

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: HS011 OF 2021

TENDER FOR THE IMPLEMENTATION OF A PILOT PROJECT FOR THE DESIGN, SUPPLY AND INSTALLATION OF ALTERNATIVE ON-SITE SANITATION TECHNOLOGY TO REPLACE CHEMICAL TOILETS IN INFORMAL SETTLEMENTS IN THE GEORGE MUNICIPAL AREA 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 RATE PER UNIT (ALL APPLICABLE TAXES INCLUDED)	R
MONTHLY MAINTENANCE PER UNIT (ALL APPLICABLE TAXES INCLUDED)	R

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
Preference Points Claimed:	

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

TENDER CLOSES AT 12H00 ON TUESDAY, 31 MAY 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:		Mark choice of correspondence with X
Postal Address: Postal Code:	
E-mail Address:	
Telephone Number:	
Cellular Number:	
Facsimile Number:	

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT **TENDER NUMBER / NOMMER: HS011/2021**

Tenders are hereby invited for the:

TENDER FOR THE IMPLEMENTATION OF A PILOT PROJECT FOR THE DESIGN, SUPPLY AND INSTALLATION OF ALTERNATIVE ON-SITE SANITATION TECHNOLOGY TO REPLACE CHEMICAL TOILETS IN INFORMAL SETTLEMENTS IN THE GEORGE MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT.

Completed tenders in a sealed envelope, clearly marked:

Tender No. HS011/2021 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 Tuesday, 31 May 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 R236-00 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, free of charge.

A compulsory briefing session will be held on Friday, 06 May 2022 at 09:00. The prospective bidders will meet at the George Civic Centre, George Municipality, 71 York Street and will go to the following sites from there:

- Wilderness Heights;
- Syferfontein;
- Thembalethu

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

Tenders will be evaluated as follows:

Stage 1: Funtionality

Only bidders scoring a **minimum of 70 out of 100 points** in stage 1 will be further considered for evaluation in stage 2.

Stage 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.

Tenders word hiermee ingewag vir die:

TENDER VIR DIE IMPLEMENTERING VAN 'N LOODSPROJEK VIR DIE ONTWERP, VOORSIENING EN INSTALLERING VAN ALTERNATIEWE SANITASIE-TEGNOLOGIE OP DIE TERREIN OM CHEMIESE TOILETTE IN INFORMELE NEDERSETTINGS IN DIE GEORGE MUNISIPALE GEBIED TE VERVANG VIR 'N PERODE VAN DRIE (3) JAAR VANAF DATUM VAN AANSTELLING.

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

Tender Nr. HS011/2021 moet voor **Dinsdag, 31 Mei 2022 om 12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, 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 R236-00 niet-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.

'n Verpligte inligtingsessie sal op Vrydag, 06 Mei 2022 om 09:00 by George Burgersentrum, George Munisipaliteit, Yorkstraat 71 gehou word. Die voornemende bidders sal van daar af na die volgende terreine vertrek:

- Wilderness Hoogte;
- Syferfontein;
- Thembalethu

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

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Funksionaliteit

Slegs tenderaars wat 'n **minimum van 70 uit 100 punte** behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

Fase 2:

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkringsbeleid (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.

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

Vir verdere inligting, kontak Mej. Wendy Mentor by (044) 802 2020 / 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.

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.

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

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

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

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

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

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

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR THE IMPLEMENTATION OF A PILOT PROJECT FOR THE DESIGN, SUPPLY AND INSTALLATION OF ALTERNATIVE ON-SITE SANITATION TECHNOLOGY TO REPLACE CHEMICAL TOILETS IN INFORMAL SETTLEMENTS IN THE GEORGE MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

BID NUMBER: HS011/2021

CLOSING DATE: TUESDAY, 31 MAY 2022

CLOSING TIME: 12:00

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

Supply Chain Management Unit
The Civic Centre (1st 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 Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

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

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

**TENDER NUMBER: HS011/2021 - TENDER FOR THE IMPLEMENTATION
OF A PILOT PROJECT FOR THE DESIGN, SUPPLY AND INSTALLATION
OF ALTERNATIVE ON-SITE SANITATION TECHNOLOGY TO REPLACE
CHEMICAL TOILETS IN INFORMAL SETTLEMENTS IN THE GEORGE
MUNICIPAL AREA 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: HS011/2021 - TENDER FOR THE IMPLEMENTATION OF A PILOT PROJECT FOR THE DESIGN, SUPPLY AND INSTALLATION OF ALTERNATIVE ON-SITE SANITATION TECHNOLOGY TO REPLACE CHEMICAL TOILETS IN INFORMAL SETTLEMENTS IN THE GEORGE MUNICIPAL AREA 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:

(Physical Address)

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

TENDER SPECIFICATIONS

George Municipality invites service providers who are suitable and interested to submit an indication of their interest to provide the **works/services** as stated below.

TERMS OF REFERENCE

OBJECTIVE

In terms of Section 10 of the Constitution of South Africa (Act 108 of 1996), every person has a right to an inherent dignity and the right to have their dignity respected and protected. Section 24(a) of the constitution further states that everyone has a right to an environment that is not harmful to their health and wellbeing responsibility of which is listed as being under the jurisdiction of the Municipality in terms of Section 156(l) Schedule B and more so with reference to sanitation. Furthermore, in terms of Section 3 of the Water Services Act (108 of 1997) everyone has a right to access basic water supply and basic sanitation.

The George Municipality strives to provide sanitation services that are safe, reliable, environmentally sound, easy to keep clean, provides privacy and protection against the weather. is well ventilated, keeps smells to a minimum and prevents the entry and exit of flies and other disease carrying pests.

The Municipality is currently facing a significant challenge in the provision of an acceptable alternative sanitation mainly to previously disadvantaged and marginalised communities in informal settlements in the George Municipal Areas, due to the lack of bulk sewer infrastructure and funding constraints. These areas are currently without any bulk server infrastructure and the most likely viable option available is the installation of onsite infrastructure or any other proven form of on-site sanitation technology.

It is estimated that over 10,000 households in informal settlements require an alternative on-site sanitation throughout the Municipal area. This number continues to increase due to the rapid urbanisation phenomenon into the informal settlement areas in nature and in close proximity to the Municipal area. The urbanisation phenomenon results in no clear distinction between rural, peri-urban and urban levels of basic services leading to pressure for improved services of an urban nature, hence the need for new sanitation technology with a better service feel.

George Municipality comprises of a combination of both urban and rural areas. Most rural areas are currently served with very few sanitation structures which were built and erected by the previous DMA according to their Municipality standards. The existing rural sanitation infrastructure cannot be confirmed and if toilet structures have collapsed, washed away and have become increasingly unusable resulting in open defecation by affected communities and negatively impacting on health and safety of the public and communities.

The Municipality currently has the following categories of sanitation level of service:

1. No access to any form of sanitation facility.
2. Have access to traditional pit latrine.
3. Those who have access to chemical toilets.

4. Non-functional sanitation systems such as full VIP systems (that is, reached their design lifespan). (to be determined)

These tender will be awarded to service provider/s that intends to assist the Municipality by providing market related prices (cost efficiency), with high quality goods and services, which ultimately seek to ensure value for money and render, supply and deliver the items/services within the delivery timeframes.

BACKGROUND

As outlined in the background above, the primary objective of the George Municipality is to provide acceptable access to sanitation to communities within its jurisdiction and specifically those which are not yet connected to the water borne sanitation system which spans across the reach of the Municipality. The Municipality, noting the constraints associated with water borne installation, is inviting submissions from Contractors in conjunction with On-site Sanitation Technology service providers, for the piloting and implementation of an alternative on-site sanitation technology required by the George Municipality.

The secondary objectives of the Employer are as follows:

1. To provide for employment opportunities during the construction of the infrastructure;
2. To promote economic development within the George Municipality;
3. To facilitate the participation and growth of local Small to Medium Enterprises (SMEs);
4. The Employers' further objectives are to deliver public infrastructure using labour- intensive methods;
5. The Employer expects the works to be undertaken safely, efficiently and effectively with due attention paid to environmental and social concerns, finally delivering a fit for purpose sanitation solution.

TIME SCHEDULE

The duration period of the implementation of the pilot project will take effect from the appointed date and the pilot project must be completed within one (1) month.

ON SITE SANITATION REQUIREMENTS OVERVIEW

The required alternative solution must offer cost saving benefits to the Municipality in terms of regular maintenance and emptying compared with the currently installed chemical toilets. Elimination of health and safety hazards while minimizing pollution to the environment is a priority for any alternative form of sanitation to be proposed. The benefits to be derived from the installation of alternative sanitation technology include the following:

1. Bring back dignity to the people who are in the areas without sewerage line systems through the provision of acceptable sanitation services.
2. Inclusion of the use of localized manufacturing service providers, resulting in community benefits of skills transfer and employment.
3. Eradication of health hazards through the conversion and refurbishment of existing VIP toilets (where applicable) which are over-flowing and in an unhygienic condition.

4. Provision of sanitation solutions into Informal Settlements that do not have existing sanitation facilities in the areas where there are water and sewerage line challenges.
5. Solutions can be connected to sewer infrastructure if it becomes available in the future.

PILOT PROGRAMME

Under the Pilot Programme, the Employer aims to install at least 5 units which will be distributed amongst the accepted alternative technologies and will be assessed over a period of three months.

The primary objective of the Pilot Programme is to provide the Employer with an objective fit for purpose' assessment of the technology solution provided by the bidder. It is expected that the alternative technology solution as installed shall be continuously monitored across various normal operational exposures and loading including weather elements and even challenging terrain.

The key performance indicators that shall be considered include the following:

Reliability
Acceptability
Appropriateness
Affordability and
Sustainability

Among these criteria listed above, the feedback from the end-users will be paramount and will be a major weighting factor in the overall scoring of the specific technology.

Participation in the pilot programme does not imply an automatic progression into the second phase, the Employer reserves the right to cancel the entire programme for any reasons as articulated in the pilot assessment recommendations.

PROJECT PHASING

In terms of this proposal, the works shall be implemented in two phases namely:

- **Phase One — Pilot** (cost of this project to be borne by the service provider) - will entail the Service Providers providing at least five (5) units for distribution as indicated by the municipality for a period of at least three months.
- **Phase Two** — Roll-out of successful alternative technology solution. (based on assessment and dependent on funding).

The first phase of work entails a pilot project which must be completed within one (1) month. This shall be broken down in 1 stage of 5 units installed over a 1 month period to allow on-going assessments. Assessment reports will be produced monthly. This assessment will cover:

- Technical (including but not limited to functional performance, operational, maintenance considerations and environmental impact).
- Social considerations (acceptability of the solution to beneficiaries).

- Economic acceptability (value for money).

ASSESSMENT OF THE PILOT PROGRAMME

The Employer will compile a performance profile of the installed technology solution during the duration of the pilot programme. The appointed Contractor will be required to co-operate with the Employer in ensuring that units of the pilot programme are installed within the first month of the pilot programme.

This is to ensure that sufficient operational data and information is gathered adequately for an objective assessment and scoring of the technology.

PHASE TWO – ROLL-OUT PROGRAMME

In line with the wider objectives of the Employer of improving access to basic services, it is intended that the best performing alternative technology solutions, (taking into consideration social requirements, ground conditions, value for money proposition and other criteria that may be identified during the pilot process), will be installed across the Informal Settlements of the George Municipality in a phased approach which will be budget dependant. It should be noted that this might not necessarily be only one solution but could be a mixed approach in line with requirements on the ground.

FUNCTIONALITY CRITERIA:

PHASE/ STAGE 1: FUNCTIONALITY FOR PARTICIPATING IN THE PILOT PROJECT

As indicated previously the first phase will entail the Service Providers providing at least five units for distribution as indicated by the municipality for a period of at least three months. The following criteria will be used to calculate points to determine which Service Providers will be requested to participate in the pilot project. Service Providers must ensure that they submit all information in order to be pre-evaluated on the criteria mentioned under this clause.

Only tenders scoring a minimum of 70 out of 100 points in phase 1 will be considered for the pilot project .

Important notes:

1. Bidders must ensure that all the information requested is provided in detail.
2. Unclear or incomplete information provided will result in no points being allocated.

	CRITERIA	MAXIMUM POINTS
1	Bidder's required expertise	25
2	Staff and personnel	35
3	Bidder's track record	40
TOTAL		100

1. Bidder's required expertise**Max 25 pts**

The Bidder's experience of local conditions and knowledge, within South Africa, to execute a similar project is evaluated. A detailed summary list must be provided with the Bid submission, on Form 2.1.3: Schedule of Work Carried Out by Tenderer, which must have sufficient detail to indicate:

1. Projects of similar scope of work .
2. Projects that were completed by the Bidder within the past 5 years.

Listed projects that do not comply with all of the abovementioned criteria will not be taken into account for the pre-qualification scoring, as set out below in Table 1.

DESCRIPTION	NO OF PROJECTS	POINTS AWARDED
Excellent	3 or more similar projects in the past 5 years	25.00
Good	2 similar projects in the past 5 years	18.00
Fair	1 similar project in the past 5 years	7.00
Poor	no projects of this nature implemented	3.00

It is compulsory to attach proof of projects.

2. Staff and personnel**Max 35 pts**

The experience of the Bidder's key personnel to be assigned to the specific project. The evaluation will be based on the number of applicable years' experience in the designated position proposed for this contract e.g. Contract Manager, Construction Supervisor, etc. Proof of qualifications and experience (CV) for projects of or more must be attached to Form 2.1.9 to 2.1.12.

Proposed Key Personnel and must clearly indicate the qualification and experience over the past 10 years. Commitment letters will be required for personnel sourced from outside the Bidder's core/permanent staff. Points will be allocated with reference to Tables 2 and 3.

Contract Manager (min 8hours per week)

1. Must be allocated to this project and be overall responsible for the execution of the works and all associated project management
2. Must manage the Contract as a whole
3. Must inspect and approve all works
4. Responsible for Payment Certificates, and overall general Admin and all correspondence
5. Must inspect and approve all works before Engineer is called to site
6. Must attend Project meetings and submit information timely as requested

Construction Supervisor

1. Must be suitably skilled and have CV verifiable experience as a construction Supervisor on similar projects

2. Must supervise the works on site, the team / the workers and the correct use of all plant/machinery
3. Must be able to work with local labour
4. Must ensure that all Codes and Standards specifications are met and carried out
5. Must be able to do setting-out and levelling
6. Must be on site at all times

24/7 Installation and Maintenance staff

1. Sufficient installation staff must be available to prevent delays
2. Maintenance staff must be available 7 days a week and 24 hours a day if needed
3. NOTE: The successful bidder (of phase 2) will need to liaise and negotiate with the existing service provider to ensure a smooth transfer of service. There may be no delays or service gaps.

Occupational Health & Safety (OHS) Officer (Min 8h per week)

1. Must monitor and manage all OHS matters
2. Must monitor the team / the workers and the correct use of all plant/machinery
3. Must be able to give clear and precise instructions must be able to implement corrective measures
4. Must execute instructions from Municipality responsible for the OHS File, OHS Admin and all the required OHS documents on-site

Team member description	Points awarded
Contract manager	5.00
Construction manager (Site agent)	15.00
24/7 Installation and Maintenance staff	5.00
Occupational Health & Safety (OHS) Officer	10.0

Years' experience	% points
> 5 years	100
4 - 5 years	80
2 – 3 years	50
< 2 years	20

3. Bidder's track record Max 40 pts

A minimum of three and maximum of five references provided by the Bidder, on the attached Form 2.1.3: Schedule of Work Carried Out by Tenderer for projects with similar scope of work as now required will be contacted by the evaluator to answer the questions as per the table below.

If more than five projects are provided by the Bidder on Form 2.1.3, the five largest and most recent projects in rand value with similar scope of work as now required will be chosen. Points for Track Record will be allocated as indicated in the table below. The average will be applied of the Bidders previous five projects (preferably related and/or similar projects).

Completion of project according to initial program	Points awarded
Was the quality of workmanship at least satisfactory without the need to re-do quite a lot of work items due to poor quality and workmanship?	Yes= 12 No = 0
Was the work completed within the Contractual time frame, did the Contractor finish in time without running into Penalties and did the Contractor perform as per their program and the specifications?	Yes= 8, No = 0
Did the Contractor comply with the Occupational Health & Safety regulations on site, did the Contractor timely correct any OHS issues within the timeframes set within the OHS Audit report and is this Contractor Safety minded and responsive to OHS instructions?	Yes= 8, No = 0
In general, were you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method - thus would you recommend this Contractor for this Tender considering all of above?	Yes= 12, No = 0

Eligibility: A tenderer will not be eligible to submit a tender if:

1. The bidder did not attend the compulsory site meeting on Friday, 06 May 2022 at 09:00.
2. All bidders is required to attend the compulsory presentation phase on Wednesday, 18 May 2022 at 10:00 in the Conference Hall, George Civic Centre, George Municipality, 71 York Street. The requirements of the presentation will be discussed at the site meeting.
3. At the time of tender closing, bidder does not submit a Structural Compliance Certificate based on SANS 10400 code of National Building Regulations and Standards Act or Agrément Compliance Certificate for the proposed solution.
4. At the time of tender closing, the Tenderer does not provide proof that material associated with the proposed solution is SABS (South African Bureau of Standards) approved.
5. At the time of tender closing, the bidder does not provide an Advisory Note from the Water Research Commission (WRC) or Council for Scientific and Industrial Research (CSIR) for the proposed solution.

Sanitation Technology Assessment and Evaluation

The Service Provider is required to provide the following details.

Product Description

The supplier must provide a full description of the product that will include the following information:

A clear description, illustration and photographs of the technology and its components.

A full description of the intended context of the sanitation technology, (number of users, ground conditions, supporting infrastructure, etc.)

A full description of the process design, which will include the following information:

- A scientific explanation of how the product works and details of limiting parameters (if any).
- Mass balance and loading diagrams clearly indicating the function of each component and the complete system. This will include quantification of the following parameters which may enter and leave the system:
 - Water
 - Materials and Consumables
 - Chemical and Microbiological determinants.
- A full description of how the technology is operated, including details of all access points, maintenance intervals and any operational structures required for the effective performance of the technology.
- Full details of the hygiene benefits and impact on public health with specific reference to effective barriers against faecal related diseases, fly and vector infestations and odour control.
- The details of all applicable standards to which the technology complies, together with certification where available.
- Where scientific testing has been undertaken by a qualified independent third party, the supplier should provide full details of this evaluation, and any modifications to the design that have been undertaken since the evaluation was completed.
- The full life cycle (design life) of a unit (supply, operate and maintain)
- Volume of pit (if any) m³
- Design life of the pit (if any) – years
- Pit design capacity (m³/person-Year)

- The number of users

ASSESSMENT CRITERIA

FUNCTIONALITY ASSESSMENT

The functionality of the sanitation technology considers the ability of the sanitation technology to perform the intended purpose. With reference to current Policy, functionality is regarded as a technology that is able to:

“provide a sanitation facility which is safe, reliable, private, protected from the weather and ventilated, keeps smells to the minimum, is easy to keep clean, minimises the risk of the spread of sanitation-related diseases. This technology must therefore facilitate the appropriate control of disease carrying flies and pests and enable safe and appropriate treatment and/or removal of human waste and wastewater in an environmentally sound manner.”

The intention of the Sanitation Technology Evaluation Protocol is to highlight good performance and appropriate siting of the technology. The assessment process seeks to guide manufacturers towards improved product performance to improve the success of sanitation delivery.

SANITATION SUITABILITY

A sanitation technology which is considered acceptable in terms of its functionality performance, will only succeed if it is installed in the right context with proper effective operation and maintenance support.

The six key suitability criteria in which an acceptable sanitation technology must perform satisfactorily are as follows, a technology which fails to satisfy these minimum requirements should not be selected for assessment.

MINIMUM STANDARDS FOR MONITORING AND EVALUATION OF THE SANITATION TECHNOLOGY DURING THE PILOT PROJECT PHASE

Minimum standards have been identified for the performance of the sanitation technology.

Failure of the technology in any one of these areas will result in the technology being awarded an ‘Unacceptable Performance’ rating. The minimum standards are summarised below:

1. Safety

The technology must not present undue risk to children or adults during the normal use of the facility. Hazards must be clearly identified and mitigated.

2. Health

The technology must effectively contribute to the prevention of excreta related disease for the user and neighbouring community and must therefore not result in undue risk of exposure to harmful faecal pathogens.

3. Acceptability

The technology must be deemed acceptable by both the user and the Municipality . The Service Provider will be responsible for the supply and maintenance of the technology. This requires the technology to satisfy the following. Any of the following factors may result in the technology being deemed unacceptable:

- deemed unsafe
- causes significant odours
- low quality
- insufficient space to install the technology
- insufficient capacity of maintenance teams
- insufficient capacity of downstream treatment facility

4 Environmental Performance

The technology must effectively protect and where possible enhance the environment. Consequently, the technology must use less than 6 liters of clean water per flush. Effluent being discharged from the facility must be within the general authorisation guidelines and must not use hazardous chemicals that are at risk of spilling or leaching into the environment.

5 Reliability

The technology must demonstrate, or have good potential for reliable, long term performance, and as such must be manufactured from durable materials. The delivery of the sanitation technology must be accompanied by appropriate training, good maintenance support, and spares and consumable items must be readily available. The technology must demonstrate, or have good potential for reliable, long term performance. The following will be assessed:

- historic performance
- number and age of working installations,
- robustness,
- resistance to vandalism,
- availability of spares & consumables,
- material durability (UV stable, fire resistance, etc.), and
- design life.







6. Cost

The technology must be available at a reasonable cost with consideration of the full life cycle (supply, operate and maintain)

The technology must be available at a reasonable cost with consideration of the full life cycle (supply, operate and maintain). These include capital costs, operational costs, and maintenance costs.

EVALUATION PROCEDURE

Table 10.9 – Summary of Evaluation Procedure.

Category	Evaluation Procedure	Methodology	Key Data Requirements
1) Safety 	Hazard Risk Assessment	<i>Likelihood and severity of a particular hazard</i>	-Identification of Hazards
2) Health 	Faecal Contact Assessment	<i>Quantify the following at sample sites:</i> -Frequency of contact, -Concentration of faecal sludge, Likelihood of ingestion	-Measured Filling Rates -Faecal Coliforms in handled sludge -Moisture Content -Handling Procedure
3) Acceptability 	Acceptability Scorecard/ Questionnaire	Survey of Users and Operators	-Privacy -Ease of use / comfort -Proximity to the home -Versatility – where can be installed -Safety -Equity / Quality -Odour -Employment Created -Supporting infrastructure
4) Environmental Performance 	Environmental Performance Scorecard	Measurement of Environmental Performance at sample sites	-Freshwater Consumption -Recovered Resources -Spillage and Leaching -Hazardous Materials
5) Reliability 	Reliability Scorecard	Measurement of performance at sample sites	-Historic Performance -Number and age of working installations -Incidents of Vandalism -Availability of spares and consumables -Material durability (UV stable, fire resistance, etc.)
6) Cost 	Life Cycle Cost	Calculation of actual Life Cycle Costs from field trials	-Capital Cost -Operational cost -Maintenance costs (spares, emptying)

1. HAZARD RISK ASSESSMENT

With reference to the sanitation technology evaluation, the purpose of a risk assessment is to identify any unacceptable risks people may be exposed to during the normal operation and maintenance of the technology. The significant hazards are

those which might pose serious risks to the user, the operators, or others who might be affected by the sanitation technology.

To calculate risk, consider the likelihood of an event happening and the severity of the event's consequences. This can be expressed in the formula: **Risk = Likelihood x Severity**.

Step 1

Consider who might be harmed and how. Identify groups at risk, e.g. the user maintenance personnel, the public, etc.

Step 2

Analyse and evaluate the risks and determine the effectiveness of control measures included in the design of the technology. Estimate the likelihood of events combined with the probable severity of the outcome of the risk and award a score based on the scales given in **Table A**. Note that it cannot be assumed that simply because a control measure exists it is being effectively applied.

Table A: Risk Assessment Scales.

Score	Likelihood	Severity
0	Impossible – cannot happen	no effect
1	Unlikely – has never happened	Slight – minor injury
2	Possible – has happened	Moderate – resulting in absence
3	Likely – happens regularly	Serious – urgent medical attention
4	Probable – happens regularly and frequently	Major – major injury, death or chronic medical condition
5	Imminent – will definitely happen soon	Catastrophic – large number of seriously injured and/or death

Step 3

Use the matrix given in **Table B**: to provide the Evaluation Score.

Table B: Risk Evaluation Matrix.

ASSESSMENT RESULT	SCORE
All Identified hazards considered impossible or have no effect	100
All Hazards considered Low Risk	75
A maximum of two Hazards considered to be Medium Risk , all other hazards low risk	50

Three or more hazards considered to be Medium Risk , all other hazards Low Risk	25
One or more hazards considered High Risk	0

2. FAECAL CONTACT ASSESSMENT

Health risks are assessed in terms of contact and concentration of faecal sludge. This considers ease of cleaning, hygiene, whether it is convenient (more likely to be used), good fly control, and whether it prevents/minimises contact with undigested faecal matter during use and maintenance.

Category	Description	Response	Points
Exposure	Is there any contact and concentration of faecal sludge	NO YES	10 0
	Does the technology prevent /minimise contact of indigested faecal matter during use and maintenance	Yes No	10 0
Faecal Contact Assessment			20

3. ACCEPTABILITY SCORECARD

The Acceptability scorecard asks a series of questions that probe into the acceptability of a technology for a given application. The questions should be completed in consultation with the user and George Municipality, supported by the reviewer's observations as necessary.

A cumulative score is obtained based on the response to the different questions (Table 10.5). **IF the response to ANY of the questions is marked in red text with a ZERO point score, the overall Acceptability rating of the technology will be ZERO.**

Table C: Acceptability Scorecard

Category	Description	Response	Points
Exposure	Is the technology easy and safe to use?	<i>By adults &. children</i>	10
		<i>By adults only</i>	6
		<i>Difficult to operate</i>	2
		Unsafe	0

	Does the technology effectively control odours?	<i>No odours observed</i> <i>Slight odour</i> Significant odour	5 2 0
Quality	Is the technology of a comparable standard to other sanitation technologies supplied to neighbouring areas	<i>Higher Standard</i> <i>Similar Standard</i> <i>Lower Standard</i> Low Quality	5 4 2 0
Siting	Can the technology be positioned close to people's homes?	YES NO	5 1
	Is there sufficient space available for the technology to be installed?	YES NO	5 0
Collection and Storage / Treatment			20
Versatility	Are the ground conditions suitable for the technology (i.e. can the technology be installed where there is shallow rock or groundwater?)	NO Excavation or infiltration req.	10
		Infiltration Required	6
		Excavation < 1 m	4
		Excavation > 1 m	2
Siting	Is there sufficient space available for the technology to be installed?	YES NO	10 0

Conveyance			20
Operation	What is the method of transporting the waste once the collection facility is full?	Sewer	5
		Integrated into design	5
		(helical screw / cart)	3
		Vacuum Truck	1
		By Hand	
	How often does the collected waste need to be emptied?	Continuous (Sewer)	5
		> 1 year	5
		> 6 months	4
		> 1 month	3
> 1 week		2	
< 1 week	1		
Does the Implementing Agent or appointed service provider have sufficient capacity to support the required operation and maintenance activities?	YES NO	10 0	
Treatment			20
Operation	Is the necessary Infrastructure in place to support the operation of the technology (i.e. Wastewater Treatment Works)	Included	10
		Full Infrastructure	10
		Req. Minor Upgrade	6
		Req. Major upgrade	2
		No Infrastructure	0

	Is the treatment facility easy and safe to operate?	<i>No on site treatment</i> <i>household operation local</i> <i>operation skilled operator req.</i> Unsafe	5 5 3 1 0
	Does the treatment effectively control odours?	<i>No odours observed</i> <i>Slight odour</i> Significant odour	5 2 0
Use / Disposal			10
Operation	Is there a demand for the use of the treated waste?	Active Market Local acceptance Limited acceptance Dispose to Landfill	5 4 2 1
	Is there a suitable place for the disposal of the treated waste	In the yard In the community Outside the community No local disposal	5 4 2 1

4. ENVIRONMENTAL PERFORMANCE SCORECARD

The Environmental Performance scorecard seeks to rank the technology according to the extent which it protects the environment from pollution and promotes effective use of natural resources.

A cumulative score is obtained based on the response to the different questions. **IF the response to ANY of the questions is marked in red text with a ZERO-point score, the overall Environmental Performance rating of the technology is ZERO.**

Table D: Environmental Performance Scorecard.

Category	Description	Response	Points
Water Consumption	How much water is required to operate the toilet?	<i>No Water (dry toilet)</i>	25
		<i>Only Greywater or recycled water</i>	20
		<i>≤ 1 litre per flush</i>	15
		<i>> 1 and ≤ 2 litres per flush</i>	10
		<i>> 2 and ≤ 6 litres per flush</i>	5
		≥ 6 litres per flush	0

Pollution Control	Does Effluent discharge or leachate meet the appropriate standards prescribed in the Department of Water Affairs general authorisation limits?	<i>No Effluent Discharge</i>	25
		<i>Leachate/supernatant proven to meet required standard within 1 m of the base of the pit/soakaway</i>	20
		<i>Effluent Fully complies with General Authorisation limits</i>	20
		<i>Effluent Discharged to Municipal facility</i>	15
		<i>Effluent within 20% of General Authorisation limits</i>	10
		<i>Effluent more the 20% above the General Authorisation limits</i>	0
Category	Description	Response	Points
Materials	Does the technology use environmentally materials that are biodegradable, or can be effectively recycled?	<i>All materials are biodegradable or can be recycled</i>	15
		<i><20% of materials are not biodegradable or recyclable</i>	10
		<i>>50% of materials are not biodegradable or recyclable</i>	5
Chemicals	Does the technology require the use of hazardous chemicals as part of its operation and maintenance?	<i>No hazardous chemicals used</i>	10
		<i>Some hazardous chemicals are used that are well contained within the technology</i>	5
		<i>Hazardous chemicals are used that present a high risk of polluting the environment.</i>	0

5. RELIABILITY SCORECARD

The Reliability scorecard concentrates on the long-term performance of the technology, where possible verified by historic performance data and field verification. Good scores will only be achieved where the technology can demonstrate successful historic performance for more than two years. Without the benefit of long term success, it is not possible to verify whether the technology is

reliable. Emerging technologies which do not have a long-term performance record may still obtain an average score, while failed technologies or technologies with an inadequate support framework will achieve low scores.

A cumulative score is obtained based on the response to the different questions. **IF the response to ANY of the questions is marked in red text with a ZERO-point score, the overall Environmental Performance rating of the technology is ZERO.**

Table E: Reliability Scorecard

Category	Description	Response	Points
Historic Performance	Total Number of functioning Installations (sample verified by references)	<i>>10 000</i>	20
		<i>>1 000</i>	15
		<i>>100</i>	10
		<i>>10</i>	5
		<i>Lab only</i>	1
Historic Performance	Duration of functional installations (excludes laboratory-based prototypes)	<i>>10 years</i>	20
		<i>> 5 years</i>	15
		<i>> 2 years</i>	10
		<i>≤ 2 years</i>	5
		<i>Lab only</i>	1
Robustness	Material durability (strength, UV Stable and fire resistance)	<i>Selected materials have proven durability</i>	10
			5
		<i>Selected materials have theoretical durability</i>	
		<i>Selected materials not suitable</i>	0
Robustness	Resistance to vandalism	<i>Proven resistance to vandalism.</i>	10
		<i>Theoretical resistance to vandalism</i>	5
		<i>Selected materials prone to vandalism</i>	1

Category	Description	Response	Points
Maintenance	Technical Support	<i>Supplier demonstrates effective training and good long term support</i>	20
		<i>Limited support available</i>	10
		No technical support or training provided	0
	Availability of Spares and Consumables	<i>Readily available at local stores</i>	10
		<i>Available from supplier on request</i>	5
		Insufficient availability of spares and consumables	0
Design Life	Considered lifespan of technology before replacement of major components required.	<i>> 20 years</i>	10
		<i>> 15 years</i>	15
		<i>> 10 years</i>	10
		<i>> 5 Years</i>	5
		<i>< 5 Years</i>	1

6. LIFE CYCLE COST

The life cycle cost of a sanitation technology considers the following:

- capital cost of purchasing the technology
- annual cost of operation (including labour management and consumable items such as collection bags), plus
- Maintenance cost over the given period, repairs and disposal of faecal waste.

There is a need for sanitation technologies to provide a long-term solution to avoid the repeated provision of basic services, especially while there are still backlogs of service provision in South Africa. However, for the purpose of this protocol a design life of 10 years is used, i.e. at the end of 10 years this assumes that the capital cost needs to be paid again. Where the technology requires a large capital investment, a short design life is not acceptable, where lower cost technologies have a shorter design life that require more frequent replacement, the cost of replacement should be considered as part of the maintenance cost over the 10-year design life.

Table F: Evaluation Rating.

COLOUR	SCORE	EVALUATION
RED	0-20	Unacceptable Performance
ORANGE	20-40	Poor Performance
YELLOW	40-60	Average Performance
Light GREEN	60-80	Good performance
Dark GREEN	80-100	Excellent performance

PRICING SCHEDULE

The bill of Quantity shall comprise of all costs deemed necessary by the Contractor for the piloting of the alternative sanitation technology and the full roll-out of the project including but not limited to geotechnical and environmental assessments.

PILOT PROJECT

ITEM	DESCRIPTION	QUANTITY	REMARKS
1	Design, Supply and Installation of Alternative On-Site Sanitation Technology to Replace chemical Toilets Within the GEORGE Municipal Area	5 units	Cost for account of service provider

FULL ROLL-OUT

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1.	Design, Supply and Installation of Alternative On-Site Sanitation Technology to Replace chemical Toilets Within the GEORGE Municipal Area	Each	1	R	
2.	Monthly maintenance	Each	1	R	
TOTAL					

The detailed Pricing Schedule for the full roll-out of the successful pilot will be compiled and issued to the Contractor upon completion of the pilot period. The detailed Pricing Schedule will be priced by the successful pilot Contractor and be subjected to the full evaluation and adjudication before roll-out.

PAST EXPERIENCE

This schedule is compulsory to complete!

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

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

Date

Signature of Tenderer

THE TENDER OFFER

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

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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [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
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.		

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 ²):	
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?*	YES / NO
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:	

<p>3.9 3.9.1</p>	<p>Have you been in the service of the state for the past twelve months? If so, furnish particulars.</p>	<p>YES / NO</p>
<p>3.10 3.10.1</p>	<p>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? 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:</p>	<p>YES / NO</p>
<p>3.11 3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? 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:</p>	<p>YES / NO</p>
<p>3.12 3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p>	<p>YES / NO</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>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars: </p> <p>.....</p>	<p>YES / NO</p>

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

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

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official 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.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

Points for this bid shall be awarded for:

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

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

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

1.4 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.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black

Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<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 enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES
1.
2.

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

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

MBD9

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

.....
Signature	Date
.....
Position	Name of Bidder

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: HS011/2021
Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

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

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

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

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 2022

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

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General Conditions of Contract

1. **Definitions:**

1. The following terms shall be interpreted as indicated:

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

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

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

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights:

6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing:
 - 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
 - 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents:
 - 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

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

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
 - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.