

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: HS010/2022**

**TENDER FOR THE HIRING AND MAINTENANCE / SERVICING OF  
CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND WHEN  
REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF  
APPOINTMENT**

ENQUIRIES: MS WENDY MENTOR  
YORK STREET  
GEORGE  
(044) 802 2020

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

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

TOTAL PRICE (INCLUDING VAT)	R
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### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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**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 CLOSURES AT 12H00 ON MONDAY, 12 DECEMBER 2022**

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

**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NUMBER / NOMMER: HS010/2022**

Tenders are hereby invited for the **HIRING AND MAINTENANCE / SERVICING OF CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. HS010/2022** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Monday, 12 December 2022**. 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.

Tender documents are available at a non refundable deposit of R253-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, 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.

**A compulsory site meeting will be held George Municipal Main Building, 71 York Street, Ground Floor: Conference Hall, George, Western Cape at 11:00 on Friday, 18 November 2022.**

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

Tenders will be evaluated as follows:

Phase 1

Only tenders scoring a minimum of 100 % in phase 1 will be further considered for evaluation in phase 2.

The stipulated minimum threshold percentages for local production and content for the **Steel products and components and Cement**.

Phase 2

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

For more information, contact Ms. Wendy Mentor at (044) 802 2020 / [wmentor@george.gov.za](mailto:wmentor@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.

A TCS PIN for bidders' tax compliance information must be

Tenders word hiermee ingewag vir die **HUUR EN DIENS VAN CHEMIESE TOILETTE IN DIE GEORGE MUNISIPALE GEBIED VIR 'N TYDPERK VAN DRIE (3) JAAR VANAF DATUM VAN AANSTELLING**

Voltooide tenders in 'n verseelde koevert, duidelik gemerk:

**Tender Nr. HS010/2022** moet voor **Maandag, 12 Desember 2022** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuursseenheid, Burgersentrum, Yorkstraat, George geplaas word. 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.

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

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

**n Verpligte terrein vergadering sal gehou word te George Munisipaliteit, Yorkstraat 71, Grondvloer, Konferensie Saal, George, Wes-Kaap, om 11:00 op Vrydag, 18 November 2022 gehou word.**

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

Tenders sal soos volg evalueer word:

Fase 1

Slegs tenderaars wat 'n minimum van 100% behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

Die vasgestelde minimum persentasies vir plaaslike produksie en inhoud vir die sektor **Staal produkte en komponente en Sement**.

Fase 2

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting, kontak Mej. Wendy Mentor by (044) 802 2020 / [wmentor@george.gov.za](mailto:wmentor@george.gov.za).

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

## Tender HS010/2022

<p>submitted with the tender document.</p> <p>It will be required from the successful bidder to register on the Central Supplier Database (CSD).</p> <p><b>DR M GRATZ MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530</b></p>	<p>'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.</p> <p>Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.</p> <p><b>DR M GRATZ MUNISIPALE BESTUURDER GEORGE MUNISIPALITEIT GEORGE 6530</b></p>
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**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR THE HIRING AND MAINTENANCE / SERVICING OF CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT**

BID NUMBER: **HS010/2022**

CLOSING DATE: **MONDAY, 12 DECEMBER 2022**

CLOSING TIME: 12:00

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

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

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

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

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

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

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

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

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2017.

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

**DETAILS OF TENDERER**

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

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

**TENDER NUMBER: HS010/2022 - TENDER FOR THE HIRING AND MAINTENANCE / SERVICING OF CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT**

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
 (SPECIMAN SIGNATURE)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

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

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

\_\_\_\_\_ NAME OF TENDERER \_\_\_\_\_

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

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

**TENDER NUMBER: HS010/2022 - TENDER FOR THE HIRING AND MAINTENANCE /  
SERVICING OF CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND  
WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF  
APPOINTMENT**

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

\_\_\_\_\_ and  
 \_\_\_\_\_ and  
 \_\_\_\_\_

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

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

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

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 type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

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

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

**TENDER NUMBER: HS010/2022****TENDER FOR THE HIRING AND MAINTENANCE / SERVICING OF  
CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND  
WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE  
OF APPOINTMENT****TENDER SPECIFICATIONS****1. PURPOSE OF THE TENDER**

The purpose of this tender is to source the services of a suitable service provider for the supply, rental, placement, servicing, and maintenance of Portable non flushing chemical toilet units within each of the pre-specified informal settlements with the disposal of the sewerage at the Wastewater Treatment Works or alternative site identified by Municipality’s official or representative.

**2. INTRODUCTION AND BACKGROUND**

The George Municipality is mandated to provide efficient sanitation infrastructure to Informal Settlements. The scope of work comprises the supply and cleaning of portable non-flushing toilet units using mechanical cleaning methods as required by the George Municipality on a regular basis and the provision of toilet paper with each service. Portable non-flushing chemical toilet units needs to be supplied to various informal settlements in George to address basic sanitation needs of the community. A price per toilet needs to be provided for this tender as the number of toilets per settlement is will only be determined after award. These toilets need to be serviced, cleaned, and maintained at regular intervals.

**3. GENERAL IMPORTANT INFORMATION FOR ALL PORTABLE  
TOILETS:**

Interested service providers need to provide pricing for the following:

- a. Hire, delivery and collection of chemical toilets in the George Municipal Area;
- b. Servicing and maintenance of chemical toilets at the frequency specified **after the final award(dependant on budget availability)** and the provision of 5 toilet rolls per toilet per service.

- c. Portable toilet units **must** be anchored to their identified site on a level surface.
- d. One (1) portable unit will serve approximately five (5) families or informal houses and must be allocated as such.
- e. The units must be lockable to be allocated to certain groups of users. Each unit must have **five (5) sets** of keys which must be handed over to the specific group who will be using the specific toilet once the toilets have been placed.

#### 4. IMPORTANT ADDITIONAL INFORMATION

- 4.1 It is the service provider’s responsibility to ensure that these toilets are cleaned and maintained on a regular basis for hygienic reasons and in terms of service delivery standards required
- 4.2 All costs (labour, material, transport, maintenance, servicing, municipal dumping fee, etc) must be included in the prices provided. Escalation of costs will be allowed during year 2 and 3 of the tender period. Tenderers must submit requests for escalation and provide proof of the escalation of prices for line items.
- 4.3 The cost of the dumping of the effluent waste is for the account of the service provider and this should be taken in account when tendering.
- 4.4 The tenderer must provide the necessary dumping certificates as required by the George Municipality prior to the commencement of the service.
- 4.5 Only one service provider will be appointed.
- 4.6 Vandalism complaints to be attended to by the service provider and suitable maintenance actions taken with 24hours of complaint being sent;
- 4.7 The service provider should note that the George Municipality does not accept any responsibility for vandalised or stolen toilets. **Service provider must insure their products and remove and replace vandalised toilets at their own cost.**
- 4.8 The service provider will be required to collect chemical toilets within 48 hours after receiving notification from the George Municipality that such toilets are no longer required. Failure to collect chemical toilets within 48

hours after notification will result in non-payment of the monthly hiring and maintenance fee as tendered.

**The rates supplied will be fixed for year one and escalation will be allowed for year 2 and 3 of the contract. All costs (labour, dumping , material and transport) must be included as per the pricing schedule.**

***TENDERERS WHO ARE NOT THE DIRECT SUPPLIER OF THE PRODUCT MUST ATTACH A WRITTEN AGREEMENT FROM THEIR SUPPLIER CONFIRMING THAT AN AGREEMENT EXISTS BETWEEN THEM TO DELIVER AND COLLECT THE PRODUCT AS INDICATED.” IF SUCH AGREEMENT IS NOT ATTACHED YOUR TENDER WILL NOT BE CONSIDERED FOR EVALUATION.***

**5. TOP STRUCTURE SPECIFICATIONS FOR A NON-FLUSH PORTABLE TOILET:**

- 5.1 Portable toilet of a sturdy structure of at least 900mm wide by 900mm deep and 2.1 m high with a secured floor and a door that is able to close and lock from both the inside and the outside with a suitable latch with an emergency release facility.
- 5.2 There must also be an indication that the unit is in use.
- 5.3 Suitable ventilation, including a built-in vent pipe from the waste tank;
- 5.4 The interior floor, walls, ceiling, and doors of each unit shall have a finish that can be easily cleaned and sanitised.
- 5.5 Interior fitted lighting.

**6. TOP STRUCTURE SPECIFICATION FOR A NON-FLUSH PORTABLE TOILET FOR PERSONS WITH DISABILITIES**

- 6.1 The preferred facility is a separate unisex toilet facility.
- 6.2 The size of a toilet unit shall be at least 1700mm x 1600mm, with a door that shall open outwards to accommodate a wheelchair.
- 6.3 There must also be an indication that the unit is in use.

- 6.4 Suitable ventilation, including a built-in vent pipe from the waste tank;
- 6.5 The interior floor, walls, ceiling, and doors of each unit shall have a finish that can be easily cleaned and sanitised.
- 6.6 Interior fitted lighting.

## **7. THE SERVICE**

- 7.1 The successful Service Provider will be on implementation of the contract, to rollout the required toilet units, and implement servicing schedules.
- 7.2 The maximum lead time, for commencing the contract, will be **one (1) month** after receipt of an official appointment notification.
- 7.3 The appointed Service Provider will be required to have all resources (labour and equipment) in place prior to site handover.
- 7.4 In addition, the appointed Service Provider will also be required to familiarise themselves with the areas to be serviced, together with the support of community representatives and council officials, to verify the location of all service points within each area.

## **8. SERVICING INSTRUCTION**

- 8.1 Units must be serviced, cleaned, sanitised, and left in a hygienic condition for the targeted informal settlement users.
- 8.2 Should new areas be identified for servicing, these may be added to the contract, or existing ones may be removed, all at the discretion of the Municipal official or representative.
- 8.3 It would be required that should additional areas be added to the contract that it be serviced at the same tendered rate.
- 8.4 The attention of Service Providers is particularly drawn to the high standard of service applicable to this Contract.

## **9. SERVICING PROCEDURE**

- 9.1 Extract full/dirty waste tank unit with vacuum (suction) tanker within the targeted Informal Settlements.

- 9.2 Recharge (filled) the portable non-flushing toilet waste container unit with approved chemical product.
- 9.3 Transport waste toilet matter to designated waste disposal site or alternative site identified by Council’s representative.
- 9.4 Clean the toilet structure inside and outside should there be any raw spillage.
- 9.5 Team Leader and Municipal Official to conduct a survey every 2 months to verify the number of toilet units in the field.

## **10. TREATMENT AND DISINFECTING**

- 10.1 After each service/cleaning cycle of toilet unit is complete, each cleaned empty waste container unit must be recharged/refilled with SABS approved chemical product.
- 10.2 The chemical is to inhibit faecal odours and assist breakdown of solids and have no deleterious effect on the efficient working of the receiving Wastewater Treatment Works, as well as the safety of users.
- 10.3 The approved chemical product to be provided should be capable of the following:
  - Cleaning agent,
  - disinfectant agent,
  - odour control,
  - fly breeding control and
  - must be a homogeneous product.
- 10.4 The above chemical product must be approved for domestic purposes.

## **11. WASTE DISPOSAL SITE**

- 11.1 Disposal may only take place at the Gwaing WWTW or alternative site as identified by Council’s representative.
- 11.2 This site is open Monday to Friday

11.3 Service Providers who are found illegally dumping waste or leaving waste on site will result in penalties being imposed.

## 12. MAINTENANCE

12.1 The Service Provider will be responsible for replacing any lost and or damaged portable non flushing chemical toilet units and shall indemnify the Council against any such expenses.

12.2 All portable non-flushing chemical toilet units shall be secured to the ground to the satisfaction of the Council’s representative, in order to prevent them toppling due to wind or any other cause.

- 60 mm diameter x 1000 mm pole to be use as support for the Portable Chemical Toilets.
- At least 2 supports pole to be installed for each portable chemical toilet.
- Pole shall be installed into a 200 mm wide x 600 mm deep trench and backfilled with cement stabilized dry mix.
- The chemical toilet will be fastened with a galvanized 3.15 mm fence wire and tighten up onto the fix poles.
- **Labour intensive methods as far as possible**

12.3 The Portable non-flushing chemical toilet unit will remain the property of the Service Provider’s.

12.4 The Council, therefore, takes no responsibility for the replacement and repair of Portable non-flushing chemical toilet unit when lost or damaged. However, the Service Provider shall be responsible for handling the Portable non-flushing chemical toilet units in such a manner so as to minimise damages.

12.5 All plant and equipment shall be maintained in a clean and serviceable condition.

12.6 Any “Down time” of vehicles and equipment will be to the Service Providers account.

12.7 Time loss must be either made up by working longer hours as directed by the Council’s representative.

12.8 Water wastage is not permitted and leaking hoses/equipment must be repaired immediately.

12.9 The Service Provider is responsible for her/his own security, and it is deemed that it has been allowed for in his rates.

12.10 The Service Provider is to satisfy herself/himself that all toilet units are properly cleaned prior to leaving the site.

### **13. SITE LOCATION**

The Service Provider will be required to work in designated areas within the boundaries of the George Municipal area.

13.1 The rates submitted in the Pricing Schedule shall constitute the base rate for working in the areas within the George municipal area.

13.3 The location of the proposed work will be the current informal settlements serviced by chemical toilets, but the number of toilets can either be increased or reduced in future as settlements grow and are upgraded or relocated at the sole discretion of the Municipality.

13.4 Should new areas be identified for servicing, these may be added to the contract, or existing ones may be removed, all at the discretion of the Municipality.

13.5 The Service Provider must take note of the various local constraints, specifically dense settlements with poor quality access roads and a potentially high-water table in winter.

13.6 The location and distribution ratios of Portable non-flushing chemical toilet units per informal settlements are 1:5

### **14. DELIVERY AND COLLECTION**

14.1 The Service Provider will be required to always have a minimum of 5 toilets in their warehouse for emergencies.

14.2 Delivery to site is required 24 hours after receipt of an official order.

- 14.3 It is a contractual requirement that the items be delivered as per indicated time frame after request from project manager was received by the contractor.
- 14.4 Deliveries will be made as and when required by the project manager including Sundays and public holidays where requested.
- 14.5 The service provider shall nominate a contact person with whom the Department will arrange and schedule deliveries.
- 14.6 A delivery note signed by the Municipal representative that inspected the items at delivery shall be submitted by the service provider.
- 14.7 Defective or damaged goods will not be accepted.
- 14.8 Adherence to service provider delivery periods is of utmost importance.
- 14.9 Notices for collections will be issued as and when required by the Municipality’s representative.

**15. REPORTING AND LEVELS OF SERVICE TO BE RENDERED BY THE SERVICE PROVIDER**

- 15.1 The service provider will report to the Manager: New Housing or a representative.
- 15.2 The onus to produce work, which conforms in quality and accuracy of detail to the requirements of the specifications, is on the Service Provider.
- 15.3 The Service Provider shall, at his own expense, institute a quality-control system and provide experienced foremen and supervisors together with all transport and equipment, to ensure adequate supervision and positive control of the works at all times.
- 15.4 The costs of all supervision and process control, thus carried out by the Service Provider shall be deemed to be included in the rates tendered for the related items of work.

**16. INSTRUCTIONS AND COMMUNICATION**

- 16.1 The Service Provider must have an office in the George Municipal area, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out.

- 16.2 Where the contractor is not based within the George municipal area, the contractor shall ensure that a **local office is available within one (1) month from commencement of the contract**. Failure to adhere will result in the Municipality following their default process.
- 16.3 The Service Provider will be required to be available to attend monthly meetings with the Municipalities officials.
- 16.4 The Service Provider shall execute the Works in strict accordance with the contract to the satisfaction of the Council's representative and shall comply with and adhere strictly to the Council's representative's instructions and directions on any matter (whether mentioned in the contract or not).
- 16.5 The Service provider shall take instructions and directions only from the Council's representative.
- 16.6 Service Provider shall allow the Council's representative to have access at all times to inspect the work being conducted, to inspect all records and documents maintained by the Service Provider regarding work performed, and to inspect the equipment, stores, and workshop facilities.
- 16.7 The Service Provider shall respond to all complaints regarding works provided under this tender in a courteous and prompt manner within 24 hours.
- 16.8 Should a complaint go unresolved for longer than 2 days, the Council's representative will have the right to demand an explanation or resolution to her/his satisfaction.
- 16.9 The Service Provider shall inform the Council's representative timeously of any problems on site and keep records of the communication.

## **17 NOTICE TO RESIDENTS REGARDING THE SERVICE TO BE RENDERED**

- 17.1 The Service Provider will be required to notify residents by attaching an approved servicing schedule on the outside and inside of the toilet door.
- 17.2 Servicing schedules to remain attached on toilet doors and be able to withstand all weather conditions.

17.3 The aim of the notification will be to facilitate access to the toilet units as well as to ensure that users leave toilet unlocked during servicing days.

## **18 HUMAN RESOURCES**

### **18.1 Required Personnel**

18.1.1 The Service Provider shall provide a Contracts Manager and Operations Manager which must have the necessary experience in this type of work.

18.1.3 The key personnel will be a link between the Contractor and the Council's Representative and must be available to attend monthly meetings or as and when required.

18.1.4 The key personnel must be familiar with the contents of the tender document.

18.1.5 The Service Provider is to provide his supervisory staff with cellular phones or radios for communication purposes.

18.1.6 The Service Provider is to be contactable during all hours, either by telephone, cell or fax or email.

## **19. OCCUPATIONAL HEALTH AND SAFETY**

19.1 The Chief Executive Officer of the company shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

19.2 All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.

19.3 The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

- 19.4 The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
- 19.5 Discipline in the interests of occupational health and safety shall be strictly enforced.
- 19.6 Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
- 19.7 Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
- 19.8 No substandard equipment/machinery/articles or substances shall be used on the site.
- 19.9 All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
- 19.10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
- 19.11 No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
- 19.12 No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
- 19.13 Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**20. GENERAL SAFETY REQUIREMENTS**

- 20.1 Cleaning methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered.
- 20.2 The Employer accepts no responsibility for any work executed without written permission outside the site of works.
- 20.3 The apparatus and methods used shall cause no damage to infrastructure, property or fixtures and such damage as may be caused will be repaired by the Council at the Service Provider's expense.
- 20.3 Every effort must be made to service all toilets within informal settlements.
- 20.4 The Council's representative must be informed in cases where this is not possible.
- 20.5 The Council's representative may instruct the Service Provider to cease work if he deems the method of work to be unsatisfactory, a danger or inconvenience to the public, or deemed to be uneconomical under the circumstances.

**TENDER NUMBER: HS010/2022****TENDER FOR THE HIRING AND MAINTENANCE / SERVICING OF CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT****PRICING SCHEDULE A**

1. **AREA 1: 0 – 50 KM RADIUS: REFERS TO DELIVERY TO GEORGE URBAN AREA, PACALTSDORP, THEMBALETHU, VICTORIA BAY, TOUWSRANTEN AND WILDERNESS.**

**Per month**

PRICING SCHEDULE	TOTAL RATE FOR A NORMAL TOILET (ALL APPLICABLE TAXES INCLUDED)		
	Year 1	Year 2 (Escalation to a maximum of between 0-6% will be considered)	Year 3 (Escalation to a maximum of between 0-6% will be considered)
Rental per toilet per month: Non-Flush Portable Toilet	R	R	R
Monthly service surcharge: 1 x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 2x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 3x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
5 sets of keys and a lock: Once-off	R	R	R
Transport: Delivery - Once-off	R	R	R
Transport : Collection – Once -off	R	R	R
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)</b>	R	R	R
<b>GRAND TOTAL RATES YEAR1+YEAR2+YEAR3)(VAT INCL.)</b>	R		

**PRICING SCHEDULE B****2. AREA 1: 0 – 50 KM RADIUS: REFERS TO DELIVERY TO GEORGE URBAN AREA, PACALTSDORP, THEMBALETHU, VICTORIA BAY, TOUWSRANTEN AND WILDERNESS.****Per month**

PRICING SCHEDULE	TOTAL RATE FOR A TOILET FOR PERSONS WITH DISABILITIES (ALL APPLICABLE TAXES INCLUDED)		
	Year 1	Year 2 (Escalation to a maximum of between 0-6% will be considered)	Year 3 (Escalation to a maximum of between 0-6% will be considered)
Rental per toilet per month: Non-Flush Portable Toilet	R	R	R
Monthly service surcharge: 1 x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 2x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 3x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
5 sets of keys and a lock: Once-off	R	R	R
Transport: Delivery - Once-off	R	R	R
Transport : Collection – Once -off	R	R	R
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)</b>	R		
<b>GRAND TOTAL RATES YEAR1+YEAR2+YEAR3)(VAT INCL.)</b>	R		

**PRICING SCHEDULE C****3.AREA 2: 51> KM RADIUS: REFERS TO DELIVERY OUTSIDE GEORGE  
(UNIONDALE AND HAARLEM)****Per month**

PRICING SCHEDULE	TOTAL RATE FOR A NORMAL TOILET (ALL APPLICABLE TAXES INCLUDED)		
	Year 1	Year 2 (Escalation to a maximum of between 0- 6% will be considered)	Year 3 (Escalation to a maximum of between 0-6% will be considered)
Rental per toilet per month: Non-Flush Portable Toilet	R	R	R
Monthly service surcharge: 1 x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 2x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 3x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
5 sets of keys and a lock: Once-off	R	R	R
Transport: Delivery - Once-off	R	R	R
Transport : Collection – Once -off	R	R	R
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)</b>	R	R	R
<b>GRAND TOTAL RATES YEAR1+YEAR2+YEAR3)(VAT INCL.)</b>	R		

**PRICING SCHEDULE D****4. AREA 2: 51> KM RADIUS: REFERS TO DELIVERY OUTSIDE GEORGE (UNIONDALE AND HAARLEM)****Per month**

PRICING SCHEDULE	TOTAL RATE FOR A TOILET FOR PERSONS WITH DISABILITIES (ALL APPLICABLE TAXES INCLUDED)		
	Year 1	Year 2 (Escalation to a maximum of between 0-6% will be considered)	Year 3 (Escalation to a maximum of between 0-6% will be considered)
Rental per toilet per month: Non-Flush Portable Toilet	R	R	R
Monthly service surcharge: 1 x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 2x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
Monthly service surcharge: 3x per week per toilet inclusive of dumping fees and 5 toilet rolls per toilet (excl rental)	R	R	R
5 sets of keys and a lock: Once-off	R	R	R
Transport: Delivery - Once-off	R	R	R
Transport : Collection – Once -off	R	R	R
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)</b>	R	R	R
<b>GRAND TOTAL RATES YEAR1+YEAR2+YEAR3)(VAT INCL.)</b>	R		

The rates supplied will be fixed for year 1, Escalation of costs will be allowed for year 2 and year 3. All costs (labour, material and transport) must be included in the price.

**SUMMARY OF SCHEDULE**

DESCRIPTION	TOTAL RATES (INCL.VAT)
PRICING SCHEDULE A	R
PRICING SCHEDULE B	R
PRICING SCHEDULE C	R
PRICING SCHEDULE D	R
<b>GRAND TOTAL</b>	R

**IMPORTANT**

- **RATES FOR YEAR 1 WILL BE FIXED.**
- **THE MUNICIPALITY WILL ONLY ALLOW A MAXIMUM ANNUAL PRICE INCREASE OF BETWEEN 0- 6% TO BE FACTORED IN FOR YEAR 2 AND YEAR 3.**
- **TENDER WILL BE AWARDED TO ONE BIDDER.**
- **BIDDERS MUST QUOTE FOR EACH LINE AND COLUMN IN THE RESPECTIVE PRICING SCHEDULES, FAILURE TO QUOTE AS STATED WILL RENDER A BID NON-RESPONSIVE.**



## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule.**

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

I/we further agree that:

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

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_

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

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: **MS L WARING**

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

Capacity: **DIRECTOR: HUMAN SETTLEMENTS, 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 [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><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></p>			
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]	Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, 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.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <u>WWW.SARS.GOV.ZA</u> .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL CUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<b>IF THE 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: .....

**DECLARATION OF INTEREST**

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

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

<p>3.12.1</p>	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:                  .....</p>	<p><b>YES / NO</b></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 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in



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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

v) Specify, by ticking the appropriate box, if subcontracting with an

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

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

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

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

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

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

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

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

**SWORN AFFIDAVIT – BBEE 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:

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

- 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)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- 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.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

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

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>STEEL PRODUCTS AND COMPONENTS</b>	<b>100%</b>
<b>CEMENT</b>	<b>100%</b>

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. HS010/2022**

**ISSUED BY: GEORGE MUNICIPALITY**

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

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of .....(name of bidder entity), the following:

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	<b>100%</b>

**If the bid is for more than one product, the local content percentages for each**

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

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

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

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

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

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

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

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



(C24) Total local content  
(C25) Average local content % of tender

R.....
%

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

**Annex D**

SATS 1286.2011

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

(D1) Tender No.	HS010/2022			<i>Note:</i> VAT to be excluded from calculations
(D2) Tender description:				
(D3) Designated product(s)				
(D4) Tender Authority:				
(D5) Tendering Entity name:				
(D6) Tender Exchange Rate:	Pula -	EU -	GBP -	

**A. Exempted imported content**

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

**B. Imported directly by the Tenderer**

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



**Annex E**

SATS 1286.2011

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

(E1)	Tender No.	HS010/2022
(E2)	Tender description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

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

## 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION**

**FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER NUMBER: HS010/2022 - TENDER FOR THE HIRING AND MAINTENANCE / SERVICING OF CHEMICAL TOILETS IN THE GEORGE MUNICIPAL AREA, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT**

in response to the invitation for the bid made by:

### GEORGE MUNICIPALITY

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

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

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

**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).

<b>Tender Number: HS010/2022</b>
<b>Name of the Bidder:</b> _____

**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 \_\_\_\_\_ 2021

**PLEASE NOTE:**

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

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

## GEORGE MUNICIPALITY PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

#### TABLE OF CLAUSES

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

## **General Conditions of Contract**

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

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

2. Application:

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

3. General:

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

4. Standards:

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- 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:

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- 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.

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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

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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:

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- 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;

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- (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.