - Provision of assistive devices.
- Awareness on services contained in the indigent policy for vulnerable and qualifying older persons:
  - Awareness on the content of the indigent policy of local government and rebates of rates concession for qualifying older persons (e.g. subsidized transport, rates and taxes).
  - Referral systems in place to access services contained in the indigent policy.
- Utilisation and management of existing facilities for older persons as multi-purpose community centres:
  - Outreach programmes (taking services to the community and making the facility available for the community).
  - Cooperation agreement with other stakeholders.
- Integrated community care and development systems for older persons:

- Directory of community care and support services available to all older persons.
- Utilisation of skills of older persons in community projects (e.g. skill of retired professionals).
- Provision of intergenerational programmes:
  - Reality orientation programmes available, accessible or developed and made accessible.
  - After school classes operated by older persons.
  - Cultural story telling.
  - Operation dignity programmes developed and implemented.
  - Cultural games organised.
  - Grand parenting programmes.
  - Moral regeneration activities (preservation of values, adopt a school, adopt a granny).
- Other programmes and services:
  - Facilitate access to transport.
  - Facilitate access to assistive devices.
  - Programmes to promote optimal independent functioning and self-fulfilment / actualization, e.g. to promote preparation and provisioning for old age, development of life skills and transfer of skills, life-long training and education, poverty relief programmes to promote financial sustainability.
- Ensure that the basic needs are addressed regarding funeral policy and identification document.
- Report to Sassa when grants are being miss-used by family loan sharks or person becomes into debt.
- Provide own **insured** ovens, cookers, fridges, utensils and cutlery to operate a fully functional kitchen and serve the residents meals (130 units, 55 double and 75 single = 185 residents).
- Provide own vehicle to transport residents to and from Clinic, Town, Doctors, etc.
- Provide own office furniture, laptops, stationary, etc to operate a fully functional office.

## EVALUATION CRITERIA

- a) Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- c) **Phase 1:** Administrative Compliance and Mandatory Requirements
- d) **Phase 2:** Functionality Criteria
- e) **Phase 3:** Price, B-BBEE and Specific Goals

## **PHASE 1 – ADMINISTRATIVE COMPLIANCE AND MANDATORY REQUIREMENTS**

Bidders who have met the requirements of Phase 1 will be evaluated in this stage. During this stage the standard bidding documents and the special conditions requirements will be checked. Only bidders who comply will move on to the next phase. Note that a duly authorised representative must sign all the required documentation. You have to comply with all the requirements. Failure to submit and sign any of the documents will result in the bid being automatically disqualified.

- a. The bidder must submit a valid **NPO / NPC Number (Registration must be up to date). FAILURE TO ATTACHED WILL RENDER YOUR BID NON-RESPONSIVE.**
- b. The bidder must submit most recent **Audited Financial Statements of NGO. FAILURE TO ATTACH WILL RENDER YOUR BID NON-RESPONSIVE.**
- c. The bidder must submit **the latest Bank Statements for the past 3 months. FAILURE TO ATTACH WILL RENDER YOUR BID NON-RESPONSIVE.**
- d. The bidder must submit proof of **Subsidy from Department of Social Development and/or other funders (National Lotteries Commission). FAILURE TO ATTACH WILL RENDER YOUR BID NON-RESPONSIVE.**
- e. Bidder must submit proof of a **Roadworthy Vehicle. FAILURE TO ATTACHED ROADWORTHY CERTIFICATE OF VEHICLE WILL RENDER YOUR BID NON-RESPONSIVE.**
- f. Bidder must submit proof of **qualified key personnel:**
  - **Admin staff** – Office Administration Certificate / National Diploma.
  - **Auxiliary Worker** - 3 year tertiary qualification preferably a B-degree or National Diploma; 1-3 years relevant experience.
  - **Home Base Care Worker** - Grade 12.
  - **Social Worker** - Relevant 3 year tertiary qualification preferably a B-degree or National Diploma; 3-5 years relevant experience; computer literate.
  - **Nurse** - Enrolled Nurse with a post matric qualification with preference a Certificate of enrolment with SANC as an Enrolled Nurse; computer literate.

- **Driver** – Grade 10, Driver's licence code C, plus PDP.

**FAILURE TO ATTACHED CERTIFIED COPIES OF QUALIFICATIONS, DRIVERS LICENCE AND PDP WILL RENDER YOUR BID NON-RESPONSIVE.**

## **COMPETENCIES AND EXPERTISE OF SERVICE PROVIDER**

1. For the purposes of the services described below, applicable qualifications of the service provider, being the responsible to manage the Rosemoor Units for the Aged. (See Functionality Criteria 1: Qualification, in the attached Schedule).
2. The skills and expertise described below do not need to be held by a different person for each field of expertise, provided all expertise is adequately covered by the team members. (See Functionality Criteria 1: Experience, in the attached Schedule).

## **PHASE 2: FUNCTIONALITY CRITERIA**

Functionality will be scored against the following criteria. Please note that where a “Minimum Rating to Qualify” for a criterion has been indicated, a bidder shall be disqualified where the bidder does not achieve the minimum rating.

In order to qualify to be evaluated for phase 3, a bidder must score a minimum of **43** points for the phase 2: functionality criteria.

Please note that points will not overlap, meaning points are awarded only once per category. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Terms of Reference (ToR).

Track records for years' experience as an operating NPO / NGO needs to be provided.

| <b>Field of Expertise</b><br>(Also see functionality scoring table) | <b>Typical Services Required</b><br>(Also see functionality scoring table)                                                                                        |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (NGO) or (NPO)                                                      | The Service Provider must be a Non-Governmental Organisation (NGO), Non-Profit Company (NPC) or Non-Profit Organisation (NPO) with an active registration number. |
| Knowledge of Financial Management                                   | Experience to implement an effective, efficient and transparent financial management and internal control system to guard against fraud, theft and financial      |

|                                                                                  |                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                  | mismanagement. Written proof of such a system must be provided to the Municipality.in a monthly report                                                                                                                                                                                                          |
| Knowledge of reporting and Administrative Functions                              | Experience in reporting and dealing with complaints of beneficiaries, Collecting of income certificates. Informing George Municipality immediately in writing when a beneficiary passed away or vacates the unit. Report any incidence of violence, misuse of the units or breaking of house rules immediately. |
| Knowledge of implementing rules                                                  | Implementation of house rules as determined by George Municipality (amendments to house rules must be submitted to Council before implementation).                                                                                                                                                              |
| Good Relationships with Old Age Homes and knowledge of their allocation policies | Ensure all tenants, at occupation, register at the Old Age Centre to ensure eventual placement when the need arises. Maintain a relationship with the Old Age Centre to ensure possible placements are available when the need arises.                                                                          |

#### **Tenderers to show:**

- Compiled business proposal and programmes that would be implemented.
- Their approach to achieving the project deliverables.
- Their competency and experience, of the team and individual members/consultants (See attached Functionality Schedule).
- Staff Component and their qualifications.
- Racial groups of staff.
- Audited documents of organisation.
- Bank statement.
- Subsidy from Department of Social Development and/or National Lotteries Commission.
- Experience with elderly.
- Police clearance of staff.
- Detailed Business Plan.
- Donor funding.
- Tax compliance (bidders must ensure compliance with their tax obligations) and BBBEE compliance (for NPC) and Tax exemptions (for NPO).
- Track record for years of experience.

#### **FUNCTIONALITY CRITERIA**

Track records x 3 as outlined in (1) above under the heading **“Years’ experience as a Registered NGO / NPO**

- Relevant Qualifications – Documents attached - YES
- Relevant Qualifications - Documents not attached – NO

The following criteria will be used to calculate points for the functionality of the proposal and bidders should ensure they submit all information to be pre-evaluated on the criteria below, prior the evaluation on price and preference.

|   | CRITERIA                                                                                                                                                                                                                                                                                                                    | WEIGHT                                                 | SCORE |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------|
| 1 | <b>YEARS EXPERIENCE AS A REGISTERED NGO / NPO</b><br><br>(a) 10 or more Years of experience<br><br>(b) More than 3 but less than ten 10 Years of experience<br><br>(c) 3 Years of experience<br><br>(d) Less than 3 years of experience                                                                                     | <b><u>15</u></b><br><br>15<br><br>10<br><br>5<br><br>0 |       |
| 2 | <b>PROVEN TRACK RECORD: EXPERIENCE WITH THE ELDERLY - REFERENCES WITH CONTACTABLE DETAILS</b><br><br><b>3 or more</b> x References with contactable details<br><br><b>2</b> x References with contactable details<br><br><b>1</b> x Reference with contactable details<br><br><b>No</b> References with contactable details | <b><u>10</u></b><br><br>10<br><br>6<br><br>3<br><br>0  |       |
| 3 | <b>PROGRAMMES ACCORDING TO THE OLDER PERSONS ACT 13 (As listed under project deliverables on pages 14 - 17)</b><br><br>a) Have a framework for 13 programmes or more<br><br>b) Have a framework for at least 10 programmes<br><br>c) Have a framework for at least                                                          | <b><u>15</u></b><br><br>15<br><br>10<br><br>5          |       |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |  |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--|
|   | 5 programmes<br><br>d) No program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0                                       |  |
| 4 | <b>MENU APPROVED BY A HEALTH CARE PROFESSIONAL</b><br><br>MENU APPROVED BY A HEALTH CARE PROFESSIONAL ATTACHED - <b>YES</b><br><br>MENU APPROVED BY A HEALTH CARE PROFESSIONAL ATTACHED - <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>5</u><br><br>5<br><br>0              |  |
| 5 | <b>BUSINESS PLAN</b><br><br>a) The Business Plan is comprehensive, fully detailed, and clearly demonstrates the bidder's understanding of the requirements. It includes all key components such as the operational, financial, management, and care plans, supported by relevant evidence.<br><br>b) The Business Plan is detailed and well-prepared, addressing most of the required elements. Minor areas may lack depth, but the overall plan reflects sound understanding and feasibility.<br><br>c) The Business Plan is adequate and sufficient, providing basic information and demonstrating a reasonable understanding of the scope. However, it lacks detailed explanations, supporting evidence, or clear | <u>20</u><br><br>20<br><br>15<br><br>10 |  |

|  |                                                                                                                                                                               |    |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
|  | implementation measures.                                                                                                                                                      |    |  |
|  | d) The Business Plan is submitted but vague, offering limited information with minimal alignment to the requirements. Key components are missing or insufficiently described. | 5  |  |
|  | e) No Business Plan submitted                                                                                                                                                 | 0  |  |
|  | <b>TOTAL</b>                                                                                                                                                                  | 65 |  |

Only bidders scoring a minimum of 43 points out of 65 points for functionality criteria will be further considered for evaluation for price, B-BBEE and specific goals.

**NB: Evidence supporting the above mentioned must be provided and submitted with your tender document.**

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

---

Bidders 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 rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 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: \_\_\_\_\_

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 M PHOSA**

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

Capacity: **DIRECTOR: PLANNING AND DEVELOPMENT**

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

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

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

|                                                                                                                                                                         |                                                                                     |  |    |                                                                            |                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--|----|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Tax Compliance Status                                                                                                                                                   | TCS Pin:                                                                            |  | or | CSD No:                                                                    |                                                                                      |
| B-BBEE Status Level Verification Certificate<br>[Tick Applicable Box]                                                                                                   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                         |  |    | B-BBEE Status Level Sworn Affidavit                                        | <input type="checkbox"/> Yes<br><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<br>[If Yes, Enclose Proof] |  |    | Are You A Foreign Based Supplier For The Goods / Services / Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If Yes, Answer 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.<br>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.<br>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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .<br>1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.<br>1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.<br>1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.<br>1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER 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 ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 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: .....

**MBD 4****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:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |
| 3.2   | Identity number: .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
| 3.3   | Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                |                 |
| 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:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |
|       | Name of state institution at which you or the person connected to the bidder is employed:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                       |                 |
|       | Position occupied in the state institution:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |
|       | Any other particulars: .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 3.9<br>3.9.1   | <p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>                                                                                                                                                                                                                                                                                                                                                                      | <b>YES / NO</b> |
| 3.10<br>3.10.1 | <p>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?</p> <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>                | <b>YES / NO</b> |
| 3.11<br>3.11.1 | <p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <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> | <b>YES / NO</b> |
| 3.12<br>3.12.1 | <p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>                                                                                                                                                                                                                                                                                                                                     | <b>YES / NO</b> |

|        |                                                                                                                                                                                                                                                                                                                                                           |                 |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|        | <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>                                                   |                 |
| 3.13   | Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?                                                                                                                                                                                                        | <b>YES / NO</b> |
| 3.13.1 | <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> |                 |
| 3.14   | Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?                                                                                                                               | <b>YES / NO</b> |
| 3.14.1 | <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>                                                                                                                                                                                                                                                                                             |                 |

| 4. Full details of directors / trustees / members / shareholders: |                                                                                                                              |                                         |                                          |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| <b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>       |                                                                                                                              |                                         |                                          |
| Full Name                                                         | Identity Number                                                                                                              | Individual Tax Number for each Director | State Employee Number (where applicable) |
|                                                                   |                                                                                                                              |                                         |                                          |
|                                                                   |                                                                                                                              |                                         |                                          |
|                                                                   |                                                                                                                              |                                         |                                          |
|                                                                   |                                                                                                                              |                                         |                                          |
|                                                                   |                                                                                                                              |                                         |                                          |
| <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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price;
- (b) BBBEE; and
- (c) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| BBBEE                                            | 10         |
| SPECIFIC GOALS                                   | 10         |
| <b>Total points for PRICE and SPECIFIC GOALS</b> | <b>100</b> |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim

regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) | Number of Points for Preference (90/10) |
|------------------------------------|-----------------------------------------|-----------------------------------------|
| 1                                  | 10                                      | 5                                       |
| 2                                  | 9                                       | 4.5                                     |
| 3                                  | 7                                       | 3                                       |
| 4                                  | 6                                       | 2.5                                     |
| 5                                  | 4                                       | 2                                       |
| 6                                  | 3                                       | 1.5                                     |
| 7                                  | 2                                       | 1                                       |
| 8                                  | 1                                       | 0.5                                     |
| Non-compliant contributor          | 0                                       | 0                                       |

**Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

| Locality of Tenderer's Office                                   | Number of points (80/20 system) | Number of points (90/10 system) |
|-----------------------------------------------------------------|---------------------------------|---------------------------------|
| Within the boundaries of George Municipality                    | 10                              | 5                               |
| Within the boundaries of the Garden Route District Municipality | 6                               | 3                               |
| Within the borders of the                                       | 4                               | 2                               |

|                                         |   |   |
|-----------------------------------------|---|---|
| Western Cape                            |   |   |
| Outside the borders of the Western Cape | 2 | 1 |

**Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.**

**George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.**

**The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)**

**The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).**

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

## **5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

|                                                                      |
|----------------------------------------------------------------------|
| 5.1. Contribution to BBBEE: ..... = .....(maximum of 5 or 10 points) |
|----------------------------------------------------------------------|

(Points claimed in respect of paragraph 5.1 must be in accordance with the

table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

#### **LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

5.2. **Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its

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

|                             |       |
|-----------------------------|-------|
| .....                       |       |
| SIGNATURE(S) OF TENDERER(S) |       |
| SURNAME AND NAME:           | ..... |
| DATE:                       | ..... |
| ADDRESS:                    | ..... |

**SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

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:

|                            |  |
|----------------------------|--|
| <b>Enterprise Name</b>     |  |
| <b>Trading Name</b>        |  |
| <b>Registration Number</b> |  |
| <b>Enterprise Address</b>  |  |

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 OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## 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.

**MBD 9**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**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.

**MBD9**

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:** GMT005/26-27

**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 \_\_\_\_\_ 2026

**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**

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## **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.