

## GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: DPD026/2024**

**TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PREPARE  
A BRANDING DESIGN AND A DESIGN SCHEDULE FOR URBAN  
ACUPUNCTURE ELEMENTS RELATED TO THE ILISOLETHU PRECINCT**

ENQUIRIES: MR. HENKO LOURENS  
YORK STREET  
GEORGE  
(044) 801 9111 #1294

**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 .....

GRAND TOTAL FOR FEES (INCLUDING VAT)

R

#### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

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

**TENDER CLOSING AT 12H00 ON TUESDAY, 20 AUGUST 2024**

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## **BIDDER CONTACT DETAILS**

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

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

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

## **GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**

### **TENDER NUMBER / NOMMER: DPD026/2024**

Tenders are hereby invited for the **Appointment of Service Provider to Prepare a Branding Manual and a Design Schedule for Urban Acupuncture Elements related to the Ilisoletu Precinct.**

Completed tenders in a sealed envelope, clearly marked **Tender No. DPD026/2024** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Tuesday, 20 August 2024**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non-refundable deposit of R284-05 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and awarded as follows:

#### Stage 1: Pre-Qualification

Only tenders scoring a minimum of 135 out of 180 points in stage 1 will be further considered for evaluation in stage 2.

#### Stage 2: Price, B-BBEE Status and Specific Goals

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. Henko Lourens at (044) 801 9111 #1294.

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).

**MR. D ADONIS**  
**ACTING MUNICIPAL MANAGER**  
**GEORGE MUNICIPALITY**  
**GEORGE**  
**6530**

Tenders word hiermee ingewag vir die **Aanstel van 'n Diensverskaffer om 'n Handelsmerkhandleiding en 'n Ontwerpskedul op te stel vir Stedelike Akupunktuurelemente wat verband hou met die Ilisoletu Distrik.**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk **Tender Nr. DPD026/2024** moet voor **Dinsdag, 20 Augustus 2024** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R284-05 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

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

Tenders sal as volg ge-evalueer en toegeken word:

#### Fase 1: Voorafbepaalde kriteria

Slegs tenderaars wat 'n minimum van 135 uit 180 punte behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

#### Fase 2: Prys, B-BBEE Status en Spesifieke Doelwitte

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr. Henko Lourens by (044) 801 9111 #1294.

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

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

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

**MNR. D ADONIS**  
**WAARNEMENDE MUNISIPALE BESTUURDER**  
**GEORGE MUNISIPALITEIT**  
**GEORGE**  
**6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PREPARE A BRANDING MANUAL AND A DESIGN SCHEDULE FOR URBAN ACUPUNCTURE ELEMENTS RELATED TO THE ILISOLETHU PRECINCT**

BID NUMBER: DPD026/2024

CLOSING DATE: 20 AUGUST 2024

CLOSING TIME: 12:00

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

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

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

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

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

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

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

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

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

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

## DETAILS OF TENDERER

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

### **DETAILS OF TENDERING ENTITY'S BANK**

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

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

Signature of Tenderer:\_\_\_\_\_

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

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

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

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

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

**RESOLVED THAT:**

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

**TENDER NUMBER: DPD026/2024 - APPOINTMENT OF A SERVICE  
PROVIDER TO PREPARE A BRANDING MANUAL AND A DESIGN  
SCHEDULE FOR URBAN ACUPUNCTURE ELEMENTS RELATED TO THE  
ILISOLETHU PRECINCT**

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			



## 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: DPD026/2024 - APPOINTMENT OF A SERVICE  
PROVIDER TO PREPARE A BRANDING MANUAL AND A DESIGN  
SCHEDULE FOR URBAN ACUPUNCTURE ELEMENTS RELATED TO THE  
ILISOLETHU PRECINCT**

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

\_\_\_\_\_  
and

\_\_\_\_\_  
and

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

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

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

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

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

(Physical Address)

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

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

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input style="width: 40px; height: 20px;" type="checkbox"/> NO <input style="width: 40px; height: 20px;" type="checkbox"/>
CIDB Registration Number(s), if any:	

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

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

**SCHEDULE OF SUB-CONTRACTORS**

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

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

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

## **TENDER SPECIFICATIONS**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PREPARE A BRANDING MANUAL AND A DESIGN SCHEDULE FOR URBAN ACUPUNCTURE ELEMENTS RELATED TO THE ILISOLETHU PRECINCT FOR THE GEORGE MUNICIPALITY**

### **CONTENTS OF THE TERMS OF REFERENCE**

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<b>2</b>	<b>PURPOSE OF THE TERMS OF REFERENCE AND PROJECT INTENT</b>
<b>3</b>	<b>SCOPE OF WORKS</b>
<b>4</b>	<b>INTENTION OF APPOINTING A SERVICE PROVIDER</b>
<b>5</b>	<b>PROFESSIONAL TEAM</b>
<b>6</b>	<b>DELIVERABLES AND TIME FRAMES</b>
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<b>10</b>	<b>BIDDER SPECIFICATION: PRE_REQUISITE TO EVALUATION OF BID</b>
<b>11</b>	<b>BIDDING CRITERIA</b>
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<b>13</b>	<b>FINANCIAL AND PREFERENCE RESPONSIVENESS CRITERIA</b>
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<b>15</b>	<b>GENERAL</b>
<b>16</b>	<b>ATTACHMENTS TO THE TERMS OF REFERENCE</b>

## 1. INTRODUCTION AND BACKGROUND

The further development of the Thembalethu nodal area has been identified as an integral part of the social and economic transformation of this populous sub-area of George. The George Municipality together with National Treasury have corroborated under the Neighbourhood Development Partnership Program (NDPP) to derive a comprehensive development plan to guide impactful implementation and attract investment in the central urban area of Thembalethu, referred to as “Ilisoletu”. **Eleven Investment Projects Packages** were identified as part of a Ilisoletu Investment Plan. The investment packages relate to specific projects that seeks to simulate economic and social development within Thembalethu. Increased investment in this urban area aims create a vibrant community with a unique sense of place for all residents and visitors.

In addition to project identification, **general design guidelines** have been developed as part of the Investment Plan. These guidelines relate to, amongst other aspects, consideration of non-motorised transport, building and property interfaces, walkways, open space, parking, place making, SMME trading and public art design guidelines. However, the detail design has not yet been done for several areas and projects.

Furthermore, **urban acupuncture** interventions support the functionality and branding of the Ilisoletu project. Urban acupuncture will include placing street furniture in communal areas, such as benches, trash bins, bus shelters, cycle racks and tables. To create a cohesion of the different spaces and surrounding environment a uniform design is recommended for street furniture. The Area Management Strategy, which forms part of the Investment Plan, includes proposed designs for benches and trash bins.

The spaces that will be created will include **infrastructure** that should be uniform with street furniture and relate to the general design guidelines. This infrastructure includes lights, street poles, WIFI, trading shelters, walkways, advertisement boards and cameras. The design of this infrastructure should enhance the Ilisoletu sense of place. The Area Management Strategy includes proposed designs for advertisements board, trading stands, shelters and WIFI poles.

Ilisoletu must be developed as an urban area brand that will promote investment and improve investor confidence in the Thembalethu area. The branding of the street furniture, infrastructure and advertisements will be crucial to creating an integrated sense of place within the urban environment. The application of branding initiatives/products must furthermore instil a sense of pride and inclusion for all participants in the Ilisoletu Node and specifically for the community of Thembalethu. Branding proposals have been included in the Area Management Strategy document which includes a logo and symbol representing an eye.

The Scope of Works refers.

## 2. PURPOSE OF THE TERMS OF REFERENCE AND PROJECT INTENT

The importance of creating an attractive urban environment for the Ilisoletu project has been highlighted in the Investment Plan, Investment Packages and Area Management Strategy.

The intent of this project is to work towards implementing the branding design elements and infrastructure in all areas in Ilisoletu.

The revitalisation of the Thembalethu nodal area has been identified as crucial for social and economic transformation. Ilisoletu has been identified as an area where new development can significantly shape and alter the community’s sense of place. The main intention of this terms of reference is to provide context for the appointment of a service provider to:

- a) To establish an appropriate **branding manual** for use of the Ilisoletu logo on all printed material, including advertisements, notices and other forms of communications.
- b) To develop a **design schedule** for the related street infrastructure, street furniture and other urban acupuncture elements related to the Ilisoletu Precinct,
- c) To cost the design interventions, and
- d) To provide a guide for **shared architectural design features**, to be applied in investment projects.

### 3. SCOPE OF WORKS

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

#### 3.1 Ilisoletu project area

The requirement for branding relates to the Thembaletu-Ilisoletu Project. The image below indicates the area included in the investigation for the Ilisoletu Investment Plan, relative to Thembaletu. This is also the area within which the physical branding elements will be implemented.

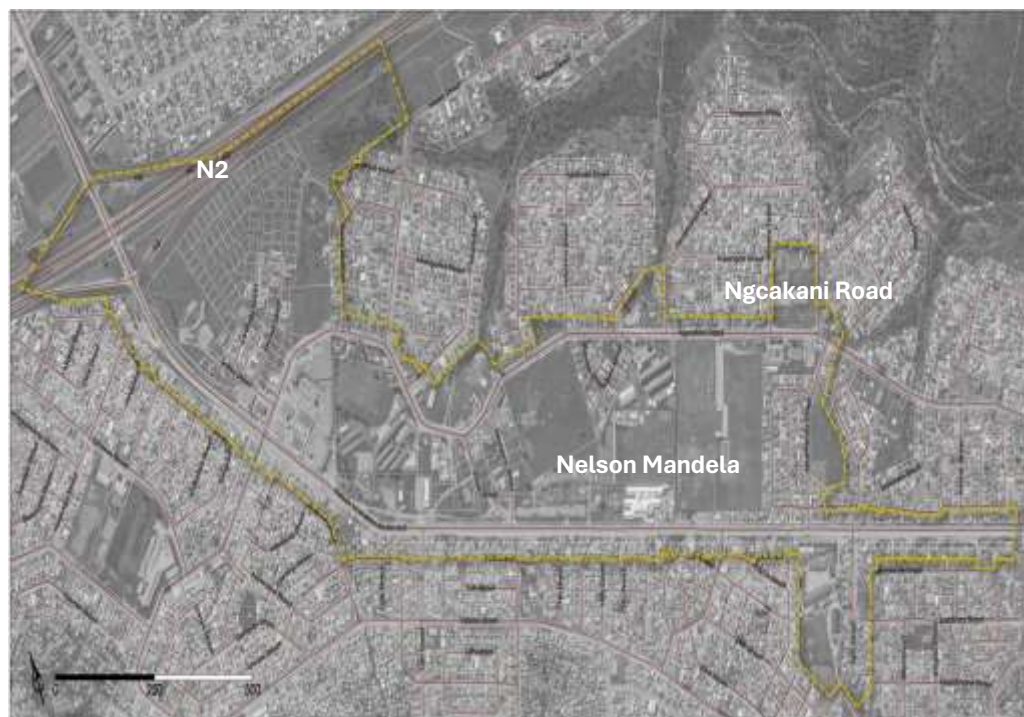


Figure 1: Ilisoletu Investment Plan Study Area

The following image indicates the different projects situated within Ilisoletu. The relevant investment packages have reference.



Figure 2: Locality: Ilisoletu Projects

### 3.2 Establish a branding manual for the Ilisoletu Precinct

In order to promote Ilisoletu as an investment opportunity the area requires investor confidence and assurance of functional development. The development in the area will be linked to the Ilisoletu brand for community, economic, social and residential development. The brand will be illustrated on notices, advertisements, communications, reports and in some case visual representations at public areas and as part of developments.

The brand guideline manual must define and detail branding elements and explain how the brand should be presented in public and how people should come into contact with it.

The branding should be simple and easily identifiable for investors and members of the public. This will allow people to make a connection between projects and the improvement district named Ilisoletu. Branding should be a **revision or refinement of the existing logo** indicated below. The logo must be reworked. A few formats of the logo should be considered to select the most appropriate logo for the precinct. Consideration should be given to a shorter logo, abbreviation and corporate iconography. The updating of the logo to a **usable format** is required. Branding to be redrawn to have a PDF, Vector format, Jpeg format. The GM must be able to use the logo in any size without losing quality. The branding manual should address the introduction of the logo and its origins. It should speak to the application of the logo and what elements are included in the logo and should be presented in **formats and shapes** required for the various applications. Staging of the logo should include shared branding options for collaborations with other partners. A cost sharing model to be related to branding material.



Figure 3: Current Ilisoletu branding logo



The Area Management Strategy for Ilisoletu includes the establishment of an improvement district that will be managed by a Section 21 company, non-profit company. The Ilisoletu Improvement District will have its own logo and a proposal in this regard is indicated in the following figure. The project will thus include two logos.



Figure 4: Ilisoletu Improvement District branding logo

For the branding to be efficient the manual must include a Corporate **Colour System** which consists of the primary colour and secondary colour system. The draft Ilisoletu logo, in most extent, is characterised by red and black colours. This is similar to the primary colour system of the George Municipality. Consideration should be given to making the colour pallet compatible with the George Municipality corporate identity. The branding must illustrate how the Ilisoletu logo will be used with the George Logo and other logos (such as GoGeorge).

	MUNICIPALITY Red	MUNICIPALITY Green	BLACK	WHITE
PANTONE	1797	7731	BLACK	WHITE
CMYK	C 2 M 97 Y 85 K 7	C 79 M 0 Y 89 K 22	C 0 M 0 Y 0 K 100	C 0 M 0 Y 0 K 0
RGB	R 217 G 39 B 50	R 5 G 147 B 74	R 35 G 31 B 32	R 255 G 225 B 225
#	#92b32	#5994a	#31f29	#ffff
PAL	2002 Graftrack 331	6017 Graftrack 228	9005 Graftrack 221	

The manual will be required to address Corporate **Typography** that will be related to advertisements, reports, newsletters, letter heads, business cards and other marketing collateral (including banners, flags, etc.). The typography should address corporate fonts including both the primary font and secondary fonts. The font should be easy to read (universally read in Microsoft) on all forms of communication and should be encompassed in the font hierarchy.

The branding manual should include a report **format** consisting of a grid system. The grid system needs to address the placement of information in reports and advertisements. This system should include page margins, column placements and most importantly logo placements. Creation of a template of different forms of communication in Word format is required.

To make effective visual representations the visual language of all forms of communication must be designed. **Images and their placement** will play a vital role in providing a comprehensive illustration of the projects and development of the Ilisoletu Improvement District. Placements of images and use of collages for increased visual branding must be included in the manual to avoid causing confusion for investors and the community.

Lastly the branding manual should include **templates** for different forms of communications and representation. A layout for PowerPoint (Standard and TEAMS) presentations, reports, newsletters, advertisements and information sheets (flyers, booklets) should be created. These layouts should include the logo, colours, font, grids and image placements as discussed above. A standard template for each will be required.

The Brand Manual must be approved by the Communications Department of the Municipality, prior to the final deliverables. The design and palette of the Go-George bus shelters to be considered in the branding of shelters in the Ilisoletu Node. The Public Transport Section to approve these elements of the Branding Manual.

The project will include one presentation to Council and one presentation to Ward Councillors and Ward Committees and the final product to reflect input received.

The proposed use of the branding elements must be consistent with the George Municipality's Outdoor Advertising Management and Control Bylaw.

The proposal must reflect the cultural vibrancy of the area and special attention must be given to the context of the development project.

### 3.3 Design Schedule for Street Furniture and Urban Acupuncture

Ilisoletu is positioned as an integrated development that promotes cohesion and unity between the community and the built urban environment. To successfully achieve this integration a synergy between public places and development must be established. This synergy can be created by having a **specific design schedule** that relates to street furniture and other forms of urban acupuncture.

The use of elements in the current supply chain management system must be considered to facilitate procurement processes. For this project a standard design for branding separate elements must be established and approved by the Municipality. The different elements' colour and design must be in line with the branding manual included in point 3.2 above. The design of elements should be realistic and implementable as this will increase the number of elements that can be placed within the Ilisoletu Improvement District.

Should a deviation or an addition to the design elements previously approved by the Municipality be proposed, the materials for the different elements should be easily accessible within the George Municipality to reduce the possibility of a shortage of materials or excessive costs. Consideration to be given to ensure materials are not easily vandalised. Elements that require design, linked to branding are listed below:

- a) Street lights.
- b) WIFI poles.
- c) Benches.
- d) Planter boxes.
- e) Tables.
- f) Trash bins.
- g) Different trading stalls.
- h) Advertising signs.
- i) Camera poles (CCTV).
- j) Bus shelters and related infrastructure (In conjunction with GoGeorge).
- k) Bicycle racks.
- l) Railings.
- m) Way finding signage.
- n) Others to be identified, if required.

The following are representations of possible designs for elements that will be included in the Ilisoletu Improvement District:



(Extract: Ilisoletu Investment Framework: Area Management Strategy: Figure 19: Street furniture advertisement)



Figure 5: Proposed Design of Elements for Ilisoletu Precinct

### 3.4 Costing of design interventions

The design elements, with the appropriate branding to be costed. Quotes to be attached and cost components (materials, design, implementation, etc) to be included in a cost schedule. All costs, including transportation and installation to be included.

### 3.5 Guide for shared architectural design features

In order to create visual synergies between the Ilisoletu projects it is proposed that branding or design elements be shared between the various projects. Furthermore, signage must identify projects and spaces which form part of the responsibility of the Ilisoletu Improvement District and related Management Structure (long term).

The project appointment to include a section explaining how the brand must be reflected on site, within various projects.

Also see Par 6 relating to required project deliverables.

## 4. INTENTION OF APPOINTING A SERVICE PROVIDER

The intention of appointing a service provider is to create a design guide, including a branding manual and an urban acupuncture design schedule for the Ilisoletu Node. The service provider will be responsible for the delivery of products required to reach the project intent also for consultation with relevant authorities.

## 5. PROFESSIONAL TEAM

- 5.1 The service provider (responsible company), expected to perform the said work, must be a registered company in the field of branding and graphic design **and/or architecture or related urban design**. They must have experience in the development of design guidelines and branding manuals, and/or applying such branding in physical projects on precinct/area level. Previous working experience with Municipalities will be an added advantage. Proof of these must be provided in the quotation. The inclusion of an architect/urban designer/branding specialist in the tender team of the services provider will be acceptable if such services is not available within the service provider's company.
- 5.2 The lead (responsible person) of the service provider must have at least 7 years' experience in urban design, architecture or designing branding manuals. The relevant person's CV must be included, and the Evaluation Schedule (attached) must be completed. Note that the project team must be specified in the submission (Paragraph 9) and must include sufficient competency to complete all project deliverables.
- 5.3 The required specialists (See Par 5.1) may be part of the same company or independent professionals to form a joint venture or enter into a cooperation/contracting agreement amongst themselves.
- 5.4 Final responsibility with respect to contracting of sub-consultants/professionals, program- and budget management and over-all quality control lies with the project lead /service provider.

## 6. PROJECT DELIVERABLES AND TIME FRAMES

Briefing meeting with appointed service provider, Inception, regular progress meetings to ensure alignment.

The following are the project outputs:

<b>DELIVERABLE</b>	<b>TIMEFRAME</b> <b>From July 2024</b>	<b>EXPECTED COMPLETION</b>
Tender closed		30 August 2024
Briefing session (Inception meeting) and final Work Plan	Month 1 (2 weeks)	September 2024
Draft Branding Manual and Design Schedule (including consultation with relevant Municipal Departments** and issuing of a second draft incorporating such comments)	Months 2 and 3	November 2024
Draft Guide on architectural design features (including consultation with relevant Municipal Departments**, and two existing investors, and issuing of a second draft incorporating such comments)	Months 3 and 4	December 2024
Two presentations/ workshops	Month 4	December 2024
Costing of design elements with branding	Month 4	December 2024
Finalization of documents and electronic formats and Close-out Report	Month 5	Completed January 2025
Bi-weekly progress meetings		

Table 1: Deliverables and Expected timeframe

\*\* Human Settlements Planning and Development Department, Communications Department, Go-George, Supply Chain Management and other.

Notes relating to project deliverables:

- i. The service provider is to produce a **detailed and clear** manual (electronic and two printed copies) and related schedules (design elements and costs) in a format to be shared with investors and developers active within the Ilisoletu Precinct.
- ii. An **electronic copy** of each deliverable and supporting documentation (per deliverable/milestone) must be submitted and compatibility (usability) confirmed with the receiving Municipal Department.
- iii. Format must allow for printing deliverables in a 'booklet' format for distribution to individual project implementing parties.
- iv. The **invoicing schedule** to be linked to project deliverables and an updated schedule to be attached to each submitted invoice, with a copy of the relevant deliverable (all submitted electronically).
- v. **Designs** to be submitted to the municipality in electronic format, compatible with the municipal format. (See **Annexure A**).
- vi. Monthly **progress reports** required, to be submitted with claims, before the 25<sup>th</sup> of each month.
- vii. At least bi-weekly **progress meetings** required (can be via Teams). At least one on site meeting required.
- viii. At least one presentation of final draft deliverable required to Interested Parties (to be identified by the Municipality)
- ix. All information produced will become property of the Municipality.

## 7. CONTRACTING PERIOD

It is anticipated that the duration of this project will be **five (5) months from date of appointment** and will include Final Close Out Reports and data to be submitted. .

Service providers will be required to submit a **basic Work Plan** as part of the tender proposal to illustrate an understanding of the Scope of the Work to show which steps will be completed in the allocated months/timeframe. The Work Plan must include roles and responsibilities, outputs and milestones as well as clear timeframes. The workplan must show concurrent process to ensure that deliverables are completed within the contracting period.

## 8. COST SCHEDULE

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

- i. Brand Specialist
- ii. Architect and/or Urban Designer

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

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

For evaluation purposes **Table 2** to be completed.

NO	DELIVERABLE COMPONENTS	RESOURCE (See Par. 6) INVOLVED IN COMPONENT	TOTAL COST PER DELIVERABLE (EXCLUDING VAT)
1.	Inception Report/Work Plan		
2.	Draft Branding Manual and Design Schedule (including logo and design element options, consultation with relevant Municipal Departments** and issuing of a second draft incorporating such comments)		
3.	Draft Guide on architectural design features (including consultation with relevant Municipal Departments**, and two existing investors, and issuing of a second draft incorporating such comments)		
4.	Costing of design elements with branding		
5.	Presentation of final draft. Finalization of documents and electronic formats and Close-out Report		
	<b>TOTAL FEES</b>		<b>R</b>
	<b>VAT @ 15%</b>		<b>R</b>
	<b>GRAND TOTAL</b>		<b>R</b>

Table 2: Project costs

## Notes:

- i. Supporting documentation will be required to validate claims. An updated payment schedule, referring to the payment milestones, shall be submitted by the service provider with each claim.
- ii. The total fee per deliverable will be reflected in the appointment and release of fees will be done in accordance with the cost schedule to be submitted in the Inception stage (First two weeks after appointment/workplan). Again, payment stages to be linked to deliverables and fees related to such deliverables.

## 9. SUBMISSION REQUIREMENTS

- 9.1 The bid form, the form and schedule including completed annexures required in this Terms of Reference, **Annexures B to F** must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink/electronically.
- 9.2 In addition to the tender documentation required as detailed in this tender, the following documents must be included in submission from the bidder in order for bids to qualify for functional evaluation:

ITEM	DESCRIPTION
1. COVERING LETTER	<ul style="list-style-type: none"> <li>Name and contact details of bidder (main contracting party).</li> <li>Tender team and roles.</li> <li>Confirmation of submission of documents required in terms of this bid.</li> <li>Any special conditions (if any).</li> </ul>
2. ACCEPTANCE OF TERMS OF REFERENCE	<ul style="list-style-type: none"> <li>Copy of this Terms of Reference, with each page initialed and Table 2 completed.</li> </ul>
3. PRE-QUALIFICATION AND FUNCTIONALITY REQUIREMENTS	<ul style="list-style-type: none"> <li>Confirmation of compliance with Pre-Qualification Criteria (See <b>Annexure B</b> to be completed), with supporting documents attached.</li> <li>Schedules (excel spread sheet) attached as <b>Annexure C &amp; D</b> to be completed by the bidder and referenced to bid proposal to illustrate level of compliance with functionality criteria and scoring- to be submitted with the bid.</li> <li><b>Annexures B to F</b> included in one excel-spreadsheet, Evaluation Schedule, for completion.</li> </ul>
4. TECHNICAL PROPOSAL	<ul style="list-style-type: none"> <li>The technical proposal, to a maximum of three pages will include an acceptance/interpretation of the terms of reference to show an understanding of the project and the required steps (work plan) and deliverables, with supporting documents references as attached.</li> <li>Schedules (excel spread sheet) attached as <b>Annexure E</b> to be completed and submitted with the bid.</li> <li><b>Annexures B to F</b> included in one excel-spreadsheet, Evaluation Schedule, for completion.</li> </ul>

ITEM	DESCRIPTION
5. COST SCHEDULE	<ul style="list-style-type: none"> <li>• <b>Annexure F</b> to be completed - to contain a breakdown of cost per deliverable.</li> <li>• Table 2 to be completed.</li> <li>• <b>Annexures B to F</b> included in one excel-spreadsheet, Evaluation Schedule, for completion.</li> </ul>
6. TIME SCHEDULE	<ul style="list-style-type: none"> <li>• Draft Work Plan and Expected Delivery Date/s per deliverable (See part of <b>Annexure E</b>). Note requirement to submit a Technical Proposal (three pages to show project understanding and work plan).</li> <li>• <b>Annexures B to F</b> included in one excel-spreadsheet, Evaluation Schedule, for completion.</li> </ul>
7. OTHER TENDER REQUIREMENTS	<ul style="list-style-type: none"> <li>• Any other requirements set out in the invitation to tender to be met.</li> </ul>

Table 3: Functionality: Submission Requirements

#### 10. BIDDER SPECIFICATION: PRE\_REQUISITE TO EVALUATION OF BID (Quotations)

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

10.1.1 The service provider (company) must be a registered company. The company registration number to be supplied and the field of expertise to be confirmed. A company CV to be attached. (See **Annexure B**) Bidders may be:

- (a) an architectural or urban design company and contract in the branding elements; or
- (b) a company offering branding services, with contracted architectural and design architectural input; or
- (c) A company offering both branding and design services.

10.1.2 Should services be contracted in, the relationship between the bidding company and the sub-contractor must be stated (**Annexure B** to be completed).

10.2 The service provider may offer the services (See Scope of Works) in-house i.e. within the lead company/service provider or contracted in. Contractual arrangements / appointments will be the responsibility of the service provider.

10.3 The name of the person responsible for the project, within the contracting company, to be specified. This person to take responsibility for the delivery of the project and must be in a managing position and have seven years' experience in the relevant field.

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

10.5 The general procurement conditions of George Municipality apply.

10.6 The service provider to confirm technical design capability by completing the relevant section in Annexure B.



10.7 **Failure to comply with the conditions stated in Par. 10 will disqualify the tenderer at the onset and no further consideration will be given in the functional evaluation stage.**

10.8 **Annexures B** of the attached Functionality Evaluation Schedule to be completed to illustrate compliance with the Pre-qualification requirements to enable the service provider to proceed to Functional Evaluation. (form available electronically from Henko Lourens: [hlourens@george.gov.za](mailto:hlourens@george.gov.za)).

## 11. BIDDING CRITERIA

11.1 A Competitive Bidding Procurement Procedure will be followed.

11.2 Pre-qualification requirements apply. See Par.10.1 to 10.6.

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

Functionality, Financial and Preference

11.3.1 Part 1: Functionality:

Experience, Understanding, Approach and Innovation (See Par 12).

11.3.2 Part 2(1): Financial: Price (See Par 13)

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

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

80/20 B-BBEE and Specific Goals points scoring system.

## 12. FUNCTIONALITY CRITERIA

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

12.2 **Bidders that score less than at total of 135 points out of 180 points (75%) for functionality criteria will be regarded as non-responsive** and will not be evaluated on price and B-BBEE and will thus not be considered for appointment. Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated.

12.3 Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and the bid evaluation team will not award any points for late submission and/or lack of response.

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

Criteria		Maximum Score	
<b>A</b>	<b>Experience of the Service Provider</b>		<b>120</b>
A(a)	Experience of the bidder in compiling branding manuals	80	
A(b)	Application of branding design to urban acupuncture elements and architectural design elements	40	
<b>B</b>	<b>Capacity of the Service Provider</b>		<b>20</b>
B(a)	To illustrate that the team (Persons/service provider) technical and administrative capacity is sufficient to complete the project within the allocated timeframe	10	
B(b)	The service provider to illustrate which design packages will be used to produce the designs, design manual,	10	

	design elements, at no additional cost to the Municipality		
<b>C</b>	<b>Project Understanding and Methodology</b>		<b>40</b>
C(a)	Service provider to illustrate an understanding of the project intent (Scope)	20	
C(b)	Service provider to illustrate an understanding of the project process/ approach to the project and the timelines attached	20	
	<b>Total</b>		<b>180</b>

#### 12.4.1 CRITERION A: RELEVANT EXPERIENCE OF THE BIDDER

- 12.4.1(a) A maximum of 120 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Bidder's and its legacy firm's experience and including the experience of the service provider's team - to be specified in the tender submission. Meaning that this section takes into consideration that the bidder/service provider, as a contracting entity, and their contracted team, has gained relevant experience in the past and showcase that the bidder is in the business of said Scope of Works.
- 12.4.1(b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the George Municipality and which equates to the capability of the bidder to complete the project as defined in this Terms of Reference.
- 12.4.1(c) In order to claim points for the above, bidders must complete and submit **Annexure B** (see attached Functionality Scoring Schedule (the Schedule)), with required proof, illustrating that the service provider (relevant professional and/or relevant personnel/ and or relevant contracted persons) has the experience required to complete the project, as defined in the Scope of Works (Par. 3). Specific reference to experience in completing similar projects required. The onus is on the bidder to illustrate compliance with the intent of the criteria, with the information completed in **Annexure C**. The experience in completing projects will be evaluated in terms of the examples (and supporting evidence) listed by the bidder in the completed Annexure C.
- 12.4.1(d) **Scoring of Criterion A (Experience)** will be structured in two parts, Criterion A(a) and Criterion A(b) as described in **Annexure C** of the attached Schedule. Information required, scoring method and weights per criterion are also noted in said Annexure (See attached Functional Evaluation Schedule).

#### 12.4.2 CRITERION B: CAPACITY OF THE BIDDER

- 12.4.2(a) Annexure D to be completed and submitted with the indicated (required) information.
- 12.4.2(b) **Scoring of Criterion B (Capacity of the Service Provider)** will be structured in two parts, Criterion B(a) and Criterion B(b) as described in **Annexure D** of the attached Schedule. Information required, scoring method and maximum points per criterion are also noted in said Annexure (See attached Schedule). Criterion B provides maximum points score of 20 points. The bidder's inputs will be scored relative to submissions by other qualifying bidders.
- 12.4.2(c) The Criterion B submission is to gauge the bidder's administrative (personnel and infrastructure) capacity to enable the completion of the project to specification and on time.

### 12.4.3 CRITERION C: PROJECT UNDERSTANDING AND METHODOLOGY

- 12.4.3(a) Annexure E to be completed and submitted with the indicated (required) information.
- 12.4.3(b) **Scoring of Criterion B (Project Understanding and Methodology)** will be structured in two parts, Criterion C(a) and Criterion C(b) as described in **Annexure E** of the attached Schedule. Information required, scoring method and maximum points per criterion are also noted in said Annexure (See attached Schedule). Criterion C provides maximum points score of 40 points. The bidder's inputs will be scored relative to submissions by other qualifying bidders.
- 12.4.3(c) The Criterion C submission is to gauge the bidder's understanding of the project, given the limited information availability, at this stage. This submission is not construed as the final process/workplan, which will be submitted in the Inception Phase (first two weeks after appointment) but must illustrate the general approach and methodology to which the bidder may be bound.

## 13. FINANCIAL AND PREFERENCE RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID

- 13.1 **Annexure F** (included in attached Schedule) to be completed.
- 13.2 A bidding process will be followed for those tenders that qualify as per Par 10.
- 13.1.1 Functionality Scoring
- 13.1.2 Price and Preference Points (B-BBEE & Locality Scoring).
- 13.2 All qualifying bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

CRITERIA	POINTS
PRICE	80
B-BBEE & LOCALITY	20
<b>TOTAL</b>	<b>100</b>

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

**The schedule included as Annexures B to E of this Terms of Reference must be completed by the bidder and included in the submission pack (See attached Scoring Schedule).**

## 14. SPECIAL CONDITIONS OF CONTRACT

- 14.1 The contract will be for the **period of 5 months** (See Par.7), starting at the date of confirmation of successful bidders, but may be extended, subject to 15.2.
- 14.2 The final handover of deliverables must be completed by 31 January 2025 and the project plan must be structured accordingly to ensure that all deliverables are received and usable by the Municipality, by then.
- 14.3 The Municipality reserves the right to appoint any other service provider to complete projects/inputs related to the project and project site, in which case the service provider must include such team/specialist in the consultative meetings. I.e., the Municipality is not bound by the service provider team, as appointed in terms of this

tender, should specialist services be required not provided for in this tender document and/or specific skills be sought.

14.4 Prices should be valid for 90 days, with escalation only if indicated and include VAT, travelling, subsistence and any other administrative charges to a maximum of 10% of the fee - % offered to be indicated in **Annexure E** of the attached Schedule.

14.5 The George Municipality reserves the right to downward adjust the scope of work / quantity required to stay within its budgetary constraints.

14.6 Invoices from the service provider will be approved by the responsible official of the Municipality, once proof is received, i.e. the deliverable is handed over to the Municipality in the required, usable format, prior to processing the invoice for payment.

## 15. GENERAL

15.1 Bid documents and forms can be downloaded from the municipal website.

15.2 Supply Chain enquiries can be addressed to: Adri van der Merwe

15.3 Enquiries relating to the Terms of reference can be directed to:

<b>Project Leader</b>	Lynette Groenewald / Henko Lourens		
<b>Directorate</b>	Human Settlements, Planning and Development	<b>Bid no</b>	DPD026/2024
<b>E-mail</b>	<a href="mailto:lgroenewald@george.gov.za">lgroenewald@george.gov.za</a>	<b>Cellular no</b>	082 653 3900
<b>Telephone</b>	044 801 9436	<b>Fax no</b>	0864571361

## 16. ATTACHMENTS TO THE TERMS OF REFERENCE

1 Page document	ANNEXURE A	DATA FORMAT REQUIREMENTS
Evaluation Schedule (One Excel spreadsheet)	ANNEXURE B	PRE-QUALIFICATION SCORING
	ANNEXURE C	FUNCTIONALITY SCORING
	ANNEXURE D	
	ANNEXURE E	
	ANNEXURE F	FINANCIAL PROPOSAL

## **Annexure “A”**

### **Format Requirements for Branding Manual Tender**

#### **1. Templates**

All information must be universally accessible in Microsoft Programs this includes with Microsoft Word, PowerPoint and Excel. Templates include reports, advertisements, newsletters, business cards and marketing collateral.

#### **2. Logo and Images**

All images and logos should be in PDF (Portable Document Format) png, jpeg and SVG (Scalable Vector Graphics) format.

PAST EXPERIENCE

This schedule is compulsory to complete!

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

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

Date

Signature of Tenderer

## THE TENDER OFFER

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

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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



## ACCEPTANCE

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

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

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

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

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

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

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

MBD 1

**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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
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.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</b>		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

**DECLARATION OF INTEREST**

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

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

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

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

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

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

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

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

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

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

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

##### 4.1.2 Points awarded for Specific Goals

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

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

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

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

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

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

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

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

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

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

## **5. BID DECLARATION**

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

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

5.1. <b>Contribution to BBBEE: ..... = .....(maximum of 5 or 10 points)</b>
---

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant**

**proof of B-BBEE status level of contributor.)**

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

5.4. Company registration number: .....

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

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

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

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

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

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

### CERTIFICATION

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

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

**FORM IS TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**MBD 9**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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

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

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

## MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

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

**Tender Number:** DPD026/2024

**Name of the Bidder:** \_\_\_\_\_

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

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

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

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

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

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

\_\_\_\_\_  
Signature

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2024

**PLEASE NOTE:**

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

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

## **GEORGE MUNICIPALITY PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

1. **Definitions:**

1. The following terms shall be interpreted as indicated:

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

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

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

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

6. Patent rights:

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

7. Performance security:

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

8. Inspections, tests and analyses:



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

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

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

15. Warranty:

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

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

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

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

22. Penalties:

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

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
  - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

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

35. Prohibition of restrictive practices:

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