

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: GMT033/24-25

**TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE AD
HOC HIRE OF LDV'S AND TRAILERS, AS AND WHEN REQUIRED, FROM
DATE OF APPOINTMENT UNTIL 30 JUNE 2027**

ENQUIRIES: MR. MICHAEL LEE
YORK STREET
GEORGE
044 801 6300

ISSUED BY:
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

**TOTAL RATES (ALL APPLICABLE
TAXES INCLUDED)**

VARIOUS RATES

PREFERENCES CLAIMED FOR:

| | | |
|---|--------------|----------------------|
| B-BBEE Status Level of Contributor and Point Claimed: | Level: _____ | Point Claimed: _____ |
|---|--------------|----------------------|

| | | |
|------------------------------------|-----------------|----------------------|
| Locality Status and Point Claimed: | Locality: _____ | Point Claimed: _____ |
|------------------------------------|-----------------|----------------------|

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

TENDER CLOSES AT 12H00 ON MONDAY, 25 AUGUST 2025

INDEX

| DESCRIPTION | PAGE NUMBERS |
|---|-----------------|
| Tenderer Contact Details | 3 |
| Advertisement | 4 |
| Invitation to Bid | 5 |
| Details of Tenderer | 6 |
| Details of Tendering Entity's Bank | 7 |
| Resolution taken by the Board of Directors / Members / Partners | 8 |
| Resolution taken by the Board of Directors of a Consortium or Joint Venture | 9 – 10 |
| Joint Venture Information / Agreement | 11 |
| Schedule of Proposed Sub-Contractors | 12 |
| Tender Specifications | 13 – 25 |
| Pricing Schedule | 26 – 32 |
| Past Experience | 33 |
| The Tender Offer and Acceptance | 34 – 36 |
| MBD1 – Tax Compliance Information | 37 – 38 |
| MBD4 – Declaration of Interest | 39 – 42 |
| MBD6.1 – Preference Points Claim form | 43 – 49 |
| MBD8 – Declaration of Bidder's Past Supply Chain Management Practices | 50 – 51 |
| MBD9 – Certificate of Independent Bid Determination | 52 – 54 |
| Certificate for Municipal Services | 55 |
| General Conditions of Contract | 56 – 67 |

BIDDER CONTACT DETAILS

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

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

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

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT

TENDER NUMBER / NOMMER:

Tenders are hereby invited for the **Appointment of a Service Provider for the Ad Hoc Hire of LDV's and Trailers, as and when required, from date of appointment until 30 June 2027.**

Tenders word hiermee ingewag vir die **Aanstelling van 'n Diensverskaffer vir die Ad Hoc Huur van LDV's en Sleepwaens, soos en wanneer benodig, vanaf die datum van aanstelling tot 30 Junie 2027.**

Completed tenders in a sealed envelope, clearly marked:

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

Tender No. GMT033/24-25 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Monday, 25 August 2025**. 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 Nr. GMT033/24-25 moet voor **Maandag, 25 Augustus 2025** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, 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 documents are available at a non-refundable deposit of R297.85 each from the Supply Chain Management Unit, First Floor, Civic Centre, 71 York Street, George.

Tender dokumente is verkrygbaar teen 'n R297.85 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die Eerste Vloer, Burgersentrum, Yorkstraat 71, George.

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

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

Tenders will be evaluated and awarded 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.

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.

For more information, contact Mr. Michael Lee at (044) 801 6300 / miclee@george.gov.za.

Vir verdere inligting, kontak Mnr. Michael Lee by (044) 801 6300 / miclee@george.gov.za.

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

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

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

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

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

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

MR. G LOUW
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

MNR. G LOUW
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE AD HOC HIRE OF LDV'S AND TRAILERS, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

BID NUMBER: GMT033/24-25

CLOSING DATE: 25 August 2025

CLOSING TIME: 12:00

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

Supply Chain Management Unit
The Civic Centre (1st Floor)
York Street
GEORGE

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

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

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

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

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

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

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 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 Person Signing the Tender: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |
| Contact Details of the Senior Manager Responsible for Overseeing Contract Performance: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |
| Contact Details of Person Responsible for Accounts / Invoices: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |

DETAILS OF TENDERING ENTITY'S BANK

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

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

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER:

GMT033/24-25 – APPOINTMENT OF A SERVICE PROVIDER FOR THE AD HOC HIRE OF LDV'S AND TRAILERS, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

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 | | | |

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:

**GMT033/24-25 – APPOINTMENT OF A SERVICE PROVIDER FOR THE AD
HOC HIRE OF LDV'S AND TRAILERS, AS AND WHEN REQUIRED, FROM
DATE OF APPOINTMENT UNTIL 30 JUNE 2027**

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

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

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

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

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

(Physical Address)

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

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

1. VEHICLE AND EQUIPMENT CATEGORIES

The items of plant and equipment required for hire in terms of this Contract have been divided into categories. These categories are listed hereunder. Attention must be paid to filling in the CORRECT form for EACH ITEM offered separately.

CATEGORY A

SELF PROPELLED VEHICLES - KILOMETRE RATED

| CATEGORY NUMBER | DESCRIPTION | FORM TO BE COMPLETED |
|------------------------|------------------------------------|-----------------------------|
| A1 | 1400cc & 1600cc SEDANS | Form A1 |
| A2 | SPECIALISED VEHICLES | Form A2 |
| A3 | ½ T to 1 T LIGHT DELIVERY VEHICLES | Form A3 |

CATEGORY B

TRAILERS

| CATEGORY NUMBER | DESCRIPTION | FORM TO BE COMPLETED |
|------------------------|---------------------------|-----------------------------|
| B | TRAILERS OF VARIOUS SIZES | Form B |

HIRE CHARGES

General

The hire charges shall be based on the following: -

a) Category A - a daily, weekly or monthly charge inclusive of 3000 free kilometres per month in conjunction with a charge per kilometre for kilometres travelled over the 3000 free per month and the cost to refill the vehicle's fuel tank in the event of it having been full on delivery and not having been refilled before return.

b) Category B - daily, weekly or monthly rates only.

Working Time (Category A)

Daily, weekly or monthly charges shall be paid for the specified vehicle together with the kilometre rate, if applicable, irrespective of the hours worked / used. It shall exclude fuel. This shall also be applicable should only a kilometre rate be offered by a Contractor for vehicles in this category. No daily, weekly or monthly charge shall then be payable.

Daily, Weekly or Monthly Charge (Category B)

Daily, weekly or monthly charges shall be paid for the specified vehicle irrespective of the hours worked / used.

OPERATORS

The items in Category A and B will be provided without operators / drivers.

PAYMENT

Kilometre Rated Items (Category A)

Payment shall be made at the rate offered (per km). For all kilometres covered as indicated by the difference in the odometer reading immediately before and after the rental period however only kilometres travelled over the 3000 free threshold will be paid.

Where a daily, weekly or monthly rate is also applicable, it will be paid for full periods indicated.

Proportional payment will be made for incomplete periods in the case of weekly or monthly rates where calendar days will be used for the proportional calculation. The free kilometre per day will be 100km per day.

2. TECHNICAL SPECIFICATION

The items to be hired under the various categories are to comply with the following requirements:

2.1 Category A1: 1400 to 1600cc Sedans

Preference will be given to diesel powered vehicles with either a 5-speed manual gearbox or a 4-speed automatic gearbox with capacity to seat 5 people comfortably. The vehicles offered must have adequate leg-room in the back and boot capacity.

2.2 Category A2: Specialised Vehicles

These items will only be hired on an Ad-Hoc basis.

The SUV should have a minimum ground clearance of 275mm. The rear and side windows should be tinted, and the vehicle must have a 6-speed automatic gearbox and an approximate seating capacity for 7 adults. Preference will be given to diesel powered vehicles with an output more than 120kW.

The 14-seater diesel minibus should have a 5-speed manual gearbox with an output more than 72kW.

The 1.3Ton diesel LDV people carrier should have a 5-speed gearbox with an output more than 60kW @ 4000rpm. The canopy must have a full-door and step must be provided on the rear bumper for passengers to embark. Wooden benches must be fitted on either side for seating.

2.3 Category A3: ½ - 1 Ton Light Delivery Vehicles (LDV's)

Preference will be given to diesel powered vehicles with an output more than 60kW for ½ Ton (or under 1 ton) and 90kW for 1Ton (or above) vehicles.

The Contractor may in some instances be required to provide canopies and roof racks suitable for 12 m extension ladders and tow bars at their own cost. Vehicles so fitted must be indicated in Form B2.

Roadworthiness and licensing of vehicles shall be the responsibility of the Contractor.

Vehicles must be fitted with locking fuel caps and must have effective demisters, windscreen wipers and rear-view mirrors for good all-round visibility in cold and wet weather.

Comprehensive accident insurance shall be provided for by the Employer.

2.4 Category B: Trailers

The trailers will be hired as and when required. All tyres shall have the correct tread, and all electrical connections must be in good working order.

3. SCHEDULE OF VEHICLES AND EQUIPMENT OFFERED

Contractors are required to complete the following giving the registration number or serial number (or both) of each item offered for hire. More than one item in the same category may be entered on the following line. The primary purpose of this document is to provide a means of checking that none of the forms submitted with this document, giving details of items offered for hire, have been mislaid.

In addition to the above the contractor's capacity to meet expected demand is considered. To be able to be considered Service providers need to show capacity to be able to supply a minimum of 5 vehicles per month.

3.1 CATEGORY A

| NO | CATEGORY NO | REGISTRATION NO | AGE | DESCRIPTION |
|----|-------------|-----------------|-----|-------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

3.2 CATEGORY B

| NO | CATEGORY NO | REGISTRATION NO | AGE | DESCRIPTION |
|----|-------------|-----------------|-----|-------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

| | | | | |
|----|--|--|--|--|
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

4. SPECIAL CONDITIONS OF CONTRACT

4.1 DEFINITIONS

a) The term “Contractor” shall mean the Person, Partnership, Closed Corporation, Firm or Company whose tender has been accepted by or on behalf of the Employer and includes the Contractor’s heirs, executors, administrators, successors, representatives, trustees, judicial managers or liquidators but not - except with the written consent of the Employer - any assignee of the Contractor. The term contractor can also be used interchangeably with “Service Provider”

b) The term “Employer” shall mean the City Council of George and shall include his duly authorised representative and his successors.

c) The term “Employer’s Representative” shall mean any person appointed by the Employer under whose direction the vehicles and equipment hired under this Contract shall work.

d) The term “Works” shall mean the work to be executed by the vehicles and equipment to be hired under this Contract.

e) The term “Site” shall mean the lands and other places on, under, in or through which the Works are to be executed or carried out.

f) The term “Contract Document” shall mean the entire contents of this document and the relevant forms.

g) Words importing the singular only, also include the plural and vice versa where the context requires.

h) The term “days” shall mean calendar days.

i) The term “week” shall mean seven calendar days, Monday to Sunday.

j) The term “month” means the days of the month be it 30 or 31 days for that month.

k) The term “operator” shall mean a properly trained operator or driver.

l) The term “vehicles and equipment” shall mean all the items detailed in Section 3 - Specifications of Items to be Hired which is contained in this document.

4.2 WORKING PERIOD

4.2.1 A normal working day shall comprise of 8 working hours, unless otherwise agreed to by the Employer’s Representative.

4.2.2 It is recognised, however, that on certain projects, hours more than the normal working day will be required and in such cases the Contractor will be advised accordingly.

4.2.3 Vehicles, plant and equipment working outside the normal working period of 8 hours per day for hourly rated items, will be paid at the normal contract rates quoted for weekdays. There shall be no afterhours payment for daily rated items.

4.2.4 Plant and equipment working on Saturdays, Sundays, Public Holidays and stand-by duties will be paid at the rates quoted for weekdays multiplied by 1.5. This will only apply to instances where the Contractor supplies an operator with the plant or equipment hired.

4.2.5 The Employer’s representative must check and sign machine hours on arrival and departure.

4.3 CONDITION OF VEHICLES AND EQUIPMENT

4.3.1 It is required that all items offered shall, at the discretion of the employer, be deemed to be in good condition and of acceptable age, i.e. at the commencement of the contract - Vehicles and Machines shall not be older than the stipulation listed below:

- Minibuses and Luxury vehicles – 2 years.
- Light Delivery Vehicles & Sedans – 5 years.
- Trailers – 5 years.

4.3.2 The Employer reserves the right to:

- Call for history sheets and repair records of items older than 6 years.
- Inspect any vehicle or item of equipment offered.
- Allocate a fleet number and ID mark to vehicles and equipment accepted.

4.3.3 Vehicles and equipment in a poor state of repair and therefore subject to frequent breakdowns will not be considered.

4.3.4 Vehicles and Equipment accepted in good faith at the commencement of the contract but subsequently deemed to be in a poor condition and subject to frequent breakdowns will be cancelled from the Contract and not be considered for further rental. The cost to remove such an item from site will be for the Contractor's account.

4.4 VEHICLE TRACKING

The Employer will require the use of vehicle tracking equipment capable of accurately measuring functions critical to the calculation of kilometres travelled, fuel consumption, usage and payment for the item hired. The tracking equipment will be supplied and fitted by the Contractor. Payment in such instances will be made in accordance with the reading on the tracking equipment.

4.5 REPAIRS

Where the Employer supplies the operator and fuel – Dry Rate: The cost of normal maintenance shall be borne by Contractor and only damages caused directly by the negligence of the operator shall such damage be covered by the Employer. The damage must be proven by the Contractor to the Employer before the Employer accepts responsibility.

4.6 PROVISION OF FUEL

4.6.1 LDV and Light vehicles

Items offered in this category will be supplied without an operator.

Comprehensive Insurance Cover for these items must be covered by the Service Provider and be included in the tendered rates.

It is considered impractical for a Contractor to provide fuel for vehicles without an operator and therefore for these items the rates offered must be dry. The assumption is made that all Contractors will require "supplied with full tank, returned with full tank" conditions for vehicles in these categories.

4.6.2 Trailers

The hire of trailers will be on a daily, weekly and monthly basis. Fuel is not required for these items however the Contractor shall ensure that the items have been properly greased where necessary. Contractor shall provide comprehensive insurance for these items.

4.7 WORK AND SUPERVISION

The vehicles and equipment hired under this Contract are to work under the direction of the Employer's Representative. The Employer's Representative may delegate any one or more of his deputies any of his powers under the Contract and the Contractor shall recognise any persons so delegated to perform any such functions of the Employer's Representative.

4.8 PERIOD OF HIRE

The approximate period for which vehicles and equipment will be hired shall be mutually agreed upon between the Contractor and Employer at the time of the request. All Items in respect of LDV's and Light vehicles are to include Saturdays, Sundays and Public Holidays as part of the billing if vehicles have not been returned before the weekend and the Public Holidays.

Notwithstanding the above, no trailers may be hired for a continuous period exceeding 4 months at a time by the same end-user department. No hire charges will be paid upon the expiration of the 4-month period if the trailer is not collected by the service provider.

Notwithstanding the above, no bakkies or cars may be hired for a continuous period exceeding 6 months at a time by the same end-user department. No hire charges will be paid upon the expiration of the 6-month period if the trailer is not collected by the service provider.

4.9 TERMINATION OF HIRE

The vehicles and equipment will be hired by the Employer from the Contractor for the period specified, but either party may terminate the hire by giving one working day notice to the other. Such notice may be given by telephone to a responsible official of either party. An alternative period of notice may, by mutual consent, be agreed upon between the Contractor and the Employer.

4.10 MAINTENANCE

The daily maintenance and refuelling of vehicles and equipment shall not be carried out during normal working hours without the express authority of the Employer's Representative. If authority is granted, the item will be regarded as being unavailable during this period.

4.11 DAMAGE

The Employer shall not be held liable for any damage caused to plant and equipment whilst on the site, being operated or standing, or being transported to or from such site, unless such damage is as a direct result of any proven negligence on the part of any Municipal official, Employer or agent acting within the scope of this Contract.

The Employer shall not be held liable for injury to or the death of any employee of the Contractor, except when such injury has been caused directly by the proven negligence of any Municipal Official, Employer or agent acting within the scope of his/her employment.

In the event of death or injury to any of the Contractor's employees and/or damage caused to the contractor's plant and equipment arising from the contract hereby constituted, a Representative of the Employer shall cause an investigation to be instituted within 24 hours in every case so arising. The findings of such an investigation shall be communicated to the head office of the Employer and to the Contractor.

4.12 INDEMNITY BY CONTRACTORS

4.12.1 The Contractor on signing the Form of Tender shall be deemed to have indemnified and keep indemnified the Employer against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the hire of the item(s) and against all claims, demands, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.12.2 Where a third-party claim has been made against either the Employer or the Contractor or both consequent upon the death of or bodily injury to or illness of any person or loss, theft, missing or damage of any property arising out of or because of the hire of plant and equipment from the Contractor and/or the use of such Contractor's plant and equipment, then regardless of who was operating or in control of the plant or equipment at the time of the incident giving rise to the claim:

4.12.2.1 The Employer shall not be liable for any loss - of whatsoever nature - suffered by the Contractor as a result thereof; and

4.12.2.2 The Contractor, on signing the Form of Tender, shall be deemed to have indemnified the Employer and shall keep the Employer indemnified and hold it harmless against any loss, theft or damage in respect of all such claims, proceedings, damages, costs and expenses.

4.13 INSURANCE

Insurance of Vehicles and Trailers hired without Operators

In the case of transport vehicles hired for which the Employer provides the drivers, comprehensive accident insurance coverage must be provided for by the Service Provider and be included in tendered rates. Any excess payable must be provided as an annexure to the tender document and be agreed in the Service Level Agreement (SLA).

Contractors Failure to Insure

Where a Contractor fails to affect any of the required insurances or fails to keep any of them in force, then the Employer may affect and keep in force such insurances. Where the Employer effects or keeps in force such insurances consequent upon the Contractor's default, the Employer may recover from the Contractor any expenses or loss resulting there from and may set such expenses or loss off against any amount due by the Employer to the Contractor.

4.14 OUTPUT AND BREAKDOWNS

4.14.1 If any vehicle or trailers hired under this Contract proves to be incapable of producing a satisfactory output, or is subject to frequent breakdown, or is broken down for an extended period or has an average availability of less than 85% in any two-week period - the Employer's representative reserves the right to reject such item of plant as unsatisfactory at any time. The item so rejected shall be replaced, by the Contractor, with a similar item within three days. Failing which the Employer reserves the right to hire a machine from a different Contractor.

4.14.2 Where an item is rejected for a valid reason the cost of transporting the item and the replacement to and from the site, and any other resultant costs, shall be borne by the Contractor.

4.14.3 Any standing time whatsoever resulting from the rejection of any item of plant shall not be paid for.

4.14.4 The Contractor shall ensure that all items hired under this contract work to their maximum capacity throughout the Contract Period. If in the opinion of the Employer's Representative any item of plant has not worked to maximum capacity, he shall have the right to reduce the number of hours recorded as working time, for the period under consideration or the rate for items hired daily.

4.14.5 In the event of such an occurrence, the Contractor will be advised in writing as to the reason for the reduction. If no improvement in performance is evident the Contractor may be requested to remove the item from site without the prescribed one-day notice period being served.

4.15 MISCONDUCT OF CONTRACTOR'S PERSONNEL

If in the opinion of the Employer's Representative any person employed by the Contractor on the site misconducts him/herself or is incompetent or negligent in the performance of his duties, such representative may report such misconduct, incompetence, or negligence to the Contractor and require him to remove such person from the site.

The Contractor shall comply with such request immediately but may undertake an investigation into the allegations against such employee, who shall be entitled to be heard in his defence, and if such allegations are unfounded or frivolous, the Contractor shall have the right, to bring the evidence before the Employer's Representative who may then agree to allow the person back on site. The Contractor will not receive any compensation for any costs incurred by him for this investigation.

4.16 COMPLIANCE WITH THE ROAD TRAFFIC ACT

4.16.1 The items offered must comply in all respects with the requirements of the Road Traffic Act (Act 29 of 1989) as amended or display a Road Transport Quality System (R.T.Q.S.) disc when required.

4.16.2 In terms of the Road Traffic Act, vehicles operating on certain roads, require flashing amber light. The Contractor is required to supply and fit such a light, if requested to do so by the Employer's Representative, at no additional cost to the Employer.

4.17 SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the

Employer's Representative and the Contractor, arising out of the Contract, it shall be referred to and settled by the Employer's Representative who shall state his decision in writing and give notice of the same to the Employer and the Contractor.

If the Employer's Representative shall fail to give such decision for a period of one calendar month after being requested to do so in writing or if either the Employer or the Contractor be dissatisfied with any such decision of the Employer's Representative then and in any such case either the Employer or the Contractor may within one calendar month after receiving such notice or decision in writing require that the matter be referred for arbitration in South Africa to an arbiter assigned by the President of the Cape Law Society.

4.18 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof or any interest therein without the written consent of the Employer.

4.19 SUBMISSION OF ACCOUNTS

4.19.1 At the end of each month the Contractor shall, with the Employer, agree upon the hours worked before submitting accounts for plant and equipment hired and /or for any transportation charges incurred during that month.

4.19.2 Invoices submitted must clearly show calculations of amounts.

The following detail must also be shown on the invoice:

- i) Start odometer/hour meter reading, start time and date at the beginning of each shift.
- ii) Stop odometer/hour meter reading, stop time and date at the end of each shift;
- iii) Department for which services were rendered.
- iv) Signature of acceptance by Employer's Representative of that Department.
- v) Order number against which costs are to be debited (as provided by the Employers Representative iv above).
- vi) The approved charge rate of the vehicles and / or equipment hired.

Failing to comply with above will prevent payment of the invoice.

4.20 VARIATION OF PRICE / CHARGE RATES

4.20.1 Charge rates must remain fixed and firm for the period of the tender. No escalation shall be entertained.

Should any successful tenderer wish to alter any tendered rates during the period of this tender, the Employer reserves the right to:

- (i) Negotiate rates with alternate suppliers.

4.20.2 Contract Price Adjustment

Where rates are to be altered, the Contractor must notify the Employer within 90 (ninety) days before the time of such change in rental rates taking effect.

Written notice of alterations of charge rates must clearly state the date from which such changes are to take effect. Communicating the above information may be sent to:

Contracts Section: Supply Chain Management
Att: Mr. Hein Diemont
Directorate: Financial Services
P O Box 19
George

Or emailed to contracts@george.gov.za, but must be followed up by a telephone call (044 - 801 9139) to ensure that the mail is received.

Failure to comply with the above shall lead to only the rental rates accepted by the Employer at the time of rental being paid to the Contractor for services rendered up to the time of dispute if any.

4.21 HIRE PROCEDURE

4.21.1 All items of plant and equipment selected to be included under this Contract will be grouped, at the discretion of the Employer, per item, size, power rating, tendered rate, etc.

4.21.2 The procedure to be adopted when an item is to be hired will be as follows:

(i) A representative of the Employer, having selected the item and the size or power rating to be hired, will communicate with the successful Contractors who scored the highest procurement points.

(ii) In the event of this item not being available for hire, the Employer's Representative will communicate with the successful Contractors who scored the second highest procurement points.

(iii) This procedure will continue until an item is obtained.

4.21.3. No hire is permitted to take place unless the contractor has an official order number. Invoices submitted without order numbers will not be honoured.

4.22 HIRE OF TWO OR MORE ITEMS FOR THE SAME PROJECT

Where several items of plant are to be hired for a project or site the Employer reserves the right to obtain all the items from the Contractor which can supply all the required items at the lowest average price. Cognisance will be taken of the delivery price to and from site, where applicable.

SIGNATURE OF TENDERER:

DATE:

PRICING SCHEDULE

- All tendered rates are to be priced, if no charge for the item is offered a nil or zero must be captured in the space provided.
- The estimated quantities (20 vehicles) are only for evaluation purposes.
- Please note this is a rate-based tender, and all quantity of goods or services are dependent upon budget and municipal requirements.
- All tendered rates must include all applicable taxes.

CATEGORY A: FORM: A1

SELF PROPELLED VEHICLES KILOMETER RATED - WITHOUT OPERATOR AND FUEL

All tendered rates must include all applicable taxes.

| No | Category | Description | Hire/Day | Hire/Week 7Days | Hire/Month 30(1) Days | Rate/km |
|------------------------------|--|-------------|----------|--------------------|--------------------------|---------|
| 1 | 1400cc Diesel/Petrol Sedan or Hatchback Automatic / Manual Gearbox | | | | | |
| 2 | 1600cc Diesel/Petrol Sedan or Hatchback Automatic / Manual Gearbox | | | | | |
| Above Rates includes: | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |

| |
|---|
| 3 |
| 4 |
| 5 |

ANY ADDITIONAL RELEVANT INFORMATION OR COST, PLEASE DECLARE HERE:

Please note that no other cost will be paid if it is not listed below.

| |
|------------------------|
| Fine admin fee: |
| Contract fee: |
| Other: |

In terms of Tender No **GMT033/24-25**, which we fully understand and accept,
I/we offer the above item at the rates tendered, which include Value Added Tax.

| | |
|---------|-------|
| SIGNED: | DATE: |
|---------|-------|

| |
|---------------|
| COMPANY NAME: |
|---------------|

CATEGORY A: FORM: A2

SELF PROPELLED SPECIALISED VEHICLES KILOMETER RATED - WITHOUT OPERATOR AND FUEL

All tendered rates must include all applicable taxes.

| No | Category | Description | Hire/Day | Hire / Week 7Days | Hire/ Month 30(1) Days | Rate/ km |
|----|----------|-------------|----------|-------------------------|---------------------------------|-------------|
|----|----------|-------------|----------|-------------------------|---------------------------------|-------------|

| | | | | | | |
|------------------------------|--|--|--|--|--|--|
| 1 | 2.4 to 3.0l Diesel Luxury SUV Automatic Gearbox and with tinted back and side windows | | | | | |
| 2 | 14-Seater Diesel Minibus for passenger transport | | | | | |
| 3 | 1.3Ton LWB Diesel Minitruck with canopy and benches for passenger transport | | | | | |
| Above Rates includes: | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

**ANY ADDITIONAL RELEVANT INFORMATION OR COST, PLEASE
DECLARE HERE: -**

Please note that no other cost will be paid if it is not listed below.

Fine admin fee:

Contract fee:

Other:

In terms of Tender No **GMT033/24-25**, which we fully understand and accept, I/we offer the above item at the rates tendered, which include Value Added Tax.

SIGNED:

DATE:

COMPANY NAME:

CATEGORY A: FORM: A3

SELF PROPELLED VEHICLES KILOMETRE RATED - WITHOUT

OPERATOR AND FUEL

All tendered rates must include all applicable taxes.

| No | Category | Description | Hire/ Day | Hire/ Week 7Days | Hire/ Month 30(1) Days | Rate/ km |
|----|---|-------------|--------------|------------------------|---------------------------------|-------------|
| 1 | ½Ton Diesel/Petrol LDV with Canopy | | | | | |
| 2 | 1Ton Diesel/Petrol LDV with Ladder Rack (4X2) – Single Cab, Manual Gearbox | | | | | |

| | | | | | | |
|------------------------------|---|--|--|--|--|--|
| 3 | 1Ton Diesel/Petrol LDV with Ladder Rack (4X4) – Single Cab, Manual Gearbox | | | | | |
| 4 | 1Ton Diesel/Petrol LDV with Ladder Rack (4X4) – Double Cab, Manual Gearbox | | | | | |
| Above Rates includes: | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

ANY ADDITIONAL RELEVANT INFORMATION OR COST, PLEASE DECLARE HERE:

Please note that no other cost will be paid if it is not listed below.

Fine admin fee:

| |
|----------------------|
| Contract fee: |
| Other: |

In terms of Tender No **GMT033/24-25**, which we fully understand and accept, I/we offer the above item at the rates tendered, which include Value Added Tax.

| | |
|---------|-------|
| SIGNED: | DATE: |
|---------|-------|

| |
|---------------|
| COMPANY NAME: |
|---------------|

CATEGORY B FORM: B

HIRE OF VARIOUS SIZE TRAILERS

All tendered rates must include all applicable taxes.

| No | Category | Description | Hire / Day | Hire/ Week |
|----|---|-------------|------------|------------|
| 1 | Luggage Trailer (± 1.7m x 1.1m x 0.5m) | | | |
| 2 | Large Luggage Trailer (± 2m x 1.1m x 1m) | | | |
| 3 | Half Ton Trailer (± 2m x 1.1m x 1m) | | | |
| 4 | Three Quarter Ton Trailer (± 3m x 1.5m x 1m) | | | |
| 5 | 1Ton Double Axle Trailer (± 4m x 1.7m x 1m) | | | |
| 6 | 1Ton Single Axle Trailer (± 3m x 1.5m x 1m) | | | |
| 7 | 1½Ton 1Ton Double Axle Trailer (± 4m x 1.8m x 1m) | | | |

| | | | | |
|------------------------------|-------------------------------------|--|--|--|
| 8 | Car Trailer (± 5m x 1.9m x 0.2m) | | | |
| Above Rates includes: | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

ANY ADDITIONAL RELEVANT INFORMATION OR COST, PLEASE DECLARE HERE

Please note that no other cost will be paid if it is not listed below.

| |
|------------------------|
| Fine admin fee: |
| Contract fee: |
| Other: |

In terms of Tender No **GMT033/24-25**, which we fully understand and accept, I/we offer the above item at the rates tendered, which include Value Added Tax.

| | |
|---------|-------|
| SIGNED: | DATE: |
|---------|-------|

| |
|---------------|
| COMPANY NAME: |
|---------------|

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 rates reflected in the Pricing Schedule.**

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: **MS L MEIRING**

Signature: _____

Capacity: **ACTING DIRECTOR: COMMUNITY, SAFETY AND MOBILITY**

Date: _____

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

TAX COMPLIANCE INFORMATION

PART A

| | | | | | |
|---|---|--|-----------|--|--|
| Tax Compliance Status | TCS Pin: | | or | CSD No: | |
| B-BBEE Status Level Verification Certificate [Tick Applicable Box] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | B-BBEE Status Level Sworn Affidavit | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof] | | | Are You A Foreign Based Supplier For The Goods / Services / Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.] |
| Signature of Bidder | | | | Date | |

PART B

TERMS AND CONDITIONS FOR BIDDING

| | | |
|---|-----|----|
| 1. TAX COMPLIANCE REQUIREMENTS | | |
| 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA . 1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2. 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | | |
| 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box] | | |
| 2.1 Is the entity a resident of the Republic of South Africa (RSA)? | YES | NO |
| 2.2 Does the entity have a branch in the RSA? | YES | NO |
| 2.3 Does the entity have a permanent establishment in the RSA? | YES | NO |
| 2.4 Does the entity have any source of income in the RSA? | YES | NO |
| 2.5 Is the entity liable in the RSA for any form of taxation? | YES | NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE. | | |

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

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

DECLARATION OF INTEREST

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

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

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

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

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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 |
| Total points for PRICE and SPECIFIC GOALS | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

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 | 4 | 2 |

| | | |
|---|---|---|
| Western Cape | | |
| 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) with the tender document. 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 STAFFED / MANNED AND OPERATIONAL 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 staffed and operational 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. Contribution to BBBEE: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the

table reflected in paragraph 4.1.1 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,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

| | |
|----------------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration Number | |
| Enterprise Address | |

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|---|-------------------------------------|------------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <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: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of Bidder |

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: GMT033/24-25

Name of the Bidder: _____

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

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

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

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

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 2025

PLEASE NOTE:

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

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

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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

General Conditions of Contract

1. **Definitions:**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets 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.