

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: ENG 004 OF 2023

**TENDER FOR THE SUPPLY AND DELIVERY OF FUEL AND OIL FROM 01 JULY 2023
UNTIL 30 JUNE 2026**

ENQUIRIES: Mr. Jacques Lawrence
YORK STREET
GEORGE
(044) 801 9222

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

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

TOTAL PRICE (INCLUDING VAT)	R
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PREFERENCES CLAIMED FOR:

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

TENDER CLOSING AT 12H00 ON MONDAY, 22 MAY 2023

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BIDDER CONTACT DETAILS

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

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

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	.....
Facsimile Number:	.....

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NO. ENG004/2023 / TENDER NR. ENG004/2023

Tenders are hereby invited for the **Supply of Bulk Fuel and Oil from 01 July 2023 until 30 June 2026**

Completed tenders in a sealed envelope, clearly marked:

Tender No. ENG004/2023 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Monday, 22 May 2023**. 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.

The tenderer must be in possession of a valid trade license issued by the Gas Regulator.

Tender documents are available at a non refundable deposit of R257-00 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 and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022, the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and specific goals.

For more information, contact Mr. J Lawrence at (044) 801 9222./ jlawrence@george.gov.za (Technical), Mr. S Bowkers at (044) 801 9314/ csbowkers@george.gov.za (SCM)

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 **Voorsiening van Grootmaat Brandstof en Olie vanaf 01 Julie 2023 tot 31 Junie 2026**

Voltooide tenders in 'n verseëelde koefert, duidelik gemerk:

Tender Nr. ENG004/2023 moet voor **Maandag, 22 Mei 2023** 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.

Die tenderaar moet in besit wees van 'n geldige handelslisensie uitgereik deur die Gasreguleerder.

Tender dokumente is verkrygbaar teen 'n R257-00 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 ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkryging (Wet 5 van 2000) Regulasies 2022, die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel as die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte B-BBEE status en spesifieke doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr J Lawrence by (044) 8019222 jlawrence@george.gov.za (Technical) Mnr S Bowkers at (044) 801 9314/csbowkers@george.gov.za (SCM)

Die Munisipaliteit behou hom 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 Verkaffersdatabasis (SVD) te registreer.

Dr M Gratz
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

**YOU ARE HEREBY INVITED TO TENDER FOR THE SUPPLY AND DELIVERY
OF FUEL AND OIL FROM 01 JULY 2023 UNTIL 30 JUNE 2026**

BID NUMBER: ENG004/2023

CLOSING DATE: 22 MAY 2023

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: ENG004/2023

SUPPLY OF BULK FUEL AND OIL FROM 01 JULY 2023 UNTIL 30 JUNE 2026

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: ENG004/2023

SUPPLY OF BULK FUEL AND OIL FROM 01 JULY 2023 UNTIL 30 JUNE 2026

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

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address)

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

TENDER SPECIFICATIONS

Tender Conditions

It shall be a requirement that the Service Providers meet all of the following minimum criteria as stipulated in this functionality section. Failure to comply will deem the tender submission as non-responsive.

Item No	Description of the Criteria	Compliance Yes / No
	<p>Mandatory Requirements</p> <p>The Tenderer shall be in the possession of a valid and relevant Wholesale/Manufacturing Licence (In the name of the bidding entity and or Joint Venture – at least on partner should own) issued by the Department of Minerals and Resources and Energy (DMRE) - the validity of the license will be verified by the DMRE and will be valid for the supply of the following fuel supply/services:</p> <ul style="list-style-type: none"> • Petrol • Diesel <p>The Tenderer must also be in the possession of a valid Supply Contract (not older than three years) and provide a signed contract as proof of supply and if the Service Provider is producing, proof shall be provided in the form of a signed letter of the quantity of fuel produced on a monthly basis, on an official company letter head.</p> <p>Mandatory document: Attached a certified copy of the Wholesale license and a copy of the valid supply contract (no older than three years) need to be attach with tender submission failure to comply will render a tender submission as non-responsive.</p> <p>Failure to Comply with submitting these Mandatory Documentation will render the tender submission as non-responsive and the bid will not be considered further for functionality.</p>	Yes / No
	<p>Company Experience in supply for Bulk Fuel</p> <p>Tenderers will be required to clearly indicated their relevant company experience. This shall be proved by the reference letters from past and or present clients, not older than 24 months. The Bidder is required to submit two reference letters for verification purposes these reference letters will be signed and on the official letter head thus validating the experience of the company in providing bulk fuel service. The requested letter submitted shall contain the following information:</p> <ul style="list-style-type: none"> • Start date • End date • Contract Value • Contract Quantities • Contract Name • Number & Positions of the Referee • Quality of the services rendered <p>Tenderers that do not comply shall be disqualified and their tender submission considered as non-responsive.</p>	Yes / No
	<p>Fuel Delivery Personnel Requirements</p> <p>The Tenderer must ensure that the personnel transporting the fuel is appropriately trained and qualified in accordance with the National Road Traffic Regulations: <u>Must</u> be in the possession of the following documents;</p>	

	<p>A valid driver's license with a Professional Driving Permit for the Conveyance of Dangerous (PrDP) by road. Assistant trained in handling Hazardous and Dangerous The transport crew, both the driver and assistant. must be trained in basic firefighting. The Tenderer shall attach proof that the transport personnel is in possession of all the required certificates that verifies the valid driver's license and basic firefighting training.</p>																
	<p>Compliance of the Fuel Products to SANS The Tenderers shall provide both of the following compliance certificates to in line with the South African National Standards enabling the Service Provider to deliver the fuel products to the George Municipality.</p> <ul style="list-style-type: none"> • Compliance Certificate to SANS 1598 – The Certificate permits the Service Provider to provide Metal-Frees unleaded petrol grades to the George Municipality in line with South African National Standard for Unleaded Petrol • Compliance Certificate to SANS 342 – The Certificate permits the Service Provider to provide Automotive Diesel grades to the George Municipality in line with the South African National Standard for Diesel. <p>The Tenderer shall attach the datasheets of each product indicating the conformance to both National Standards. (SANS 1598 & SANS 342) Product compliance with all relevant standards is mandatory</p>	Yes / No															
	<p>Logistical Requirements for Bulk Fuel Delivery (Quantity above 5000L)</p> <p>The Tenderer shall indicate to the George Municipality how they intend be delivered the fuel to the George Municipality's premises situated at 122 Mitchell Street, George. The capacity and ability shall be clearly defined in the following clusters. The Service Provider shall therefore <u>own</u> all fleet in-house to carry out all purchase order deliveries in time which I submitted in request. In addition to these detailed papers of proof of ownership of the fleet shall be submitted to the George Municipality by means of eNaTIS document</p> <p>In the event of full-time hired and or lease contract the Tenderer shall be required to submit details with a signed copy of the service level agreement between the lessor and the lessee which clearly define the period and the number of fleet that are leased.</p> <p>LDV (Quantity below 2000L)</p> <p>The Service Provider must provide two 4X4 LDV bakkies less than five years old engine capacity (diesel) greater than 1998cc. The bakkie must be fitted with a suitable pump kit similar of equal to Mac-Afric 12 Volt 40l/min diesel pump kit with the following features in a compact design that can be wall-mounted. Ideal for the transfer of fuel: petrol, diesel, and other high flashpoint fuels. Supplied complete with pump, hose, nozzle gun, and meter. Spill kits & also filters need to be fitted to the ensure no wastage occur during fuel transfer. The Tenderer will be allowed to hire and or lease fleet and are required to submit a hired or lease contract. The successful bidder will be required to ensure the lease or hired vehicle and trailer should be fitted with the above-mentioned equipment as stipulated in the conditions. The above contract will be provided to the municipality and the service provider required to signed the Service Level Agreement to the provisions of the contract.</p> <table border="1" data-bbox="363 1850 1289 2038"> <thead> <tr> <th>Item No</th> <th>Description/Parameter</th> <th>Rating/Measurement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Motor Power</td> <td>200W</td> </tr> <tr> <td>2</td> <td>Voltage</td> <td>12/24V</td> </tr> <tr> <td>3</td> <td>RPM</td> <td>4500</td> </tr> <tr> <td>4</td> <td>Current</td> <td>13A</td> </tr> </tbody> </table>	Item No	Description/Parameter	Rating/Measurement	1	Motor Power	200W	2	Voltage	12/24V	3	RPM	4500	4	Current	13A	Yes / No
Item No	Description/Parameter	Rating/Measurement															
1	Motor Power	200W															
2	Voltage	12/24V															
3	RPM	4500															
4	Current	13A															

5	Cable length	2m	
6	Flow rate at Pump	40l/min	
7	Flow rate at Nozzle	60-80l/min	
8	Hose length & Diameter	4m x 30mm	
9	Meter ± 0.01 Tolerance	Meter accuracy must be to the (millilitre)ml and adhere to the maximum allowable tolerance for meters Anti Tamper plus fitted unique seals	
10	Spill kits		
Trailer & Tankers			
<p>The Service Provider must own two trailers each with a 1500-2000litre tank capacity fitted with a calibrated measuring device to accurately measure fuel. The Tender must own two trailers each with a tank capacity of 1500-2000litre which feature a heavy-duty U-Channel axis and 8 blade leaf spring suspensions.</p> <p>The only trailer and tankers acceptable can be of the stainless steel, plastic and mild steel type. The axel carrying capacity shall be 3500kg.</p> <p>The tank must have the following minimum features: range of trailer tankers all feature the following: Any of the following wheels 13", 14", 15" Twin Axle – 55mm round 5 PCD Square Braked Axle Global Coupler handbrake and damper Jockey Wheel 55mm Round Twin Wheel Flicker, Brake, Park lamp and licence light x 2 Yellow Tape All Around with Reflectors</p>			
Health and Safety Specification/Safety File			
<p>The Successful Tenderer will be required to provide a safety file which must include but no limited to the following:</p> <p>Legal Appointments Competency Certificates Risk Assessments Fire Emergency Plan SOP for controlling spillages</p>				Yes / No
<p>Tenderers should note that no points shall be allocated for the functionality criteria stipulated in accordance with the criteria as listed above. Failure to comply with these criteria will render a tender submission as non-responsive.</p>			Yes / No

***Important Notes:**The George Municipality reserves the right to conduct a due diligence on any of the items discussed in the functionality criteria.

Checklist

Please ensure that you have included all the documents listed below, included all other required documents as requested elsewhere, and submit it with your tender document as well as to ensure that you adhere to all the listed requirements. This will ensure that your tender submission is not deemed non-responsive and disqualified.

Please Tick the Box provided to the left for compliance.

- Identity Documents of all those with equity ownership in the organisation. In the case of a company please include only those ID Documents of the Directors with equity ownership.
- Company Registration Forms
- Certified copies of Bidder/Tenderer and Directors Municipal Accounts or Valid Lease agreement
- Registration with any Professional bodies(where applicable)
- Samples provided (all samples are compulsory per requested items)
- All the relevant sections completed and signed and all pages of the Tender Document initialed by the Authorised signatory
- Attach proof that the signatory is duly authorised to enter into a Contractual agreement with the George Municipality
- Original or Certified copy of a valid BBBEE Tax Compliance Certificate
- MDB 1-9 is attached (all applicable)
- Compulsory General Specification Checklist

Declaration

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

NAME OF TENDERER:

SIGNATURE: DATE:

Tender Conditions

1. It is compulsory to comply with all the requirements and submission of attachments (including samples where applicable). All proof of technical compliance and technical documentation as requested in the detailed general specifications must be submitted with the tender document at closing date. Failure to submit all these technical documentation as per the general specification at closing date will render your bid as non-responsive.
2. The price for Section A will be adjusted as per the public government announcement.
3. The price for Section B and Section C shall be fixed for a full **180 days** after the tender closing date and for the consecutive six months after the award.
4. The price for Section D will be governed by the National Government Transport Policy and adjusted as per the adjusted regulation which is released by National Treasury from time to time.
5. If the successful tenderer fails to deliver the service as per the tender contract, alternative suppliers will be sources to render the service and the tenderer will be dealt with as per the General Conditions of Contract. (GCC) and may result in the termination of the contract, recovering the loss from the tenderer and may also rule that such person's name be endorsed on the Register for Tender Defaulters

Tender Conditions

NB: important notice and checklist for tenderers to completed with submission.

Item	Description	Action	Status	Signature
1	It is compulsory to attach all documentation, as requested, to the Tender	Attach	Yes / No	
2	Prices of Section C and Section D must remain fixed for 180 days after tender closure and for another 6 months after the award. (The fuel component will be excluded).	Confirm / Comply	Yes / No	
3	It is compulsory to attach all specifications as requested	Attach	Yes / No	
4	Proof to be provided that the person completing the Tender form is employed by the agency of the manufacturer and duly authorized to tender on its behalf. (attach original document certified copy)	Comply & Attach	Yes / No	
5	Tenderer to ensure that an approved agency and depot (Bulk Distribution) for fuel is situated as to comply with minimum delivery period of 48 hours	Comply	Yes / No	
6	Tenderer to ensure that an approved agency and depot (Bulk Distribution) for lubricants is situated as to comply with minimum delivery period of 5 working days	Comply	Yes / No	
7	Tenderers are required to deliver fuel to the locations provided in the bid documents and to comply with the minimum delivery period of 24 hours for under 2000l request.	Comply	Yes / No	
8	It is compulsory to provide samples as requested	Comply	Yes / No	
9	It is compulsory to Tender on all sub sections per relevant Sections, failure will render you tender for that item non-responsive.	Comply	Yes / No	
10	The tenderer shall be an accredited agent (Sales, Dealership) for the product appointed by the manufacturer or South African Head office of the manufacturer, in writing (Attach original document or certified copy).	Comply, Certify & Attach	Yes / No	
11	Product specifications attached shall be standard, original, brochures of manufacturer's standard factory specification schedules. No copies or covering letters will be accepted for specifications.	Comply & Attach	Yes / No	
12	Fuel and lubricants will be randomly tested for compliance to minimum specifications.	Accept	Yes / No	
13	The Tender price on fuel will be a variation in cents per litre from the Government announced price as published and publicly announced. The variation will be applicable for all Government announced increases for the duration of the contract. The fuel price in George (coastal price) at the closing date of tender will be used for evaluation purposes.	Accept	Yes / No	
14	Tenders will be adjudicated per Section.	Take Note	Yes / No	

15	Take note of the completion of the MBD 5 and submission of financial statements as requested.	Take Note	Yes / No	
	It is compulsory to confirm "yes" or "no" on all line items in the specifications. Blank spaces will be regarded as "no".	Take Note	Yes / No	

It is compulsory to comply towards all sections of above-mentioned Notice and Check list

I accept and approve all of the above.

NAME OF TENDERER:

SIGNATURE: DATE:

Annexure A: Service Level Agreement

Service levels

The successful Supplier(s) shall adhere to the Service Levels set out and agreed to in this Annexure. The Supplier will implement a formal process to ensure that Service Levels set out in this Annexure will be met monthly.

1. Introduction

- I. This Service Level Agreement (“SLA”) sets forth qualitative descriptions of the critical service levels. The numerical minimum service levels expected services levels and commencement of obligations associated with such critical service levels are also set forth in the relevant sections of this SLA.
- II. At all times during the term of the Agreement, the Supplier shall provide the Services to meet or exceed the service levels defined in this SLA.
- III. The service levels will be measured in intervals set out in paragraph 7 below.

2. Service Level Management

- I. The Supplier shall monitor actual performance against each service level contained in this SLA in order to:
 - Report and demonstrate service performance.
 - Provide pro-active identification of problems and mitigation thereof; and
 - Provide trend analysis to help predict future performance of the services.
- II. As a result of trend analysis, George Municipality will gain insight into where efficiencies can be achieved and where wastage can be reduced.
- III. SLA reports will be reviewed in the relevant governance forums as set out in the Master Agreement.
- IV. In the event that the Supplier fails in any Month to meet any Service Level in any service category then the Supplier shall in respect of such failure take the action set out below for each respective failure.
 - On request, where a Service Level does not meet the minimum Service Levels, the Supplier shall provide a report within 24 (twenty-four) hours on why the relevant Service Levels were not met and its plans to rectify performance where the Service Levels have not been met;
 - The Supplier shall define interim fixes and long-term solutions for instances where the Service Category has missed the Service Level for 3 (three) consecutive Months to resolve the failure and shall submit details, in writing of the same to the George Municipality by the 5th Business Day following the distribution and agreement of the Service Level Report detailing such failure;
 - The Supplier shall discuss such proposals during the following: Contract Management Review meeting and the parties shall agree dates within which these remedial actions shall be completed; and
 - The Supplier shall maintain a record of the interim fixes, long-term solutions and remedial actions and the status of each action and provide reports in respect of those issues. The Supplier will keep the George Municipality updated on the progress of these actions during the Contract Management Review meeting.

3. Reporting

- I. Unless otherwise specified elsewhere in this SLA, each service level and key measure shall be measured on a Monthly basis, or as stated in the criteria listed in paragraph 7 below.
- II. The Supplier shall provide the George Municipality, a set of reports to verify the Supplier's performance and compliance with the service levels and key measurements.

4. General Principles

- I. If the Supplier is unable to provide performance reports, the maximum Service Level Credit will become payable.
- II. All Reports must be signed off by a nominated George Municipality and Supplier representative.
- III. On request from the George Municipality and in the event that the Supplier deems it as appropriate, the Supplier will provide information on planned or unplanned maintenance work.

5. Additions and Deletions of Performance Categories

- I. The George Municipality may request to add or delete Performance Categories by sending a written change request to the Supplier. All requested changes shall be agreed to by the George Municipality and the Supplier before implementation and the agreed changes shall be implemented within the next reporting period, unless otherwise agreed to by both Parties.
- II. Such change request shall include changes necessary to accommodate the addition of new Performance Categories.
- III.

6. Service Levels

The Service Levels are summarised in accordance with the service categories as explained below:

Ref	Service Categories	Acceptance Service Levels (Targets)
1	Lead Times	95% +
2	Ordered vs Delivery Litres	95% +
3	Relief / Self-Help	95% +
4	Delivery Communication	95% +
5	Incidents (Transit and Delivery Incidents) – spillages, contamination, etc.	95% +
6	Submission of monthly reports	95% +

The Service Levels are described below. The Respondents are required to comply with the lead times they commit to under means of measurement below:

Item No.	Performance Category	Performance Target
1	Lead Times	
1.1	Normal Orders	Deliver on the day of the specified date in the delivery schedule – 48hours??
1.2	Urgent Orders	24hours from receipt of the George Municipality order
2	Ordered vs Delivered Quantities (Litres, Drums, etc.)	
2.1	Number of Orders Placed vs Number of Orders Delivered	100%
3	Relief Orders	
3.1	Number of orders waived	None/Zero
4	Delivery Communication	
4.1	Completion	Signed Delivery Note that confirm receipt of Items – fuel, Oil, etc.
5	Incidents	
5.1	Transit and Delivery Incidents (spillages, contamination, etc.)	None/Zero
6	Submission of Reports	
6.1	Monthly Deliveries / Savings Reports	Every 15 th of the month for the preceding month report
6.2	Monthly SLA Reports	Every 15 th of the month for the preceding month report
	*Add or remove more	

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Tender Conditions

1. Tender Period
 - I. The tender period will be for a period of three (3) years from 01 July 2023 to 30 June 2026.
2. Specifications
 - I. The Fuel and Lubricants shall comply to all the minimum specifications as per the tender specifications covered herein.
3. Tests
 - I. Samples shall be taken on each delivery and the driver will be requested to sign a form along with the sealed container clearly marked as “sample test” as confirmation of such delivery thereof.
 - II. Fuel and lubricants can at random intervals be referred for external test during the evaluation stage and will remain as such for the full duration of the contract, thus, to ensure compliance to the minimum requirement.
 - III. Transformer oil will also be tested by the Electro-Technical Services Department to confirm compliance. Tests shall comprise both the “dielectric and crackle” tests.
 - IV. Non-compliance will be seen as serious misconduct and action shall be taken as stipulated in the General Conditions of Contract (GCC). As a result, it may lead to any of the following:
 - V. Incorrect items supplied will be returned to sender and will be to the tenderers account.
 - termination of the contract,
 - Recovering the loss from the tenderer, and
 - Such a person’s name will be endorsed on the Register of Tender Defaulters
4. Delivery Quantities (Fuel – Petrol and Diesel)
 - I. Delivery cost for all items, including minimum quantities, shall be free of charge.
 - II. A minimum quantity of 7000litres shall be delivered per batch/order?
 - III. A maximum quantity of 30 000litres shall be delivered per batch/order?
 - IV. The George Municipality reserves the right to order any quantities within these stipulated minimum and maximum threshold values free of any delivery charges
 - V. The Tender Price shall include supply, delivery, pumping to bowzers and all other related costs. No additional costs shall be entertained other than the order amount.
 - VI. The delivery address for the duration of the contract is: **Fleet Management Offices at 122 Mitchell Street, George, 6530.**
5. Delivery Quantities (Oil, Lubricants, Anti-Freeze and Brake Fluid)
 - I. Due to limited storage space, its compulsory for the supplier to ensure delivery of the minimum quantity as per the pricing schedule and or per special request made by the George Municipality as and when required.
6. Order Process
 - I. Orders will be forwarded via email to the supplier where after the order must be presented/honoured within 48 hours from such date and time the order was received from the George Municipality.
 - II. The Tenderer must ensure that the contact details provided below is in working order and are being attended to during office hours. No excuse in this regard will be entertained and excuses for late deliveries will not be accepted.
 - III. The Tenderers Contact Details for all correspondence with regards to orders will be as indicated in the area provided below: **Please complete!**

7. Calibrations
 - I. It shall be a requirement that a valid pump calibration certificate be issued on each fuel delivery clearly stating compliance of the complete unit, pump and metering unit, fitted to the delivery vehicle as per the tender specification.
8. Agency
 - I. The Tenderer shall only be considered once authorised as a dealer for fuel, oil lubricants, anti-freeze, and brake fluid this is due to the sophisticated nature of the products on offer. It shall be required of the successful Tenderer to provide proof thereof prior appointment thus clearly indicating in writing and attached valid proof,

from the manufacturer thereof. An original letter or a certified copy indicating that they are authorised should be issued from the manufacturer stating they are an Agent in respect of sales, after sales service and support for the products on offer.

9. Estimated Quantities/Usage

- II. It should be noted that the estimated usage by the George Municipality is for tender pricing purposes only and are not a true reflection of the annual and or per unit usage that are reflected on the schedule below:

Item	Description	Estimated Quantity per Annum	Unit Measurement	Delivery Unit
Fuel				
1	Diesel: 50ppm	800 000	litre	Bulk
2	Petrol: Grade 95 Unleaded	180 000	litre	Bulk
Oil, Lubricants, Anti-Freeze, Brake Fluid				
3	Engine Oil (15W40)	5000	litre	200-210 litre Dru
4	Two Stroke Oil	200	litre	5 litre cans
5	Two Stroke Oil	300	200ml	200ml
6	ATF	600	litre	200-210 litre Dru
7	ATF	1000	litre	20 litre drum
8	Hydraulic Oil (68)	8000	litre	200-210 litre Dru
9	Gear Oil (80W90)	2000	litre	200-210 litre Dru
10	Gear Oil (85W140)	200	litre	200-210 litre Dru
12	Grease	200	kg	15kg drums
13	Grease	500	kg	50kg drums
14	Brake Fluid	100	500ml	500ml bottle
15	Brake Fluid	200	litre	20 litre drum
16	Anti-Freeze	100	litre	1litre bottle
17	Anti-Freeze	200	litre	20 litre drum

**Oil, lubricants, anti-freeze, brake fluid are we including specific types of products here?*

10. Compulsory to Complete
- I. The Tenderers actual quantity of oil contained in the 200-210litre containers may vary. The exact number of litres contained in these containers must be indicated in the space provided below: **Please complete!** The actual litre content of the oil supplied in the 200-210litre drums is: _____ litres
11. Pricing Schedule: Supply and Delivery of 50ppm Diesel (0.005% Sulphur)
- I. The Tender Price for 50ppm Diesel (0.005% Sulphur) is a variation (+/-) in cents per litre of the government announced wholesale price for George, Western Cape and can be found on the www.energy.gov.za website. If no variation (+/-) is indicated the said current price will be accepted for tender evaluation purposes only. **[03A George CQ108 Western Cape]**
 - II. The Tender variation price will remain unchanged for the duration of the contract.
 - III. The Fuel Zone for George, Western Cape is Zone 03A and the Magisterial Code CQ108.
 - IV. The evaluation price will be the government announced sale price for 50ppm in Zone 03A, George at the close of the tender. The variation (+/-) will be tender variation price.
 - V. The only price adjustments that will be allowed during the contract will be the variation stipulated in cents as per the government announcements.
 - VI. The Tender Price must include the delivery and all unforeseen costs applicable to orders as no additional payments will be entertained other than the tender prices per official order made by the George Municipality.
 - VII. The George Municipality reserves/has the right to obtain the services stipulated in this tender from any alternative source should the Tenderer fail to deliver within the 48 hour' time period. Should the alternative suppliers cost per litre is more, the difference will be claimed from the Tenderer.
12. Pricing Schedule: Supply and Delivery of Unleaded Petrol 95 Octane
- I. The Tender Price for 95 Octane Unleaded Petrol is a variation (+/-) in cents per litre of the government announced wholesale price for George, Western Cape and can be found on the www.energy.gov.za website. If no variation (+/-) is indicated the said current price will be accepted for tender evaluation purposes only.
 - II. The Tender variation price will remain unchanged for the duration of the contract.
 - III. The Fuel Zone for George, Western Cape is Zone 03A and the Magisterial Code CQ108.
 - IV. The evaluation price will be the government announced sale price for 95 Octane Unleaded Petrol in Zone 03A, George at the close of the tender. The variation (+/-) will be tender variation price.
 - V. The only price adjustments that will be allowed during the contract will be the variation stipulated in cents as per the government announcements.
 - VI. The Tender Price must include the delivery and all unforeseen costs applicable to orders as no additional payments will be entertained other than the tender prices per official order made by the George Municipality.
 - VII. The George Municipality reserves/has the right to obtain the services stipulated in this tender from any alternative source should the Tenderer fail to deliver within the 48 hour time period. Should the alternative suppliers cost per litre is more, the difference will be claimed from the Tenderer.
13. Monthly Price Confirmation
- I. It shall be a required of the Tenderer, to notify the George Municipality within 24 hours after each announcement made by the Government regarding the fuel prices. Updated schedules shall be done prior any delivery made to the George Municipality onsite location to the responsible person Mr J Lawrence to the corresponding email address jllawrence@george.gov.za
14. Pricing Schedule: Supply and Delivery of Oil, Lubricants, Brake Fluid and Anti-Freeze
- I. The Tender Price is requested per 500ml and per litre of brake fluid, per kilogram for grease and per litre for all other products.
 - II. The Tender Price shall therefore be fixed for 180 days after the closing date of the tender.
 - III. The evaluation price will be the total price for all line items listed in the Schedule/Bill of Quantities.
 - IV. The Tender Price must include delivery and any other unforeseen costs as no additional cost will be entertained other than the price per litre and per kg as per the official order placed by the George Municipality.
 - V. All the units supplied, meaning the delivery units and sample units, shall be of the original, standard, sealed container sizes supplied from the manufacturer as specified in the minimum specification.

15. Compulsory Tender Instructions

- I. It shall be compulsory to tender for all line items as listed in the Specification. Failure to tender on all line items will render the tender as non-responsive. The line items include oil, lubricants, brake fluid and anti-freeze.
- II. All line items shall be delivered to the delivery address for the full duration of the contract at: **Fleet Management Offices at 122 Mitchell Street, George, 6530.**

16. Bulk Depot Verification

- I. It shall be a compulsory requirement that the Tenderer must operate from a bulk depot which is in the name of the tenderer. The depot must consist of the following infrastructure, bulk tanks, offices, loading facilities, and offloading facilities (bulk tankers) for delivery.
- II. The Tenderer shall have an active, valid, and settled municipal account for the depot which will be registered in the name of the Tenderer. (proof to be attached)

17. Transport Tanker Verification

- I. It shall be a compulsory requirement that the Tenderer own bulk road shipping tankers for delivery and or in possession of a valid lease / rental agreement with a transport company that has this fleet available
- II. Attach copies of the tanker registration papers, eNaTIS registration form and or license renewal certificate, confirming current licensing of tankers.

18. Compulsory to Complete

- I. Vehicle Details (as reflected on the tanker registration papers and license renewal certificate)

Detailed Tankers Model Description	Registration Number

19. Tender Attachments

- I. The tender document serves as a formal contract and may not be taken apart. All documentation mentioned is compulsory to complete and all requested documents for verification need to be attached within this tender document.
- II. It is compulsory to comply to all the minimum specifications in this section
- III. It is compulsory to confirm yes / no on all line items

I accept and approve all of the above

NAME OF TENDERER:

SIGNATURE: DATE:

Compulsory Detailed Specification Compliancy Statement

- Section A: Fuel Item No.1 – Supply and Delivery of 50ppm (0.005% Sulphur) Diesel
- Section A: Fuel Item No.2 – Supply and Delivery of grade 95 Unleaded Petrol

Item	Particulars	Minimum Specification	Comply Yes / No	Offered Specification Standard
A1	Diesel Sulphur Content	The 50ppm (0.005% Sulphur) must comply to all ISO / SANS relevant and applicable standards. Any sulphur content exceeding 50ppm will not be accepted. Please attached proof of certification for ISO/SANS. (original or certified copies)		
A2	Grade 95 ULP	Grade 95 Unleaded Petrol (ULP) Any grade other than 95 ULP will not be accepted. Please attached proof of certification for ISO/SANS. (original or certified copies)		
Section A: Fuel Item A1 and A2				
	Delivery Period	Within 48hours of order placement as per tender specification. Suppliers must ensure that back-up delivery vehicles are provided and or alternatively have a contract agreement in place for shipping of fuel in case of breakdown of delivery vehicles and or any unforeseen circumstances that may occur that may prevent delivery on time.		
	Calibration	A valid calibration certificate for the unit - fuel pump and the metering system – of delivery vehicle must be provided with each delivery. (certified copy) The George Municipality will not accept any delivery without proof of a valid calibration certificate. The original certificate must be available for request, if the calibration certificate cannot be produced it will result that the George Municipality not accepting the delivery at the cost to comply will be to the Tenderer's account.		
	Price Escalation	The only price escalation (increase and decrease) will be applicable as per the Government announcement. Please refer to the www.energy.gov.za website for publicly announced price variations		
	Samples	The George Municipality has the right to request fuel samples during the evaluation process for testing purposes.		
	Testing During Contract	The George Municipality has the right to request test samples of fuel, at any stage during the contract, and will act as per the Conditions of Contract if tests are found to be not compliant to the minimum specifications		
	Certification	Proof of the relevant ISO / SANS standards and compliance with regards to the fuel content must be attached to the tender. Either an original document and or a certified copy will be acceptable proof.		
	Compulsory attachments to be submitted with Tender Document	ISO / SANS standards and fuel and sulphur compliance certificates from the manufacturer.		

		Specification sheets for 50ppm Specifications sheets for 95 ULP Documented proof from the manufacture confirming accredited agency of the Tenderer, authorising the distribution of t product.		
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It is compulsory to complete and sign the details below for the fuel manufacturer of these items.

Name of Fuel Manufacturer	
Physical Factory Address	
Contact Person	
Email Address (Active)	
Telephone / Mobile Number	
Other Relevant Information	

I hereby declare that these items are manufactured at the above-mentioned address and grant the George Municipality the permission to contact the manufacturer to verify any specifications, accredited agency, and declarations regarding this tender.

I accept and approve all of the above.

NAME OF TENDERER:

SIGNATURE: DATE:

**Compulsory Detailed Specification Compliancy Statement
Section B and Section C**

- Section B: Item No.1 – Engine Oil
- Section C: Item No.1 – Other Oil, Lubricants, brake fluids, and anti-freeze

Item No	Particulars	Minimum Specification	Comply Yes / No	Offered Specification Standard
Lubricants				
	Virgin Material	All Oil, lubricants, brake fluid and anti-freeze to be manufactured from virgin material. No recycled and or used products will be accepted. Please attached proof of virgin material use from the manufacturer. (Original or Certified copy)		
	Compliance	It shall be compulsory for Tenderers to provide proof that all products tendered for are manufactured in a facility complying to all the following standards: ISO Certification SANS Certification ILBA Certification		
	Engine Oil	The Engine Oil shall be compatible for diesel engines, Turbo Charged and normally aspirated and must be verified on the containers and the compliance with specifications.		
	15W40	Minimum API C14/SL specification (CH4 or lower grade will not be accepted)		
	Additional Compliance for Engine Oil	It shall be compulsory to provide proof that the engine oil tendered for comply with all of the following OEM standards: MAN M 325 Mercedes Benz 228.3 Volvo VDS-3 Cummins 20071/72/ Renault truck RLD, (similar of equivalent)		
	ATF	Dexron II Allison C-4 compliant		
	Two Stroke Oil	API-TC, for use in motorcycles, lawn mowers weed eaters, chain saws etc.		
	Hydraulic Oil	68 anti-wear DIN 51524		
	Spiro Gear Oil			
	80W90	API GL-4		
	8W140	API GL-5		
		ZF compliant		
	Transformer Oil	ASTM D1275 Method B / IEC296 / IEC 62535 / 60156 / 60296 / DIN 51353 Transformer Oil shall be tested internally by the Electro-Technical Services Department for the dielectric and crackling tests. Failure to pass test will be result in the return of the opened containers to the Tenderers own account		
	Brake Fluid	Dot 4 Mercedes, Benz, and BMW (similar or equal		

	Grease	Multi-Purpose: EP2 Lithium NGLI		
	Anti-freeze	Undiluted (Concentrate) Ethylene-glycol content not less than 90% Please take note that the undiluted contents v be tested and verified		
	Specifications on the Containers	Specifications as per request for the contents all containers, (drums and plastic containers) must appear on the delivered container, either marked as per original manufacturer label or imprinted on the container. No containers with clear technical specifications, labelling (origin labelling and or certified copy) will be accepted samples during the contract		

	Compliance	The Specifications on the samples, and the specification sheets on the delivered product must comply with the minimum specifications		
	Delivery Period	The delivery shall be within 5 working days from the order placement made by the George Municipality. Suppliers must ensure that back delivery vehicles are provided and or alternatively have a contract agreement in place for shipping of items in case of breakdown of delivery vehicle and or any unforeseen circumstances that may occur that may prevent delivery on time.		
	Samples	<p>Containers: A sample must be delivered in a standard, sealed container of the manufacturer purchased by the public and in the retail industry. No other container will be accepted.</p> <p>It is compulsory to deliver all samples for the items covered under this section.</p> <p>The minimum manufacturers specifications requested per item under this section above must appear on the manufacturers label or permanently imprinted on the standard manufacturers original sealed containers of all samples and all delivered products during the contract.</p> <p>Delivery and Collection of samples will be to the Tenderers account.</p> <p>It is compulsory that all samples be delivered with the tender submission for <i>Attention: Mr J Lawrence at Fleet Management Service Department Building, 122 Mitchell Street, George 6530.</i></p> <p>No late sample submissions will be accepted after the tender closing time.</p> <p>The successful Tenderers samples will be non-returnable samples and will be used for record keeping and testing purposes for the full duration of the contract.</p> <p>The samples will be used for tender evaluation purposes and shall be used as a baseline reference for record keeping purposes for the full duration of the contract – and are non-returnable.</p> <p>Samples of non-successful tenderers may be collected within 60 days after the tender has been awarded. Thereafter the George Municipality will dispose of any samples not collected.</p> <p>It is compulsory that all samples provided are clearly marked with identification labels and signatures for both Tenderers and George Municipality's representative.</p> <p>All samples will be recorded in a Sample Register that will be kept at tender submission stage where each person shall sign for identification purposes.</p> <p>No samples include in your tender submission will deem your submission as non-responsive.</p>		
	Samples compulsory to supply	All samples and delivered products supplied during the contract must have the original manufacturers containers as purchased by the public and supplied to the retail industry and reflect the minimum specification standard mentioned earlier in the document.		

15W40 Engine Oil	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Two Stroke Oil	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
ATF	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Hydraulic Oil (68)	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Gear Oil (80W90)	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Gear Oil (85W140)	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Brake Fluid	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Grease	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Anti-freeze	Sample containers of any size ranging from 500ml up to 20litres will be accepted, providing that the minimum specification mentioned above are adhered to/appeared on all samples and delivered products of the successful Tenderer.		
Failure to Provide Samples	Failure to comply will render your tender submission as non-responsive.		
Sample Testing	The George Municipality has the right to test these samples of the Tenderers and include it as part of the Tender Evaluation process prior to awarding the tender to a successful candidate and may at any time withdraw the submission should any of the products supplied does not comply with the minimum specifications. This will render the tender non-responsive.		
Testing during Contract	The George Municipality has the right to test the product at any stage during the duration of the contract for compliance purposes/tests for compliance. Non-conformance to the minimum specifications will lead to the contract being terminated. The George Municipality are allowed to make use of both internal (ETS Dept.) /external		

		testing facilities. Failing to pass such tests will result in the return of opened containers along with the entire delivery batch in its entirety to sender at the Tenderers account.		
	Price Escalation	The Prices for these items will be fixed for 90 days after the tender closing date and for a consecutive six (6) months after tender award. Then thereafter, the George Municipality will accept a price increase only once in a period of six (6) months once valid proof has been submitted from the manufacturer validating such price increase. (valid documented proof to be provided by successful Tenderer) The Tenderer shall notify the George Municipality within 30 days prior to any price increases and shall be done in writing to effect.		
	Compulsory attachments to be submitted with Tender Document (Annexures)	ISO / SANS certification from a blending Plant Official Blending Plant Certificate – An official letter from a blending plant on the Company letterhead that certify/confirm virgin oil and virgin additives. Documented proof, from the manufacturer that confirm accredited agency of the Tenderer, who authorise the distribution of the products (official company letterhead) The original manufacturers specifications sheet of all products which conforms to the minimum specification, and Compliance Certificate to OEM manufacturer stipulated above.		

It is compulsory to complete and sign the details of the manufacturer below for Section B and Section C – all line items.

Name of Oil Blending Plant	
Physical Factory Address	
Contact Person	
Email Address (Active)	
Telephone / Mobile Number	
Other Relevant Information	

I hereby declare that all products/items are manufactured at the above-mentioned address and grant the George Municipality the permission to contact the manufacturer to verify any specifications, certification, accredited agency, the use of virgin material, and declarations regarding this tender.

I accept and approve all of the above.

NAME OF TENDERER:

SIGNATURE: DATE:

Pricing Instructions/Pricing and Delivery Schedule

Pricing Schedule

Pricing Instructions mean the criteria as set out below, read together with all Parts of the contract document, which it will be assumed in the contract that the Tenderer has taken into account when developing his prices.

1. The short descriptions and category number given in the Pricing Schedule below are brief descriptions used to identify the activities for which prices are required.
2. While it is entirely at the Tenderer's discretion as regards to the Pricing Schedule below, Guideline Tariffs of Fees or indicative time-based rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and or prices as applicable.
3. For the Purpose of the Pricing Schedule, the following words shall have meanings hereby assigned to them:
Unit: The unit of measurement for each item.
Quantity: The number of units of work for each item.
Rate: The agreed payment per unit of measurement.
Amount: The product of the quantity and the agreed rate for an item.
4. A rate, sum, percentage fees and prices in the Pricing Schedule are to be fully inclusive prices described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
5. Where Quantities are given in the Pricing Schedule, these are provisional and do not necessarily present the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule. In respect of time-based services, the allocations of staff must be agreed with the Employer before such services is rendered.
6. All rates, sum, percentage fees or prices (as applicable) tendered in the Pricing Schedule shall be final and binding and shall not be subject to any variation throughout the entire period of the contract.
7. All prices must be inclusive of VAT and delivery cost.
8. The tender will be evaluated on the price per litre as per gazette wholesale price of the month prior to the closing of tender, for evaluation with the mark-up or mark-down in cent per litre taken into account multiplied with the average consumption for prior years. The average consumption will be based on the past 3/5 years' consumption of petrol and diesel. Bidders must submit price for each line item in the Pricing Schedule to be considered for evaluation. Should the bidder fail to submit a price for each line item as stated, the bid will be deemed non-responsive.
9. Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.
10. Bidders are required to comply with the prescribed Pricing Schedule below. No pricing schedules other than the Pricing Schedule as stated will be accepted and failure to adhere to this section will be seen as submitting a non-responsive bid.

Site Information

It shall be a requirement of the successful bidder to provide these goods and services – Fuel, Engine Oil, Lubricants and other services to various Municipal Infrastructure Sites these and not limited to the list provided below but shall include all the Waste Water Treatment Plants, Pumpstation Sites, and other municipal sites where and when these services might be required by the George Municipality.

ID ITEM	GPS CO-ORDINATES	LOCATION DESCRIPTION	GENERATOR (kVA)	DISTANCE FROM GEORGE MUNICIPALITY: CENTRE – YORK STR (km)
1.	S 33°56'07.6" E 22°28'35.9"	Old Water Works	80	04
2.	S 33.961623, E 22.464870	Electrical Workshop Lighting P	20	03
3.	S 34.053246, E 22.392787	Herolds Bay Sewage Pump Station	150	25
4.	-34.015814, 22.458584	Pacaltsdorp Civic Lighting Plan	15	10
5.	-33.960739, 22.453674	George Civic Lighting Plant	200	00
6.	S 33.961623, E 22.464870	Small Mobile Trailer	30	03
7.	-33.958254, 22.497600	Eden Sewage Pump Station	200	06
8.	-34.005608, 22.667282	Kleinkranz Sewage Pump Stat	70	30
9.	-33.977401, 22.465376	Large Mobile Trailer No.1	500	04
10.	-33.977401, 22.465376	Large Mobile Trailer No.2	500	04
11.	-34.050251, 22.439359	Le Grande Water Pump Statio	40	15
12.	-33.985997, 22.515315	Kraibosch Sewage Pump Sta	200	08
13.	-33.943351, 22.483151	New Water Works	800	05
14.	-33.939076, 22.404207	Eskom Water Pump Station	68	14
15.	-34.011438, 22.464532	Pacaltsdorp No.1 sewer Pump Station	1 000	08
16.	-33.981455, 22.515888	Welgelegen Sewer Pump Stat	150	10
17.	-34.053536, 22.413022	Trailer Break Water Bay	130	25
18.	33.943526, 22.528204	Saasveld Pump Station	80	13.5
19.	-34.020664, 22.490590	Thembaletu Pump Station N 06	350	10
20.	-34.006090, 22.510933	Thembaletu Pump Station N 07	200	11
21.	-34.004565, 22.548303	Victoria Bay Pump Station	250	15
22.	-33.992569, 22.423881	Gwaying Sewage works	40	5.5
23.	-33.987892, 22.608482	Erb & Flow	300	22
24.	-33.964196, 22.469003	Vehicle Registration	50	02
25.	-33.961153, 22.465399	Law Enforcement	50	1.8
26.	-33.979074, 22.463386	Civil	50	03
27.	-33.992569, 22.423881	Oorlaai Station	80	5.5
28.	34.001299, 22.650899	Kleinkrantz Pump station	70	30
29.	-34.004553, 22.463391	Outeniqua Water Waste Treat	800	07
30.	-33.994652, 22.458969	Tamsui Pump station	50	05
31.	-33.964978, 22.515333	Garden Route Dam	500	07

Price and Delivery Schedule

Note: Each of the Pricing Schedules must be signed, by the Tenderer failure to comply will deem the bid as non-responsive and the Tenderer will be disqualified.

1. The Pricing Schedule is attached and should be completed. It is compulsory to complete the Pricing Schedule in this Tender Document for all line items.
2. No Letter Head or alternative Price Schedule will be accepted.
3. The Tender will be evaluated on the Total Price per item.
4. It is compulsory to complete all line items of the Pricing Schedule tendered for and no line item must be left blank. Line items where the cost is included in the Tender price, must be indicated as "R 0.00".

If for any reason these Pricing Instructions are not adhered to, the tender will be deemed non-responsive.

5. It is compulsory to add all prices to determine the Total Price. Individual Prices will not be allowed and or added afterwards by the George Municipality or Tenderer. No Price corrections will be accepted after the Tender Closing date.
6. No additional orders will be issued and no payments claims processed other than the instructions and pricing reflecting on the order as per the Pricing Schedule. The cost to comply will be for the account of the Tenderer.
7. All items shall comply with the minimum Tender Specification.
8. It is compulsory that the Tender sign all the Pricing Schedules pages.

ENG/PS XXX of 2023 – Supply and Delivery of fuel and lubricants for George Municipality for the Period of Three Years								
	Description	Tender Unit	Delivered Price Variations(Cents)	Required Delivery Unit	Actual Litres Delivered	Brand Name	Delivery Period (Hours)	Total Cost
Section A	Supply and Delivery to George Municipal premises at FMS at 122 Mitchell Street, 03A George CQ108, Westrn Cape		Note: The delivered Price variations (in cents) from the Prescribed Government Announced Price (per litre)					
A	Port Elizabeth To George							
1	Supply and Delivery of 50ppm Fuel: Diesel - no exceeding 0,005% Sulphur	1litre		Bulk to Bowzers	Refer to clause			
2	Supply and Delivery of Fuel: 95 Octane Unleaded Petrol	1litre		Bulk to Bowzers	Refer to clause			
	Cape Town To George							
1	Supply and Delivery of 50ppm Fuel: Diesel - no exceeding 0,005% Sulphur	1litre		Bulk to Bowzers	Refer to clause			
2	Supply and Delivery of Fuel: 95 Octane Unleaded Petrol	1litre		Bulk to Bowzers	Refer to clause			
	Mosselbay to George							
1	Supply and Delivery of 50ppm Fuel: Diesel - no exceeding 0,005% Sulphur	1litre		Bulk to Bowzers	Refer to clause			
2	Supply and Delivery of Fuel: 95 Octane Unleaded Petrol	1litre		Bulk to Bowzers	Refer to clause			
A	Sub-Total for Supply and Delivery of Fuel							R
Section B	Supply and Delivery of Engine Oil		Note: Delivered Price (R & c) per Tender Unit (Excl. VAT)				(Working Days)	
1	Engine Oil (15W30)	1litre		200-210l drums	No less than 200l Case 24			
2	Engine Oil (15W40)	1litre		200-210l drums	No less than 200l Case 24			
B	Sub-Total for Supply and Delivery of Oil							R
Section C	Supply and Delivery of Other Oil, Lubricants, Brake Fluid, Anti-Freeze		Note: Delivered Price (Fixed) in (R and Cents) per Tender Unit (Excl. VAT)				(Working Days)	
1	Two Stroke Oil	1litre		5 litre can	5 litre can x 4 case			
2	Two Stroke Oil	200ml		200ml	200ml x 24 case			
3	ATF	1litre		200-210 litre Drums	200ml x 24 case			
4	ATF	1litre		20 litre Drums	20 litre Drums			
5	Hydraulic Oil (68)	1litre		200-210 Litre Drums	200ml x 24 case			
6	Gear Oil (80W90)	1litre		200-210 Litre Drums	200ml x 24 case			

7	Gear Oil (80W140)	1litre		200-210 Litre Drums	200ml x 24 case			
8	Grease	1kg		15kg Drums	15kg Drums			
9	Grease	1kg		50kg Drums	50kg Drums			
10	Brake Fluid	500ml		500ml	500ml			
11	Brake Fluid	1litre		20 litre Drums	20 litre Drums			
12	Anti-Freeze	1litre		1 litre Bottle	2 litre Bottle			
13	Anti-Freeze	1litre		20 litre Drums	20 litre Drums			
C	Sub-Total for Supply and Delivery of Other Oils, Lubricants, Brake fluid and Anti-Freeze							R
D	Transport Delivery Rate per Kilometres							
	Suppliers are only able to claim kilometres travelled within the Municipal boundary WC 44 no travel outside the municipal boundary is claimable. Starting point for travel is 122 Mitchell Street, George							
	Distance claimed to site							
	LDV Bakkie	R/km						
	Trailer	R/km						
	Supply and Delivery of 50ppm Fuel: Diesel - no exceeding 0,005% Sulphur							
D	Sub-Total for Transport							R
Total Costs (A + B + C + D)								
15% VAT								
Total Costs , VAT Included - Transferred to Summary								R

Price Adjustments

The Tender remain valid and binding for a minimum of 180days after the closing date and the validity extends automatic till the contract is signed if validity goes beyond the number of days indicated. This is to ensure that the Tender is valid till appeals were considered, if received. It is compulsory that the Tender Price for items in Section B and Section C to be firm for a specified time (at least 180 days after the tender closing date).

The Price Variations for Section A: Fuel Item A1 and Fuel Item A2 shall remain fixed for the full duration of the contract. Only increase and decrease as gazette by the DMRE is permitted no other variations on the price of fuel shall be considered.

Prices are to remain valid for a period of twelve months and a CPI increase is applicable on the anniversary month of the award. The annual CPI increase as published by Stats SA.

Approval

I accept and approve all of the above

Note: Failure to accept the automatic extension will render your tender submission as non-responsive.

Any Bidder may at any point in time withdraw their bid in writing in which case the bid will not be further considered.

NAME OF TENDERER:

SIGNATURE: DATE: _____

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 180 days commencing from the closing date and time of this tender.

I/we further agree that:

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

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

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

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

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and

rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR B MANDLA**

Signature: _____

Capacity: **DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: _____

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

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		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:	
3.9	Have you been in the service of the state for the past twelve	YES / NO

3.9.1	months? If so, furnish particulars.	
3.10 3.10.1	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:	YES / NO
3.11 3.11.1	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:	YES / NO
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:	YES / NO

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

		Director	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 2022

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to 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 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.
- 1.3 Points for this bid shall be awarded for:
 - (a) Price;
 - (b) B-BBEE and;
 - (c) Specific Goals.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
Price	80
B-BBEE level of contributor	10
Specific Goals	10
Total points for Price and Specific Goals	100

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

3. DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the

- time of bid invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEM

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

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

Where:

- Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE level and SPECIFIC GOALS

- 5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in tables 4.2.1 and 4.3.1 below as may be supported by proof/documentation stated in the conditions of this tender:

5.2 Points awarded for B-BBEE Level of contributor.

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

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

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

5.3 Points awarded for Locality.

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

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

Bidder MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.2

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

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.3 and must be substantiated by relevant proof of address of a company office.

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 Company registration number:.....

7.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.4 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 specific goals 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, 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the Specific Goal points 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.

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

WITNESSES	
1.	.....
2.	.....

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:

TENDER NUMBER: ENG004/2023

SUPPLY OF BULK FUEL AND OIL FROM 01 JULY 2023 UNTIL 30 JUNE 2026

(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.

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: ENG004/2023
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 _____ 2023

PLEASE NOTE:

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

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

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

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

such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights:

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

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

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price,

provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a

horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.