GEORGE MUNICIPALITY

BID DOCUMENT NUMBER: ENG 028 OF 2016

SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK FOR A PERIOD OF THREE (3) YEARS

ENQUIRIES: DENNIS DUNBAR YORK STREET GEORGE (044) 874 3917	ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE 6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER: ……..……

SUPPLIER DATABASE NO.: MAAA ……..…….

TOTAL PRICE (INCLUDING VAT)	R
PREFERENCES CLAIMED FOR:	
B-BBEE Status Level of Contributor:	
Preference Points Claimed:	

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

TENDER CLOSES AT 12H00 ON FRIDAY, 05 MAY 2017

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
Special Conditions of Tender According to the George Municipal PPPFA Policy	12
Tender Specifications & Pricing Schedule	13-22
Past Experience	23
The Tender Offer and Acceptance	24-26
MBD2 – Tax Clearance Certificate	27
MBD4 – Declaration of Interest	29-32
MBD6.1 – Preference Points Claim form	33-38
Sworn Affidavit	39
MBD6.2 – Declaration Certificate for Local Production	40-43
MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	44-45
MBD9 – Certificate of Independent Bid Determination	46-48
Certificate for Municipal Services	49
General Conditions of Contract	50-61

TENDERER CONTACT DETAILS

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

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

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

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NO. ENG028/2016 / TENDER NR. ENG028/2016

Tenders are hereby invited for the supply and delivery of electrical stock:

AERIAL BUNDLE CONDUCTOR POLES BOXES AND LV DISTRIBUTION KIOSKS

Completed tenders in a sealed envelope, clearly marked:

Tender No. ENG028/2016, must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00** on **Friday, 05 May 2017.** Tenders are not allowed to be placed in the tender box after 12:00. Tenders will be opened on the same day in the 1st Floor Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non refundable deposit of R185-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

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

Stage 1: Local content
Only tenders scoring a minimum of 100 % in stage 1 will be further considered for evaluation in stage 2.
The stipulated minimum threshold percentages for local production and content for the **Steel products and components.**

Stage 2:
Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2011 and the George Municipality's Supply Chain Management Policy, where 90 points will be scored for price and 10 points for B-BBEE status.

For more information, contact Mr Dennis Dunbar at (044) 8743917/ dennis@george.org.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 highest or any tender.

Important notice: a Valid original tax clearance certificate must be submitted with the documentation.

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

T BOTHA
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

Tenders word hiermee ingewag vir die verskaffing en aflewering van elektriese voorraad:

AERIAL BUNDLE CONDUCTOR PAALBOXE EN LS DISTRIBUSIE KIOSKS

Voltooide tenders in 'n verseëlde koevert, duidelik gemerk:

Tender Nr. ENG028/2016, moet voor **Vrydag, 05 Meil 2017** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen tenders sal toegelaat word om in die tender bus geplaas te word na 12:00 nie. Tenders sal om 12:05 dieselfde dag in die Komiteekamer op 1ste Vloer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R185-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

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

Fase 1: Plaaslike Inhoud
Slegs tenderaars wat 'n minimum van 100% behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.
Die vasgestelde minimum persentasies vir plaaslike produksie en inhoud vir die sektor **Staal produkte en komponente is.**

Fase 2:
Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeur verkrygingsbeleid (Wet 5 van 2000) Regulasies 2011, asook George Munisipaliteit se Voorsieningskanaal bestuursbeleid, waar 90 punte ten opsigte van die prys en 10 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting, kontak Mr Dennis Dunbar by (044) 8743917/ dennis@george.org.za.

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

Belangrike kennisgewing: 'n Oorspronklike belasting uitklaringsertifikaat moet ingesluit wees by dokumentasie.

Dit sal van alle suksesvolle bieërs verwag word om op die Sentrale Verskaffers databasis (SVD) te registreer.

T BOTHA
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK

BID NUMBER: **ENG 028/2016**

CLOSING DATE: **05 May 2017**

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 2011.

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: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	

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: ENG 028/2016
SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK

2. Mr/Mrs/Ms _____

   In his/her capacity as _____

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

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

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

_____
NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER: ENG 028/2016
SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK

(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 fulfilment 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 exe cutandi 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.

NB.COMPULSORY TO COMPLETED

	Name	ID Number	Directors/Owners Personal Tax no	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

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 ☐ NO ☐
CIDB Registration Number(s), if any:	

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

SIGNED ON BEHALF OF JOINT VENTURE _____

SPECIAL CONDITIONS RELEVANT TO
SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK

The following Conditions shall be adopted as per the Municipal PPPFA Policy

SPECIAL CONDITIONS OF TENDER		
	Comply Y/N	**Ref in proposal**
B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED		
Any additional information upon request must be submitted in writing within 48 hours of receipt.		
C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER		
Payments will be made as per agreed in the tender conditions. Invoices must be submitted before 12 noon on Wednesdays at George Creditors office, to ensure timeous payment Penalties of 10% for late delivery will be deducted for each late order		
1% CSI contribution per invoice		

SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK

SPECIAL TENDER CONDITIONS OF GEORGEMUNICIPALITY

1. GENERAL TENDER CONDITONS

1.1 The conditions, specifications and schedules contained in this document form an integral part of the tender contract and must be returned with the tender submitted. Failure to comply herewith will invalidate a tender.

1.2 This document contains continuously numbered pages and is the copyright of the Municipality of George. It may not be used, copied or lent out except in the performance of this contract.

1.3 Tenderers should carefully inspect the document for completeness and legibility. Claims based on missing pages or illegible script will not be considered.

1.4 Telegraphic tenders will be considered, provided that the tender document is posted before the advertised closing time of tender. Proof of the date and time of posting shall be required. **FAX OFFERS WILL NOT BE VALID.**

1.5 Late, incomplete, open or unmarked tenders will not be considered.

1.6 Proof of posting will not be accepted as proof of delivery.

1.7 Tenders shall remain valid for 120 days after closing date of tender.

1.8 Written information only will be valid as amending or supplementing this contract. Verbal information will not be accepted as binding on Council or its officials.

1.9 Each tender must be submitted in a sealed envelope clearly endorsed "TENDER NO ENG 028/16: SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK" and addressed to The Municipal Manager, Municipality, PO Box 19, GEORGE, 6530, so as to reach him not later than the date and time advertised or be placed in the tender box situated at Supply Chain Management, The George Civic Centre (1st floor), York Street, George.

Tenders shall be valid from date of appointment for a three (03) year period and items will be ordered from the successful tenderers as and when required.

1.10 All prices quoted and all deposits or payments made shall be in the currency of the Republic of South Africa.

1.11 Tenders must be submitted on the schedule provided and completed and signed in all respects.

1.12 The lowest or any tender will not necessarily be accepted and Council reserves the right to accept any tender in whole or in part.

1.13 Any deviation or omissions from or additions to the specifications or additional or alternate items shall be detailed in the variation schedule. Deviations or omissions not specified shall not be accepted.

Any additional particulars should be furnished in a separate letter by tenderers.

1.14 Tenderers must submit: the prices of all optional equipment separately, the terms and conditions of guarantee, delivery time, availability and prices of and discounts on spare parts, full descriptive literature and specifications, and choices where applicable.

1.15 Contract Price Adjustment:

1.15.1 Prices should remain firm for the period of the tender. Should the successful Tenderer wish to alter any tendered price during the currency of this tender, Council reserves the right to:

i) Accept the amended price
ii) Call new tenders for the affected items.
iii) Negotiate prices with alternate suppliers.

1.15.2 Where prices are not firm, a formula using the SEIFSA indexes is to be used and the following shall apply:-

i) Tendered prices shall be based on the latest published index figures.
ii) The adjusted contract price shall be coupled to the tendered delivery times and not the actual delivery date (e.g. if the tendered delivery time is 6 months and the order is placed in August, contract adjustment shall be calculated with February as agreed completion month). The actual delivery time shall be used to adjust the contract price where delivery time is shorter that the tendered delivery time.
iii) Should Council be of the opinion that prices have risen out of proportion; Council reserves the right to negotiate on the open market for provision of the goods.
iv) Successful tenderers must submit on request all the applicable formulas, constants and factors required for calculating price adjustments.

1.16 All invoices submitted for payment shall be accompanied by a CPA calculation sheet clearly showing all calculations where prices are subject to adjustment.

1.17 Test Certificates:
Where applicable, test certificates will be required and tenderers must state the additional cost for the submission thereof, if any.

1.18 Brochures:
All additional information brochures etc. required or which the Contractor wishes to submit with or in support of his tender, shall be submitted in duplicate.

1.19 Defective materials:
Should materials or equipment be found defective within one year after being supplied, or unsatisfactory in any way, the Council may order such defects or unsatisfactory materials to be replaced free of cost and that such replacements be subjected to one year guarantee.

1.20 Value Added Tax:

All prices must INCLUDE 14% V.A.T.

1.21 Quantities:
The minimum quantities given are the minimum quantities per any one order. More than the minimum amount may be ordered and more than one order may be placed during the year. Tenderers are free to specify discounts for large quantities.

1.22 Samples:
If so required, samples MUST be submitted to the Director: Electro-Technical Services, Municipal Offices, Brick Road, George. If this clause is not complied with, tenders will not be considered. The samples of accepted tenders will be held for the whole of the contract period for reference.

Tenders must also clearly state whether samples are to be returned or whether they are FREE OR CHARGED. In the absence of an indication in this regard, samples will be retained without future responsibility.

1.23 Quality and Guarantee:

1.23.1 All goods supplied shall be equal in all respects to samples, patterns of specifications where such are provided and where no samples or patterns are exhibited, or specifications maintained, then the goods or materials shall be the best of their respective kinds.

1.23.2 Council reserves the right to inspect any goods at any time during the production, testing or commissioning stage and may accept or reject any goods in part or as a whole that do not comply with this specification.

1.23.3 Any deliveries not equal to samples and/or not in accordance with the Contract or otherwise unsatisfactory will be rejected, and such rejected goods will be held at the risk and experience of the Contractor and must, if required, be removed by him immediately on receipt of notification of rejection. The fact that no objection was made at the time goods were delivered shall not affect the Council's rights under this clause.

1.23.4 Council reserves the right to request test certificates for specified items. If the tested samples meet the specification, Council will pay all the cost of such test. If the tested samples fail to meet the specification, the supplier shall pay the costs of testing, as well as removing all defective articles that may have been delivered and replacing with acceptable items.

1.23.5 If any dispute arises between the Council and the Contractor in connection with the quality and guarantee of the goods, either party may give to the other notice, in writing, of the existence of such dispute, and the same shall there upon be referred to arbitration in South Africa to a person to be mutually agreed upon. The submission shall be deemed to be a submission to arbitration within the meaning of the arbitration within the meaning of the arbitration laws in force in the Republic of South Africa.

1.23.6 The risk on all goods purchased by the Council under the Contract shall remain with the Contractor until such goods have been delivered to the Council.

1.23.7 The Form of Tender, Variation Schedule and Price Adjustment Schedule shall e completed by the Tenderer, and shall be submitted with his Tender on the tender closing date.

1.24 Delay in completion:

Should the Contractor fail to complete the delivery to the satisfaction of the Engineer within the period stated the Contractor shall pay the Employer as and for agreed liquidated damages the sum of 1/14% (one fourteenth percent) of the total contract amount per calendar day which sum the contractor agrees to forfeit for each and every calendar day the delivery remains incomplete after the expiration of the given period, and it is herby agreed that in the above event the Employer shall have the right to realize all or any of the securities and apply the proceeds towards the payment of any claim under this or any other clause of these conditions of the contract. When the total of the abovementioned penalties reaches 5% of the contract value and the delivery is still incomplete, the Employer shall exercise procedures as set out in the General Conditions of Contract.

1.25 Escalation fees:

In the event of prices being subject to adjustment, such escalation fees shall only be payable up to and including the last day stated in the delivery schedule for items being delivered late.

1.26. A successful tenderer shall be notified of the award of a tender in writing, signed by the Municipal Manager or the Head of Department responsible for the contract. A verbal notification of award shall not be accepted as binding on the City Council of George.

ALL TENDERS THAT DO NOT COMPLY WITH THE ABOVEMENTIONED REQUIREMENTS WILL BE TAKEN AS INCOMPLETE AND MAY BE REJECTED WITHOUT FURTHER CONSIDERATION.

TECHNICAL SPECIFICATIONS

A. BUNDLE (ABC) SERVICE PROTECTION POLE BOX

1. The bundle box must be equal and similar to the Greenbro type with lockable swivel door and manufactured from UV stabilized polyethylene material or glass-reinforced polyester. The colour pigment incorporated in the enclosure material shall be even. The colour shall be light grey or green in accordance with SANS 1019. The exterior finish of the enclosure shall be smooth.
   The enclosure shall be free of cracks, bubbles, imperfections or irregularities.
2. The box must be sized so as to accommodate at least 8 – CBI 5kA 60A SP circuit breakers for respective house service connections. **Circuit breakers must NOT be supplied**.
3. The boxes must be equipped with a clip tray for mounting of 8 x CBI 5kA SP MCB's.
4. One 10 – way Earth Bar must be supplied and fitted into the box.
5. One 10 – way Neutral Bar must be supplied and fitted into the box.
6. A 1mm thick type 316 stainless steel gland plate, with at least 10 x 25mm pre-drilled holes must be mounted outside and at the bottom end of the box with 4 x 6mm stainless steel bolts and nuts. This gland plate must be interconnected to the earth bar by means of a 16mm^2 copper conductor. No holes must be drilled through the polyethylene base.
7. Two pole mounting brackets of 1mm thick type 316 stainless steel plate, must be mounted by means of stainless steel bolts and nuts to the rear of the box to accommodate 20mm strapping.

B. METER KIOSKS TO SANS 908 AND 60439

1. Distribution Kiosks

1.1 General:

1.1.1 Kiosks shall be equal or similar to the kiosks manufactured by Messrs Golnix and comprise a root, a gland plate, an equipment frame, busbars and a removable enclosure.

1.1.2 Kiosks shall be of the double compartment type with provision for the mounting of busbars and distribution equipment in the back compartment and consumer equipment in the front compartment.

1.2 Enclosure

1.2.1 The enclosure, complete with root, shall be manufactured from glass-reinforced polyester in accordance with SANS 141. ***Or UV stabilized polyethylene.***

1.2.2 The colour pigment incorporated in the enclosure and root material shall be even. The colour shall be F48 'light grey' in accordance with SANS 1019. The exterior finish of the enclosure and root shall be smooth.

1.2.3 The enclosure and root material shall be free of cracks, bubbles, imperfections or irregularities.

1.2.4 The outer surface of the kiosk shall be treated with an anti graffitti product that must be equal and similar to that provided by the Nano Technologies product.

1.2.5 The enclosure shall be removable from the root, without disturbing the frame or equipment mounted in either compartment.

1.2.6 The roof of the kiosk shall be reinforced with metal on the inside to impede vandalism.

1.3 Doors / Removable Panels:

1.3.1 Kiosks for 6, 9 and 12 consumer connections shall be provided with two doors (back and front) giving independent access to the two compartments.

1.3.2 The dimensions of the door opening and depth (150 mm minimum) of the consumer compartment shall allow for the installation and replacement of the specified number of kWh- meters and circuit breakers, without obstruction or the necessity of removing any other equipment.

1.3.3 Doors shall be reinforced to obtain the desired rigidity and the opening angle shall be at least 120º but limited to a maximum of 140º.

1.3.4 Doors shall be fitted with a minimum of two heavy duty 70mm butt type hinges, manufactured of stainless steel. ***Hinges made of cast aluminium will not be accepted.***

1.3.5 Removable pad lockable reinforced panels, instead of doors, will also be acceptable, however, only with prior written approval after submission of samples to the Municipality's Senior Manager: Electro-Technical Services.

1.3.6 Doors or removable panels shall, when locked, effectively seal against the ingress of rain and insects, or the introduction of foreign objects such as wire.

1.4 Locking mechanisms

Heavy Duty Hasps

- Bar hasp heavy duty 3-piece
- Hardened steel & Zinc plated
- Dimensions: 44 x 180mm
- Accepts shackles up to 11mm diameter

OR

Heavy Duty 90 deg Hasps

- Bar hasp heavy duty 3-piece with sliding front piece
- Hardened steel & Zinc plated
- Dimensions: 44 x 180mm bent thru 90 degrees
- Accepts shackles up to 11mm diameter

1.5 Frame and Mounting Board

The abovementioned back to back compartments shall be partitioned off by means of a 19mm thick varnished wooden block board, mounted on a sturdy frame. All surfaces of the block board shall be suitably sealed by means of varnish to prevent the ingress of moisture. The complete frame **(for the mounting of the block board and gland plate), shall be manufactured of stainless steel**.

1.6 Fixing Brackets: The portion of the kiosk enclosure above ground level shall be removable without disturbing the equipment therein. Brackets connecting enclosure to frame and root must be solid so as to ensure a sturdy interconnection between enclosure and root.

1.7 Busbars:

The distribution compartment of the kiosks shall be fitted with 4 similar tinned busbars with a minimum rating of 400A and suitable for a fault level of 10kA. Busbars shall be predrilled and supplied with 12mm **stainless steel bolts and nuts for the termination of two LV 4-core distribution cables up to 185mm² and the specified number and size of consumer cables fastened with 6mm brass or stainless steel studs or bolts and nuts**.

1.8 Gland Plates:

Gland plates shall be manufactured of **2mm type 316 stainless steel**. Gland plates shall be securely fixed to the frames of the kiosks by means of stainless steel bolts and nuts or screws. Gland plates shall be individually removable without obstruction. The following diameter gland holes shall be provided:

1.8.1 Distribution compartment:

None.

1.8.2 Consumer compartment:

6-Way: 9 x 25mm
9-Way: 12 x 25 mm
12-Way: 15x25mm

1.9 Ventilation:

Ventilation openings shall be provided and designed and placed in such a manner that the entry of birds, rodents, insects, rainwater and foreign objects is prevented.

1.10 Danger Signage:

Non-corrosive, SANS approved electrical high voltage danger signs shall be fitted to all doors by means of corrosion resistant pop rivets. The signage shall be guaranteed for 5 years against discolouring and flaking. **Signage not to be of metal and must be an integral part of door construction eg. Like an inlay.**

1.11 Earthing:

Brass earth bolts (12mm diameter) with nuts and two washers each shall be provided on the gland plate itself in each compartment. The earth bolts shall be bonded together with 70 mm^2 bare stranded copper conductor.

1.12 Securing Bolts:

The bolts securing the enclosures and gland plates as well as any other bolts employed inside the enclosures shall be manufactured of stainless steel or brass including nuts, washers and lock washers.

1.13 Kiosk Identification

Kiosks shall be clearly and permanently marked, indicating whether they are 6, 9 or 12 way kiosks.

2. TRAFFIC CONTROLLER KIOSK (ROBOT STUBBY)

2.1 SABS 141 APPROVED.

2.2 Material – polyethylene.

2.3 Height + / - 1 meter.

2.4 Vent holes should be provided.

2.5 Danger signs shall be incorporated into the laminate and shall be made of colorfast material.

2.6 Mounting board should be treated shutter ply or 9.5mm weatherboard.

2.7 Secured with a through pin which is lockable. Through pin to be non metallic (tufnol or PVC).

2.8 Opening for cables - 240 x 320 mm.

2.9 The frame and gland plate shall be manufactured from 2mm grade 304 or 305 stainless steel.

2.10 The outside surface finish must have a glossy smooth finish that will ensure good weathering.

2.11 The base of 420 mm will be buried in the ground to ensure stability of the kiosk; suitable flanges must be provided around the bottom of the side walls.

2.12 Colour shall be incorporated into the gel coat finish.

MINIMUM QUANTITIES AND PRICE SCHEDULES (All prices to include 14% VAT)

A.1 BUNDLE (ABC) SERVICE CONNECTION POLE BOX TO SANS 60439

ITEM NUMBER	DESCRIPTION (Specification as per)	WEEKS DELIVERY	PRICE INCLUSIVE OF 14% VAT	UNIT
1.	Bundle Box			each

B.1 LV DISTRIBUTION KIOSKS – METER KIOSKS (with busbars) TO SANS 908 and 60439

ITEM NUMBER	DESCRIPTION (Specification as per)	WEEKS DELIVERY	PRICE INCLUSIVE OF 14% VAT	UNIT
1.	Glass Fibre Kiosk with Stainless Steel Frame			
1.1	Two door 6 way			each
1.2	Two door 9 way			each
1.3	Two door 12 way			each
2.	Traffic Control Kiosk (Robot Stubby)			each

MINIMUM QUANTITIES AND PRICE SCHEDULES (All prices to include 14% VAT)

A.2 BUNDLE (ABC) SERVICE CONNECTION POLE BOX TO SANS 60439

ITEM NUMBER	DESCRIPTION (Specification as per)	WEEKS DELIVERY	PRICE INCLUSIVE OF 14% VAT	UNIT
1.	Bundle Box – Vandalism resistant			each

B.2 LV DISTRIBUTION KIOSKS – METER KIOSKS (with busbars) TO SANS 908 and 60439

ITEM NUMBER	DESCRIPTION (Specification as per)	WEEKS DELIVERY	PRICE INCLUSIVE OF 14% VAT	UNIT
1.	Kiosk – VANDALISM RESISTANT			
1.1	Two door 6 way			each
1.2	Two door 9 way			each
1.3	Two door 12 way			each
2.	Traffic Control Kiosk (Robot Stubby) - Vandalism resistant			each

SCHEDULE OF NON-COMPLIANCE			
ITEM	SPECIFICATION	PRODUCT OFFERED	DETAIL OF NON-COMPLIANCE OFFERED SPECIFICATION / FEATURE

VARIATION SCHEDULE

The Tenderer shall clearly detail any variations or omissions, etc. Failure to detail qualifications shall signify compliance.

Clause No.	Qualifications

PRICE ADJUSTMENT SCHEDULE

The Tenderer shall detail hereunder any adjustments to which prices stated in the schedules.

If prices are not subject to adjustment, the Tenderer shall enter **"NIL"** in the Schedule hereunder.

PAST EXPERIENCE

This schedule is compulsory to complete!

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

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

_____ _____

Date Signature of Tenderer

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price reflected on page 19- 23 in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of four (4) months 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 fulfil 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 favourable 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 favourable 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 fulfilment 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 domiciliumcitandi 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 fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR TREVOR BOTHA**

Signature: _____

Capacity: **MUNICIPAL MANAGER**

Date: _____

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

TAXCLEARANCECERTIFICATE

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Proof of this arrangement must be submitted with this tender.

1 In order to meet this requirement bidders are required to complete in full the form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

3 Applications for the Tax Clearance Certificates 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.

4 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

5 The original Tax Clearance Certificate must be submitted together with the bid. Copies of the Tax Clearance Certificate will only be valid if the bidder is registered on the George Municipality's accredited supplier database, which will contain the original Tax Clearance Certificate.

6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate original Tax Clearance Certificate.

7 Furthermore, the responsibility remains with each Contractor (successful Tenderer) to submit updated original Tax Clearance – Good Standing to the abovementioned Supplier Management Office (in the Supply Chain Management department on the 1st Floor, Civic Centre, George Municipality, York Street, George) should any current certificate expire during the tender or contract. Failure to do so may lead to the suspension of transactions with the contractor until a valid Tax Clearance Certificate is received by that office.

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

	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: …… ……..……..	
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? 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: …… …….……..	**YES / NO**
3.14 3.14.1	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? If yes, furnish particulars: …….. ……..	**YES / NO**

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.**

…….. ……..
Signature Date

…… …….
Capacity Name of Bidder

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

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

[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 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

---

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	**90**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**10**
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

(f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" 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;

(h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) **"non-firm prices"** means all prices other than "firm" prices;

(m) **"person"** includes a juristic person;

(n) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

*(p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

(q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, 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.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……...%
ii) The name of the sub contractor……
iii) The BBBEE status level of the sub contractor.....…
iv) Whether the sub-contractor is an EME.
(Tick applicable box)

YES		NO	

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:……

9.2 VAT registration number:……..……

9.3 Company registration number:…….……..……..

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……
……..

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account Number: …….

Stand Number:…….

9.8 Total number of years the company/firm has been in business:……

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

SWORN AFFIDAVIT – 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 CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left\{\frac{x}{y}\right\} x\ 100$$

Where
x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **"bid"** includes advertised competitive bids, written price quotations or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Fasteners	
Bolts, nuts, rivets and nails	100%
Primary steel products	
Plates	100%

Does any portion of the services, works or goods offered

have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s)of exchange against the appropriate currency in the table below:

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. .....
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ……..... (full names),
do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R

Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	**100%**
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity have the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: **DATE:** _____

WITNESS No. 1 **DATE:** _____

WITNESS No. 2 **DATE:** _____

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	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? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐

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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

……...	**……..…..…**
Signature	**Date**
…….	**……..…..**
Position	**Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

[1] **Includes price quotations, advertised competitive bids, limited bids and proposals.**

[2] **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NUMBER: ENG 028/2016
SUPPLY AND DELIVERY OF ELECTRICAL STOCK: AERIAL BUNDLE CONDUCTOR POLE BOXES, LV DISTRIBUTION KIOSKS & TRAFFIC CONTROL KIOSK

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 consortium[3] 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: ENG028/2016 **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 if overdue for more than 30 days.

_____
Signature

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

at _____ on the _____ day of _____ 2017

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

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

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are

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

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

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

7. Performance security:

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses:

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. <u>Packing</u>:

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. <u>Delivery and documents</u>:

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 fulfilment 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. <u>Anti-Dumping and Counter-Vailing duties and rights</u>:

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. Governinglanguage:

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.