

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: DPD065/2022

**TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER TO PREPARE A
HERITAGE STRATEGY AND PHASE 1 PRECINCTS FOR THE GEORGE
MUNICIPALITY**

ENQUIRIES: MS LYNETTE GROENEWALD
YORK STREET
GEORGE
(044) 801 9436
lgroenewald@george.gov.za.

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 AMOUNT (ALL APPLICABLE TAXES INCLUDED)	R
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PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON TUESDAY, 06 DECEMBER 2022

INDEX

DESCRIPTION	PAGE NUMBERS
Tenderer Contact Details	3
Advertisement	4
Invitation to Bid	5
Details of Tenderer	6
Details of Tendering Entity's Bank	7
Resolution taken by the Board of Directors / Members / Partners	8
Resolution taken by the Board of Directors of a Consortium or Joint Venture	9 – 10
Joint Venture Information / Agreement	11
Tender Specifications	12 – 28
Pricing Instruction & Pricing Schedule	29 – 30
Past Experience	31
The Tender Offer and Acceptance	32 – 34
MBD1 – Tax Compliance Information	35 – 36
MBD4 – Declaration of Interest	37 – 40
MBD6.1 – Preference Points Claim form	41 – 46
MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	47 – 48
MBD9 – Certificate of Independent Bid Determination	49 – 51
Certificate for Municipal Services	52
General Conditions of Contract	53 – 64
Annexure A – GIS Data Requirement	
Annexure B – E - Schedules	

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: DPD065/2022**

Tenders are hereby invited for the **TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PREPARE A HERITAGE STRATEGY AND PHASE 1 PRECINCTS FOR THE GEORGE MUNICIPALITY**

Completed tenders in a sealed envelope, clearly marked:

Tender No. DPD065/2022 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Tuesday, 06 December 2022**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

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

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated as follows:

Stage 1: Functionality Scoring

Only bidders scoring a minimum of 150 out of 210 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.

For more information, contact Ms. Lynette Groenewald at (044) 801 9436 / lgroenewald@george.gov.za.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

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

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

DR M GRATZ
MUNICIPAL MANAGER
GEORGE MUNICIPALITY, GEORGE, 6530

Tenders word hiermee ingewag vir die **TENDER VIR DIE AANSTELLING VAN 'N DIENSVERSKAFFER OM 'N ERFENISSTRATEGIE EN FASE 1 GEBIED VIR DIE GEORGE MUNISIPALITEIT VOOR TE BEREI**

Voltooide tenders in 'n verseelde koevert, duidelik gemerk:

Tender Nr. DPD065/2022 moet voor **Dinsdag, 06 Desember 2022** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: 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 R253-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Funksionaliteit

Slegs tenderaars wat 'n minimum van 150 uit 210 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 Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting, kontak Me. Lynette Groenewald by (044) 801 9436 / lgroenewald@george.gov.za.

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

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

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

DR M GRATZ
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT, GEORGE, 6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER TO PREPARE A HERITAGE STRATEGY AND PHASE 1 PRECINCTS FOR THE GEORGE MUNICIPALITY

BID NUMBER: DPD065/2022

CLOSING DATE: TUESDAY, 06 DECEMBER 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: DPD065/2022 - TENDER FOR THE APPOINTMENT OF SERVICE
PROVIDER TO PREPARE A HERITAGE STRATEGY AND PHASE 1 PRECINCTS FOR
THE GEORGE MUNICIPALITY**

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: DPD065/2022 - TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER TO PREPARE A HERITAGE STRATEGY AND PHASE 1 PRECINCTS FOR THE GEORGE MUNICIPALITY

(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 _____

SPECIFICATION / TERMS OF REFERENCE

1. INTRODUCTION AND BACKGROUND

The George Municipal area is rich in history which is reflected in various traditions, natural and physical sites, buildings and other elements. The Municipality intends to promote good management of the heritage elements to enable and encourage communities to nurture and conserve their legacy so that it may be bequeathed to future generations. Our heritage is unique and precious and has the potential to affirm our diverse cultures and should shape the milieu ('sense of place') of George.

There are numerous sections of the National Heritage Resources Act, 1999 (Act 25 of 1999) (NHRA) which set out what local authorities should do with respect to the **identification, protection and management of heritage resources**, including powers that can be conferred once the local authority is deemed competent. Specific sections of the NHRA make provision for:

- a) The designation and management of heritage areas [Section 26(1), 31(1) (5)(7), 34(1), 47];
- b) The identification of heritage resources [Section 30(5)];
- c) The integration of heritage into planning [Section (31(8), 28(6)];
- d) The protection of heritage resources [Section 31(7)]; and
- e) The interpretation and use of heritage resources [Section (31(8), 44(1)].

A process was initiated, in terms of the prescript of the NHRA, to identify and manage the heritage resources, defined as **“any place or object of cultural significance”**, situated within the George Municipality's area of jurisdiction. The overall process is planned to include:

- a) Identification of heritage resources;
- b) Compilation of an inventory of the heritage resources (Heritage Register);
- c) Preparing and maintaining a list of conservation bodies as prescribed in terms of the Act;
- d) Grading of the heritage resources;
- e) Managing of Grade III heritage resources as well as heritage resources which are deemed to fall within its competence in terms of the Act;
- f) Managing and protection of all heritage resources and properties owned or controlled by the local authority;
- g) Promotion of heritage resources under its control;
- h) Conservation and improving of heritage resources;
- i) Designating of heritage areas within a town planning scheme and a spatial plan;
- j) Managing and protection of public monuments and memorials.

On 20 May 2016 Heritage Western Cape approved the **George Built Heritage Inventory Report**, April 2016(GBHIR) as compiled by Matrix on behalf of the George Municipality, with conditions. The GBHIR covered the areas noted below and included:

Volume 1: Introduction

Volume 2: Record of Built Heritage Resources

Volume 2.1: Blanco

Volume 2.2: George Central

Volume 2.3: Herold's Bay

Volume 2.4: Hoekwil

Volume 2.5: Pacaltsdorp

Volume 2.6: Wilderness

Volume 3: Place Maps for Built Heritage Resources

The data contained in the GBHI2016 has been captured on the Municipal Geographic Information System (GIS), linked to relevant documentation. The GBHIR2016 was conducted to build knowledge and data regarding the heritage richness of George as a basis for the conclusion of registry requirements in terms of the NHRA but has not progressed beyond the initial Inventory of the areas noted above. The process to address gaps identified by HWC has not been completed.

With respect to the formal NHRA process, the following steps must still follow (*conclusion of these steps for all areas do not form part of the current scope of works, but the current project will provide the basis from which the NHRA processes can be completed in a phased manner*):

- a) Aspects highlighted by HWC in comment on the 2016 Inventory must be addressed
- b) Inclusion of specific heritage properties/elements on the provincial heritage register and gazette the listing (Section 30 (7) and (9)). (Heritage and Scenic Resources: Inventory and Policy Framework for the Western Cape, May 2013, Version 4).
- c) Provision to enable the protection and regulation of the listed heritage inventories and those still in the process of being compiled by the planning authority.
- d) The designation (gazetting) of formal Heritage Areas.
- e) Implementation of protection provisions in respect of gazetted properties, which may include Zoning Scheme Bylaw provisions/overlays.

In addition to the local context provided by the initial Inventory, the WC: Provincial Spatial Development Framework: Heritage and Scenic Resources Specialist Study (2013) and Inventory and Policy Framework (May 2013) contributed to creating a heritage management backdrop (Themes, Principles, Policies and Guidelines). Various sets of fragmented, heritage related reports are also available, such as the historical information contained in the 2012 George Central Area (including CBD) Local Structure Plan, site-specific heritage studies and the Pacaltsdorp heritage study (inventory) currently underway.

The **George Municipal Spatial Development Framework (MSDF)**, 2019 supports protection of heritage assets and places emphasis on the acknowledgement and active preservation/enhancement of the various heritage components of George. **Policy H** of the MSDF relates to the imperative to celebrate the built heritage assets in a manner that contributes to renewal, urban quality and opportunity.

Policy H states that “The George Municipal Area is host to extensive built heritage assets and cultural landscapes that must be respected and celebrated as part of the identity of the region and its people. Related policy guidelines include:

- a) Actively promote the use of the George Architectural and Urban Design Guidelines to ensure development which is appropriate to a “green theme”, “garden city” and the public and natural context, of appropriate architectural form and proportion, and is sensitive to heritage.
- b) Manage heritage places and landscapes in accordance with the findings and recommendations of the Municipality’s Heritage Studies.
- c) Complete the municipal Heritage Inventory as the basis for a comprehensive understanding of the heritage assets including cultural landscapes in the municipal area and to inform how these resources can be protected and inform contextually relevant development proposals that interpret and celebrate this heritage.
- d) Where heritage protection areas are identified by the competent authority, the municipality should consider overlay zones for these areas to align land use management to the objective of identifying these areas for protection.

Policies/plans/guidelines, which must be reviewed/possibly considered in the project to ensure strategic alignment of the Heritage Strategy, include:

- a) The George MSDF 2019
- b) The applicable LSDFs
- c) Landscape Characterization and Visual Resource Management Analysis by VRM Africa (LCVRMA)
- d) Architectural and Urban Design Guidelines for the George Municipality by The Matrix (AUDG), including principles relating to:
 - i. The green theme (preservation of the 'Garden City' identity of the town)
 - ii. Hierarchy of spaces within the public realm
 - iii. Public – private interface
 - iv. Architectural expression
 - v. Relationship between buildings and context
 - vi. Promoting the conservation of heritage (mechanisms)

Integration of management of heritage elements and planning functions (land use management and spatial planning) is enabled and managed in the NHRA.

The conundrum lies in the misalignment between the policy intent (protection of remaining heritage elements) and the requirement to embed (celebrate and extend) heritage in the urban/rural/natural fabric. Mechanisms are currently employed to flag heritage buildings during planning application- and building plan approval processes and to require, on an individual application basis, that a prescribed process be followed to gain the approval of the Heritage authorities

Individual site/public realm developments, which do not contain Graded (Grade III) heritage elements, are approved on an individual basis and may detract from the potential character of sub-areas within George. The Heritage Inventory (2016) is presented as a layer within the municipal GIS. Applications (Land Use/Building Plans) on graded properties are flagged and referred to HWC for comment. The heritage quality/sense of place cannot, however, be applied to the public realm and/or wider area, using this tool. Heritage elements (a non-tangible heritage value or heritage resource which is not a building or structure) and places of environmental-or cultural interest -where there is a presence of heritage resources- must also be acknowledged and managed.

Whether it be urban renewal or absorbing growth pressure, a coordinated approach to preserve and extend the heritage value of George must be established. Such approach must culminate in a set of guidelines to address development (all uses/buildings/services/ spaces /movement) in denoted precincts, with associated guidelines, which may be practically used by the Municipality as a land use management tool.

The intent is thus to use available data to delineate heritage precincts, as a basis for preparing a Heritage overlay zone, which will be associated with specific design guidelines to protect heritage elements and engender a sense of place reflective of such precincts. A Strategy must inform the delineation, guideline formulation and management of each broader precinct and/or components of each precinct.

The study and resultant strategy should provide the tools to the George Municipality to guide public and private development (new development, renovation, streetscapes, use, infrastructure) in areas, defined as specific precincts to protect the value of the tangible heritage resources and to preserve and extend a 'sense of place'. I.e., the Implementation Plan, which forms part of the Strategy (See Scope below), must include practical guidelines per precinct for immediate application and actions to be included in phased reviews of the

Heritage Strategy. Again, the precinct should be areas larger than the Grade II or III properties identified in the GBHIR.

The approach to acknowledge and facilitate the protection of heritage elements in George and the assimilation of these elements into the urban/natural fabric, is thus anticipated to include:

- a) Heritage Strategy (all areas) and Action Plan.
- b) Phase 1: Demarcated Heritage Precincts (two areas).
- c) Guidelines for Development in these identified precincts (Phase 1). These guidelines must ensure that the heritage significance of the Heritage Precinct is conserved, but also as a guide to development to enhance the sense of place and thus provide value to the community and from an economic perspective (tourism/business/property value).
- d) Planning Policy and Process Alignment: Reflection on the presentation/ management of heritage aspects in the Greater George area, in the policies of the MSDF, based on available studies /information and the proposed Heritage Strategy.

The Scope of Works (Par. 4) refers.

2. PURPOSE OF THE TERMS OF REFERENCE

The protection and enhancement of Heritage in the George area has been identified as a strategic planning policy. The main intention of this terms of reference is to provide context for the appointment of a service provider to:

- a) Compile a **guiding Heritage Strategy and Action Plan** which will highlight what has to be done, by whom and when to progress from policy intent (Policy H in the MSDF2019) to implementation. Secondly,
- b) Identify two heritage **precincts and related development guidelines**, being a pilot phase of implementation of the strategy, and
- c) To **evaluate the policies** of the MSDF and other municipal management instruments in order to facilitate the implementation of the outputs noted in the Strategy.

The Strategy will enable the phased attainment of the NHRA process requirements and, moreover, to provide a practical way to enhance heritage elements in George.

3. PROJECT INTENT

The importance of heritage identification, protection and enhancement in the George area has been highlighted in various strategic planning documents. The intent of this project is to work towards implementing this goal.

The project intent is, firstly, to develop a **guiding Heritage Strategy**, based on available information, which will guide the management of heritage resources in George and to advise on a way forward, both in addressing shortages in current data/process, policy alignment. Note that the strategy must relate to a practical, immediately implementable workplan/ implementation plan rather than just providing the introduction of more studies/surveys.

The George Heritage Strategy must set out the phased process to derive a full Heritage Resources Plan for George, once the strategy has been implemented, i.e. a plan to protect the city's heritage 'sense of place', buildings, places and objects in a phased manner, within the context of continual urban/rural development. It must be developed to ensure the rich combination of traditions, memories, places and objects are identified, protected and enhanced/extended. An **Implementation Plan** (Heritage Strategy Baseline and Actions) to be provided based on available information/data.

The project further aims to delineate two precincts as **implementation pilots** and to develop **guidelines** for development in these delineated precincts to facilitate holistic heritage protection and enhancement at various practical levels. Preliminary indication, based on the existing inventory and the development pressure bearing on these areas, point to a greater Pacaltsdorp- and a CBD (existing business- and densification area) precinct.

The strategy and precinct approach must be formulated/delineated in such a way (process/intent) to form a defensible basis for overlay zones and for the demarcation of areas within each precinct, if required, as Heritage Areas as defined in NHRA (i.e., completing the statutory process within each precinct).

George Municipality thus envisages heritage resource planning which extends beyond the protection of individual elements, but which will rather build the character of George, both from an economic (tourism) and community pride perspective.

The project will build on available information and will derive a strategy which will feed into the NHRA process, in a phased manner. The defined action/implementation plan, which forms part of the project deliverables, must be done in a manner that it can be used to source funding for implementation of individual components, which forms part of the strategic whole.

The intention of the Municipality is to appoint a professional team, including a Heritage Practitioner to assist the Municipality with the compilation of the deliverables noted in this Terms of Reference.

4. SCOPE OF WORKS

The Scope of Works is indicative and relate to the project intent and the possible approach noted above.

4.1 Guiding Heritage Strategy and Action Plan

As George continues to grow, change and evolve, its buildings and places are being redeveloped. In the context of this change, the strategy must provide a framework to ensure the continued protection and enhancement of all the elements of George's heritage. The Heritage Strategy will guide:

- a) Assembly and management a range of available heritage information.
- b) Enhancement and development of a new strategies for the protection of heritage.
- c) Management of heritage.
- d) Methods to celebrate and communicate of heritage, and partnerships with the community and other stakeholders.

Note that the Heritage Strategy and Action Plan is, basically, a roadmap of what is to be done, not the implementation of all actions to be identified.

The heritage strategy should map out how the relevant authorities will work with key partners; the community and heritage groups, to ensure that the implementation of the strategy is entrenched/sustainable and that heritage elements to be well understood, celebrated and protected. The strategy is a roadmap to plan the management of heritage aspects in future, with clear steps and actions.

The strategy must reflect various areas and associated elements (already identified and to be identified in following process) and the phased process to ensure and entrench heritage elements. The elements to be grouped according to the "national estate"

categories as per the NHRA. Aspects which can be included in the strategy may include, per theme and per area, elements such as the treatment of buildings, parks, landscaping, public spaces and streetscapes, indigenous heritage celebration, signage, etc, with associated development parameters. Arts, culture, tourist and recreation interface/enablement also to be addressed and a management vehicle/strategy per precinct or precinct sub-area. Comments from Heritage Western Cape on the draft strategy to be obtained and amendments as per response, to be included, if required, in the final Strategy.

Per example, a Heritage Strategy may be structured along **four strands**:

Knowing our heritage

- i. This involves collating information: identifying, assessing and documenting heritage places, elements and assets, and collating the information to make it manageable (practical).
- ii. The categorization of elements (available information, arranged in defined themes) and delineation of investigation areas to be done. The spatial representation of elements to be electronically presented. Consideration to be given to natural, scenic, cultural and built environment heritage elements. Categorization to be proposed, in line with HWC guidelines, if any, to facilitate the formal process (registering) to follow this project.
- iii. The purpose is the preparation of a basis for the mapping and assessment of heritage resources on a broad scale, as a starting point for the Action Plan. This will enable future studies to be guided by such information and assessment. Because the area is extensive, broad and varied in terms of types of heritage resources (both tangible and intangible,) the focus has been on mapping resources identified and assessment from other heritage studies. Cultural and memorial potential to be included in the broad assessment.

Protecting our heritage

- i. This entails programming the process to secure statutory protection for identified places and objects, where applicable and possible alternative measures applicable to other identified properties within the precinct to preserve the 'sense of place'.
- ii. Good conservation (and enhancement) practice in policies, strategies, design, construction and management, to facilitate heritage protection to be investigated. Current provisions (in the NRA, MSDF, LSDF, Zoning Scheme Bylaw, to be evaluated) to be evaluated. Proposals to be made in regard to the identified George precincts (phased as per strategy).
- iii. The strategy needs to ensure that the strategy framework is adequate for the future and responsive to the changing urban development context.

Managing our heritage

- i. This entails developing policies and guidelines to assist decision-making, management, provision of advisory services and financial assistance. Successful heritage protection requires coordination of the efforts of the HWC, Municipality, property owners, and the wider community.
- ii. A Management Plan needs to show parties' (Community, NGO's, authorities) responsibility, role in the management of heritage elements (identified in the strategy) and how this is funded. The management plan must also include participation (public) process mechanisms and programs to enable the implementation of the Strategic plan – specifically as it relates to the Phase 1 implementation pilots.

Communicating and celebrating

- i. This involves the proposing of the information systems (as part of strategy) to make this knowledge publicly accessible. Understanding our heritage means investigating why it holds meaning for us today, so, over time, as new information becomes known, heritage values can and do change. Protecting and celebrating Heritage should be approached sensitively, given the diverse cultural history of South Africa and transparent and across-the-board acknowledgement and involvement of all is important. “on-boarding” approach to be illustrated.
- ii. This entails proposals for a plan to promote public awareness and appreciation of heritage and to open an **avenue** through which **heritage elements can be recorded** for further investigation and inclusion in heritage plan updates. The George community holds a wealth of stories, and their interpretation reveals new meanings and builds new understandings of the heritage of the area.
- iii. This step also involves providing information for the drafting of a public information brochure (See Heritage Advice Guideline Series of Cape Town Municipality). The Strategy and Action Plan will identify the heritage communication requirements and procedures.

An overall **Action Plan** to be concluded. Such plan may be linked to the four noted Strategy strands on a SMART basis, illustrating goals, rational and actions. The intent is to have a **concise schedule to program the implementation of the Strategy**. (The Melbourne Action, 2013 plan can be viewed as an example of the level of detail required).

- **This component will identify specific projects/steps to be undertaken to complete an overall Heritage Plan for George**

4.2 Phase 1 Strategy Implementation: Demarcated Heritage Precincts (Pilot project: two areas).

The **George CBD and Pacaltsdorp** areas are proposed as areas within which the Phase 1 implementation precincts, since the existing inventory point to a significant occurrence of heritage buildings in these areas and growth pressure places an urgency on the management of heritage in these areas. Note, again, that these precincts should be functional areas sufficient to create the sense of place, rather than individual elements. The LSDF's and the current Inventory, amongst other factors, to advise the delineation, in consultation with stakeholders to be identified (heritage role players/authorities). During the information collation stage, aspects relating to non-tangible heritage to be identified and the demarcation of precincts to be done to enable the preservation of these elements. The boundary of the precinct to be clearly indicated and important aspects relating to buffers, if any noted.

The updating of the **Heritage Inventory**, within these demarcated precincts will be a first step to justify the demarcation.

The intent/character/principles to be applied to the precinct in order to protect, manage and communicate the Heritage aspect, to be motivated. The urban fabric (uses/elements) of the precinct to be captured in the demarcation motivation to show the practicality/method/process/sustainability of including the non-heritage sites and public realm in the heritage precinct, if required.

4.3 Guidelines for Development in identified Precincts (Phase 1).

These guidelines must ensure that the heritage significance of the Heritage Precinct is conserved, but also as a guide to new development to enhance the sense of place and thus provide value to the community and from an economic perspective (tourism/business/ property value).

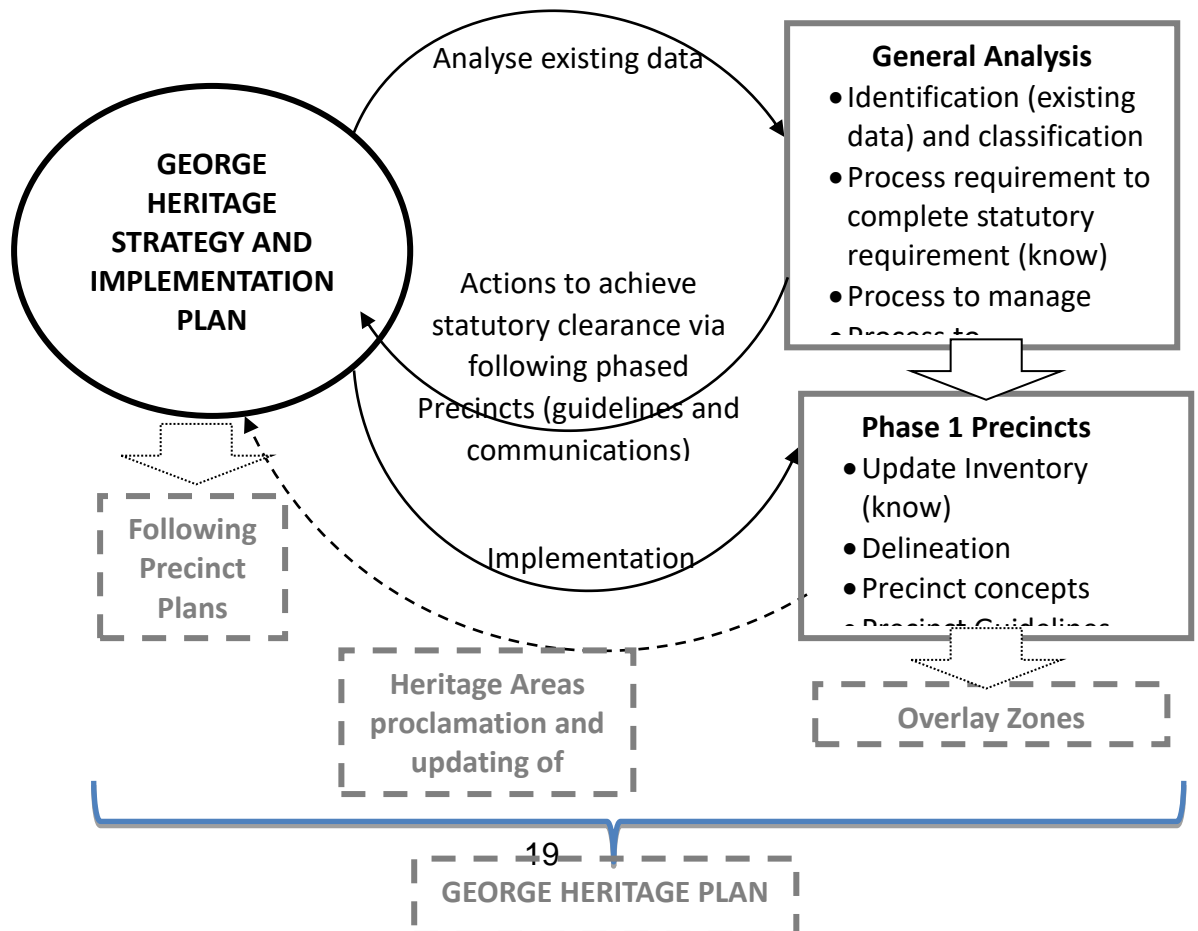
The guidelines must be concise and administrable and should relate to a broader scope than just building design. Although design guidelines were previously drafted for George, the guidelines per precinct (and possibly sub areas within precincts) should be more detailed and reflect criteria for decision-making that will enhance and contribute to the heritage significance of George per precinct. A presentable format must be provided (See Stanford Guidelines or Cape Town Guidelines Example).

4.4 Planning Policy and Process Alignment

Reflection on the presentation/ management of heritage aspects in the Greater George area, in the policies of the MSDF, based on available studies /information and the proposed Heritage strategy. This deliverable follows from the analysis and proposals of the Heritage Strategy and must list the current heritage protection and management mechanisms used by the Municipality and other relevant authorities, evaluate these measures and propose betterment, linked to the action plan.

The process for implementation of guidelines (such as appropriate management of development applications, communication ect.) to be included in the detailed Action Plans per Precinct. This will create a framework for decision-making to facilitate heritage (sense of place) preservation.

Note, again, that the Strategy and the Phase 1 (precincts) implementation of the Strategy must be done in such a manner that the formal process of extending the Inventory, Registry of elements and declaration of Heritage areas, within precincts may follow as a next step in the process. The regular input of the HWC to be included in the project process.



4.5 Stakeholder consultation and input

Source of data and stakeholders that may provide information, to be identified by the service provider, with input of the Municipality (Planning and Development and Building Control Departments) and Heritage Western Cape, during the inception stage. Data/input to be sourced and captured in the required format by the service provider.

Consultations to include:

Strategy & Action Plan	Frequency	Function
1. Steering Committee Meetings including the George Municipality Human Settlements Planning and Development Department and Building Control officials and a representative of Heritage Western Cape	Monthly	Service provider present progress and findings, discussion/enquiries (Minutes kept) May be Teams meeting format.
2. General Focus Group meetings, including Heritage practitioners and interest groups to be confirmed during the inception stage	Three within project timeframe (inputs and presenting of final draft Strategy) and precinct plan details	Obtain input into sources of data and into aspects to consider in process/strategy. Two feedback sessions relating to strategy and and to obtain comments on proposed precinct delineation and guidelines (one per precinct).
3. One workshop with the Wards Committees of the wards in the Precinct area	One	To present the process and draft proposals to the Councillors (The Municipality will arrange the meeting) and to get their input.
<p><i>The public participation relating to the precinct delineation and guidelines is not included in this scope of works and will be done as part of the Heritage overlay process or other implementation process advised in the Strategy. The Precinct pilot component of this project (Phase 1 Implementation: Precinct) will form the basis of the overlay and must be in a formulated/presented in a manner that supports this process.</i></p>		

5. INTENTION OF APPOINTING A SERVICE PROVIDER

The intention of appointing a service provider is to facilitate the development of a Heritage Strategy and Action Plan for the George municipal area, and prepare a Phase 1: Precinct Plan, as outlined in the Scope of Works. The service provider will be responsible for the delivery of products required to reach the project intent also for consultation with relevant authorities and relevant registered heritage bodies. The alignment of other strategic- and land use planning instruments to facilitate heritage protection to be guided in the process.

6. PROFESSIONAL TEAM

- 6.1 The service provider (responsible person), expected to perform the said work, must include **Professional Heritage Practitioners**, registered with the Association of Professional Heritage Practitioners. They must have experience in the development of Heritage Resources Plans, identification and protection of heritage resources and protected areas in terms of the National Heritage Resources Act, 1999 (NHRA). Previous working experience with Municipalities will be an added advantage. Proof of these must be provided in the quotation. The inclusion of an urban designer and/or town planner in the professional team of the services provider will be required.
- 6.2 Given the scope of the project (Refer to the Par 4 and 6.1), the coordinated input of other specialists is required. It is, however, the responsibility of the service provider (lead company) to ensure that the members of the team that renders services to fulfil the project scope and other project requirements, are registered professionals with the required professional indemnity cover, to render the input required to lead to full project completion.
- 6.3 The required specialists (See Par 6.1) may be part of the same company or independent professionals to form a joint venture or enter into a cooperation/contracting agreement amongst themselves.
- 6.4 Final responsibility with respect to contracting of sub-consultants/professionals, program- and budget management and over-all quality control lies with the lead consultant/service provider.

7. PROJECT DELIVERABLES AND TIME FRAMES

The following are the project outputs:

DELIVERABLE	TIMEFRAME From date of appointment (consecutive processes)	EXPECTED COMPLETION
Tender close		06 December 2022
Work Plan and Inception meeting	2 weeks	Jointly agreed workplan based on Terms of reference and work plan submitted as part of tender
Heritage Strategy (all areas) and Implementation Plan (Heritage Strategy)	3 Months	Start February 2023 Completion April 2023: - Draft document and Presentation/workshop Completion April. 2023:

Baseline and Action Plan) (See Par 4.1)		- Response to comment and final Strategy:
Phase 1: Demarcated Heritage Precincts (two areas) (See Par 4.2) And Guidelines for Development in the identified precincts (Phase 1). (See Prar 4.3)	4 Months	Start February 2023 Completion May 2023 Draft presented for comment and workshop / presentation Completion May 2023 - Response to comment and final two Precinct plans with development guidelines
Alignment between planning- and heritage strategy and process. (See Par 4.4)	2 Months	Completion March 2023 Policy statement
Stakeholder consultation and input register (See Par 4.5)	All	Completed April 2023
Close-out Report	1 month	Completed May 2023

- i. Strategy/demarcation and guidelines to include a spatial component, which must be presented on a GIS base (See Attached GIS Requirements), with corresponding/linked data and Strategic- and implementation elements (classification/process/guidelines/links).
- ii. The Strategy, Action Plan and Phase 1 deliverables must include input to a draft set of communication media that can be used in the following public participation stages (overlays/area registration, precinct presentations).
- iii. The project should start in January 2023 (upon confirmation of appointment) and be concluded 5 months from date of appointment.
- iv. Stakeholder engagement will be an essential part of all project components/deliverables. Project proposals should state the extent of consultation, and should include, at least (See Par. 4.5):
 - Monthly engagement with municipal departments (specifically the Human Settlement, Planning and Development- and Building Control Department) according to a fixed schedule.
 - At least two engagements with identified interest groups (One on the Strategy and one workshop per proposed precinct).
 - Presentation of the precincts and guidelines to identified interest groups (workshops).

Notes relating to project deliverables:

- i. The service provider is to produce detailed and **clear maps** related to the strategy and design information. The strategy (Implementation Plan – actions) and precinct deliverables must be spatially placed (mapped).
- ii. An **electronic copy** of each deliverable and supporting documentation (per deliverable/milestone) must be submitted.
- iii. The **invoicing schedule** to be linked to project deliverables and an updated schedule to be attached to each submitted invoice, with a copy of the relevant deliverable (all submitted electronically).
- iv. **Base data and drawings** to be submitted to the municipality in electronic format, compatible with the municipal GIS. (See **Annexure A**).
- v. All information produced, vests with Municipality.

8. CONTRACTING PERIOD

It is anticipated that the duration of this project will be **five (5) months from date of appointment**. Final Close Reports to be submitted in May 2023. Service providers will be required to submit a **basic Work Plan** as part of the tender proposal to illustrate an understanding of the Scope of the Work to show which steps will be completed in the allocated months/timeframe. The Work Plan must include roles and responsibilities, outputs and milestones as well as clear timeframes. The workplan must show concurrent process to ensure that deliverables are completed within the contracting period.

9. SUBMISSION REQUIREMENTS

9.1 The bid form, the form and schedule including completed annexures required in this Terms of Reference, **Annexures B to E** must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink/electronically. (Electronic Excel file to be submitted in addition to signed pdf).

9.2 The following items are required in submission from the bidder in order for bids to qualify for evaluation in the following order – to be read with other bid requirements contained in this Terms of Reference:

ITEM	DESCRIPTION
1. COVERING LETTER	<ul style="list-style-type: none"> • Name and contact details of bidder (main contracting party) • Confirmation of submission of documents required in terms of this bid. • Any special conditions (if any).
2. PRE-QUALIFICATION AND FUNCTIONALITY REQUIREMENTS	<ul style="list-style-type: none"> • Confirmation of compliance with Pre-Qualification Criteria ((See Annexure B to be completed), with supporting documents references and attached, if required, and submitted with the bid. • Schedules (excel spread sheet) attached as Annexure C to be completed by the bidder and referenced to bid proposal to illustrate level of compliance with functionality criteria and scoring- to be submitted with the bid. • Annexures B to E included in one excel-spreadsheet for

ITEM	DESCRIPTION
	completion
3. TECHNICAL PROPOSAL	<ul style="list-style-type: none"> • The technical proposal will include an acceptance/interpretation of the terms of reference to show an understanding of the project and the required steps (work plan) and deliverables, with supporting documents references as attached. • Schedules (excel spread sheet) attached as Annexure D to be completed and submitted with the bid. • Annexures B to E included in one excel-spreadsheet for completion.
4. COST SCHEDULE	<ul style="list-style-type: none"> • Annexure E (Table A to C) to be completed - to contain a breakdown of professional fees (delivery component based) as per indicated – I.e. Fee per deliverable, percentage (%) and acceptance of cost. • Supply a list of key team members setting out the professional roles and hourly rates- for reference purposes only. Annexure E (table D) to be completed. • Annexures B to E included in one excel-spreadsheet for completion.
5. TIME SCHEDULE	<ul style="list-style-type: none"> • Draft Work Plan and Expected Delivery Date/s per deliverable (See part of Annexure D). Note requirement to submit a Technical Proposal (one page to show project understanding and work plan). • All Annexures B to E included in one excel-spreadsheet for completion.
6. OTHER TENDER REQUIREMENTS	<ul style="list-style-type: none"> • Any other requirements set out in the invitation to tender to be met.

10. BIDDER SPECIFICATION: PRE_REQUISITE TO EVALUATION OF BID

10.1 In order to be eligible to be evaluated in terms of the functionality criteria, **the service provider must confirm and submit the required supporting documents** in respect of the following pre qualification criteria:

10.1.1 The service provider (company) must be a registered professional company. The company registration number to be supplied and the field of expertise to be confirmed. A company CV to be attached. The name of the person responsible for the project, within the contracting company, to be specified (See Annexure B);

10.1.2 The service provider must include a heritage practitioner, registered with the the Association of Professional Heritage Practitioners
(a) Proof of Registration must be submitted with the tender documents.
(b) The responsible person must have at least five years experience in the field. A CV to be attached.

He/she/they must have experience in the development of Heritage Resources Plans, identification and protection of heritage resources and protected areas in terms of the National Heritage Resources Act, 1999 (NHRA). Previous working experience with Municipalities will be an added advantage.

(c) The relationship between the bidding company and the heritage practitioner to be stated (Annexure B to be completed).

10.1.3 In addition, the service provider must include (employees/contracted), at least, the services of one or more of the following professionals/specialists to enable the completion of all deliverables: Architect and/or Urban Designer and/or Town Planner.

10.1.4 The service provider must have the capacity and experience to deliver the project deliverables by way of spatial representation in a format compatible with the municipal GIS System. Annexure A of the attached Schedule to be completed to confirm capability.

10.2 The service provider may offer the services mentioned in Par. 10.1.2 and 10.1.4 in-house (within the lead company/service provider) or contracted in. Contractual arrangements / appointments will be the responsibility of the service provider.

10.3 The persons/companies listed by the bidder in the Annexures may be amended only with the written confirmation of the officials of the municipality and/or should the service provider choose to use professionals available on the professional panel supplied (if any) by the Municipality (CES).

10.4 The general procurement conditions of George Municipality apply.

10.5 **Failure to comply with 10.1 will disqualify the tenderer at the onset and no further consideration will be given in the functional evaluation stage.**

10.6 **Annexures B** of the attached Schedule to be completed to illustrate compliance with the Pre-qualification requirements (Par 10.1) to enable the service provider to proceed to Functional Evaluation.

11. BIDDING CRITERIA

11.1A Competative Bidding Procurement Procedure will be followed.

11.2Pre-qualification requirements apply. See Par. 10.

11.3The following evaluation method for responsive bids will be applicable:

Functionality, Financial and Preference

11.3.1 Part 1: Functionality:

Experience, Understanding, Approach and Innovation (See Par 13)

11.3.2 Part 2(1): Financial: Price (See Par 14)

Rate per hour of professionals (used as evaluation guideline)and fee per deliverableand costs(basis of payment).

11.3.3 Part 2 (2):Points Scoring System applicable for this bid:

80/20 B-BBEE points scoring system.

12. FUNCTIONALITY CRITERIA

12.1Qualifying bids (See Par 11) will be evaluated on the functionality criteria as set out below.

12.2**Bidders that score less than 150 out of 210 points for such functionality criteria will be regarded as non-responsive** and will not be evaluated on price and B-BBEE and will thus not be considered for appointment. Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated.

12.3The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and the bid evaluation team will not award any points for late submission and/or lack of response.

12.4 The following criteria will be used to calculate points for the functionality of bidders and bidders should ensure that they submit all information to be pre-evaluated on the criteria mentioned below:

Criterion 1: Experience and Capacity			150
1.1	Experience of the Service Provider	110	
1.1.1	Heritage components	60	
1.1.2	Heritage and urban design component	20	
1.1.3	Heritage and Strategic Planning	20	
1.1.4	Communicating Heritage	10	
1.2	Capacity of the Service Provider	40	
1.2.1	Extent of projects completed	30	
1.2.2	Access to data	10	
Criterion 2: Project Understanding and Methodology			60
2.1	Project Understanding	40	
2.2	Project Methodology	20	

12.4.1 Criterion 1: Relevant Experience and Capacity of the bidder

12.4.1(a) A maximum of 150 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Bidder's and its legacy firm's experience and including the experience of the service provider's professional team - to be specified in the tender submission. Meaning this section takes into consideration that the bidder/service provider, as a contracting entity, and their professional team, has gained relevant experience in the past and showcase that the bidder is in the business of said Scope of Works.

12.4.1(b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the George Municipality and which equates to the capability of the bidder to complete the project as defined in this Terms of Reference.

12.4.1(c) In order to claim points for the above, bidders must complete and submit **Annexure B** (see attached schedule), with required proof, containing the following:

- i. The service provider (relevant professional and/or relevant personnel/ and or relevant contracted persons) must have the qualification and experience required to complete the project, as defined in the Scope of Works (Par 4). Specific reference to experience in completing similar projects, combining heritage elements and requirements and urban design principles/guidelines, aligning the heritage planning and municipal strategic planning instruments and communicating heritage aspects/ elements/ process. The onus is on the bidder to illustrate compliance with the intent of the criteria, with the information completed in **Annexure C**.
- ii. The human resource- and administrative support capacity must be illustrated to confirm that a project of this nature (Scope of work) can be completed adequately within the proposed project timeframe and that available sources of data can be accessed to support the capacity to deliver the project. The onus is on the bidder to illustrate compliance with the intent of the criteria, with the information completed in **Annexure C**.

12.4.1(f) **Scoring of Criterion 1 (Experience and Capability)** will be structured in two parts, Criterion 1.1 and Criterion 1.2 as described in **Annexure C** of the attached Schedule. Information required, scoring method and weights per criterion are also

noted in said Annexure (See attached Schedule). Criterion 1 provides maximum points score of 150 points.

12.4.2 CRITERION 2: PROJECT UNDERSTANDING AND METHODOLOGY

12.4.2(a) Annexure D to be completed and submitted with the indicated (required) information.

12.4.2(b) **Scoring of Criterion 2 (Project Understanding and Methodology)** will be structured in two parts, Criterion 2.1 and Criterion 2.2 as described in **Annexure D** of the attached Schedule. Information required, scoring method and maximum points per criterion are also noted in said Annexure (See attached Schedule). Criterion 2 provides maximum points score of 60 points. The bidder’s inputs will be scored relative to submissions by other qualifying bidders.

12.4.2(c) The Criterion 2 submission is to gauge the bidder’s understanding of the project, given the limited information availability, at this stage. This submission is not construed as the final process/workplan, which will be submitted in the Inception Phase (first two weeks after appointment), but must illustrate the general approach and methodology to which the bidder may be bound.

IMPORTANT NOTE

- Annexure C (to be completed by tenderers) will be attached to the tender document as Annexure C – E. The document can also be requested in excel format from Mis. Lynette Groenewald at lgroenewald@george.gov.za.

13. FINANCIAL AND PREFERENCE RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID

13.1 **Annexure E** (included in attached Schedule) to be completed.

13.2 A bidding process will be followed for those tenders that qualify as per Par 10.

14.1.1 Functionality

14.1.2 Price and Preference Points

13.2 All qualifying bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

CRITERIA	POINTS
PRICE	80
B-BBEE	20
TOTAL	100

The pricing must be provided to **reflect an hourly rate per professional**, which may be used for comparison purposes and to extend specific project aspects. The total fee per deliverable to be shown on the Schedule to be submitted by the bidder and, which will form the basis of the appointment.

The schedule included as Annexures B to E of this Terms of Reference must be completed by the bidder.

14. SPECIAL CONDITIONS OF CONTRACT

14.1 The contract will be for the **period of 5 months** (See Par.7), starting at the date of confirmation of successful bidders, but may be extended, subject to 14.2.

14.2 The final handover of deliverables must be completed by April 2023 and the project plan must be structured accordingly to ensure that all deliverables are received and usable by the Municipality, by then.

- 14.3 The Municipality reserves the right to appoint any other service provider to complete projects/inputs related to the project and project site, in which case the service provider must include such team/specialist in the consultative meetings. I.e., the Municipality is not bound by the service provider team, as appointed in terms of this tender, should specialist services be required not provided for in this tender document and/or specific skills be sought.
- 14.4 Prices should be valid for two years, with escalation only if indicated and include VAT, travelling, subsistence and any other administrative charges to a maximum of 10% of the fee - % offered to be indicated in **Annexure E** of the attached Schedule.
- 14.5 All hourly tariffs herein will be binding (set as a maximum) upon Service Providers for the duration of the contract, as indicated in the pricing schedule. Payments will be done by National Treasury against a fixed fee schedule on sign off of completed process deliverables, by the George Municipality.
- 14.6 Tariffs (rates and fees per deliverable) are based on the maximum that may be charged, i.e., Service Providers may offer appropriate discounts on receiving instructions and/or on submitting subsequent project specific proposals.
- 14.7 The George Municipality reserves the right to downward adjust the scope of work / quantity required to stay within its budgetary constraints.
- 14.8 Invoices from the service provider will be approved by the responsible official of the Municipality, once proof is received, i.e the deliverable is handed over to the Municipality in the required, usable format, prior to processing the invoice for payment.

15. GENERAL

- 15.1 Bid documents and forms can be downloaded from the municipal website.
- 15.2 Supply Chain enquiries can be addressed to: Bronlynn Jumat.
- 15.3 Enquiries relating to the Terms of reference can be directed to:

Project Leader	Lynette Groenewald		
Directorate	Human Settlement, Planning and Development	Bid no	<u>DPD065/2022</u>
E-mail	<u>lgroenewald@george.gov.za</u>	Cellular no	082 653 3900
Telephone	044 801 9436	Fax no	0864571361

PRICING SCHEDULE

It is compulsory that the bidder utilise the tables included as **Annexure E** as part of the financial proposal to cost and confirm financial aspects. The costs to be confirmed in terms of at least the following **resources**:

- Heritage Specialist / Practitioner;
- Architect and / or Urban Designer and / or Town Planner.

The **Project lead** (person) to be identified and to coordinate the staged input requirement of each professional/specialist/team member and a cost per deliverable to be provided.

The service provider will be required to provide a **cost schedule** to provide detail on the costs of each component of the noted deliverables. **Annexure E** to be completed.

NR	DELIVERABLE COMPONENTS	RESOURCE (See Par. 6) INVOLVED IN COMPONENT	RESOURC E ESTIMATE D HOURS AND RATE	COST BREAKDOWN	TOTAL COST PER DELIVERABL E
1	Inception Report/Work Plan				
2.	Heritage Strategy (all areas) and Implementation Plan (Heritage Strategy Baseline and Action Plan)				
3.	Phase 1: Demarcation of Heritage Precincts (two areas)				
4.	Guidelines for Development in the identified precincts (Phase 1).				
5.	Alignment between planning- and heritage strategy and process.				
6.	Stakeholder consultation and input register				
	TOTAL PROFESSIONAL FEES				
	VAT @ 15%				
	DISBURSEMENTS @ 5%				
	TOTAL AMOUNT (ALL APPLICABLE TAXES INCLUDED)				

NOTES

- All fees and disbursement (including travel/accommodation/copies/site visits/meeting expenses, ect, i.e. all costs excluding stated professional fees) shall be evaluated against the terms of reference and the work plan and valid claim shall be certified by the Human Settlement, Planning and Development Department to be correct and then processed for payment . Supporting documentation will be required to validate claims. An updated payment

schedule, referring to the payment milestones, shall be submitted by the service provider with each claim.

- Disbursements are to be capped to a maximum of 5% of the total cost and to include all cost items except stated (included in tender) professional fees.
- Amounts reflected for the estimated hours/months and the related tariff will be utilised for tender evaluation purposes only and as the basis of extensions of the contracts to ensure ongoing implementation management, if required, unless a separate tender is issued.
- The total fee per deliverable will be reflected in the appointment and release of fees will be done in accordance with the cost schedule to be submitted in the Inception stage (First two weeks after appointmentworkplan). Again, payment stages to be linked to deliverables and fees related to such deliverables.
- **Bidders MUST tender for every line item in the pricing schedules to be considered for evaluation. Should any tenderer fail to tender as stated, the bid will be deemed as non-responsive.**

THE TENDER OFFER

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

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

I/we further agree that:

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

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

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

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

Physical Address: _____

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

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MS L WARING**

Signature: _____

Capacity: **DIRECTOR: HUMAN SETTLEMENTS, PLANNING AND DEVELOPMENT**

Date: _____

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

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[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>.....</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

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

.....
Date

.....
Position

.....
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: DPD065/2022
Name of the Bidder: _____

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

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

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

Name of Director / Member / Partner	Identity Number	Physical 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

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

General Conditions of Contract

1. **Definitions:**

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

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

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

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

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

7. Performance security:

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

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

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

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

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

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

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

15. Warranty:

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

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

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

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

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

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

22. Penalties:

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

23. Termination for default:

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

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

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

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

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

35. Prohibition of restrictive practices:

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