

# GEORGE MUNICIPALITY



**TENDER NUMBER: DPD081/2016**

**OFFER TO PURCHASE ERF 15256 GEORGE (2 TINKTINKIE STREET,  
CONVILLE)**

ENQUIRIES: WILLENE DARIES  
YORK STREET  
GEORGE  
(044) 801 9023 / 9078

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

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER: .....

TELEPHONE NO.: ..... FAX NO.: .....

ADDRESS: .....  
.....

CONTACT PERSON: .....

|                             |   |
|-----------------------------|---|
| TOTAL PRICE (EXCLUDING VAT) | R |
|-----------------------------|---|

**PREFERENCES CLAIMED FOR:**

|   |  |
|---|--|
| Historically Disadvantaged Individuals ("HDI's"): |  |
|---|--|

|        |  |
|--------|--|
| Women: |  |
|--------|--|

|                   |  |
|-------------------|--|
| Disabled Persons: |  |
|-------------------|--|

**TENDER CLOSES AT 12h00 ON WEDNESDAY, 17 AUGUST 2016**

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**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NO. DPD081/2016 / TENDER NR. DPD081/2016**

Tenders are hereby invited for:

**OFFER TO PURCHASE ERF 15256 GEORGE (2 TINKTINKIE STREET, CONVILLE)**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. DPD081/2016**, 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 Wednesday, 17 August 2016**. 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.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and adjudicated in terms of the George Municipality's Immovable Property Policy, where 60 points will be allocated in respect of price and 40 points in respect of empowerment goals.

For more information contact Mrs Willene Daries at (044) 801 9023 / 9078.

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.**

**T BOTHA  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

Tenders word hiermee ingewag vir:

**AANBOD OM ERF 15256 GEORGE TE KOOP (TINKTINKIESTRAAT 2, CONVILLE)**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

**Tender Nr. DPD081/2016**, moet voor **Woensdag, 17 Augustus 2016 om 12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. 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 nieraanbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

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

Tenders sal ge-evalueer en toegeken word in terme van die George Munisipaliteit se Beleid op Onroerende Eiendom, waar 60 punte ten opsigte van die prys en 40 punte ten opsigte van bemagtigingsdoelwitte toegeken sal word.

Vir verdere inligting kontak Me Willene Daries by (044) 801 9023 / 9078.

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.**

**T BOTHA  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

### OFFER TO PURCHASE ERF 15256 GEORGE (2 TINKTINKIE STREET, CONVILLE)

BID NUMBER: DPD081/2016

CLOSING DATE: 17 AUGUST 2016

CLOSING TIME: 12:00

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

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

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

The bid box is open from 07:45 until 16:30, 5 days a week.

Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

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 (price maximum of 60 points);
3. Empowerment (maximum of 40 points).

## DETAILS OF TENDERER

|  |   |
|--|---|
| <b>Name of tenderer</b>                                  |   |
| <b>Postal address</b>                                    | Postal Code _____   |
| <b>Physical address</b>                                  |   |
| <b>Contact Details of the Person Signing the Tender:</b> | Name: _____<br>Telephone: (____) _____ Fax: (____) _____<br>Cellular Number: _____<br>E-mail address: _____ |
| <b>Company Income Tax Number</b>                         |   |

# THE RESOLUTION TAKEN BY TENDERER / SPOUSE / PARTNERS

**RESOLUTION** of a meeting of the tenderer / Spouse / 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: DPD081/2016 – OFFER TO PURCHASE ERF 15256 GEORGE (2 TINKINKIE STREET, CONVILLE)**

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 |      |          |           |

**TENDER NUMBER: DPD081/2016**

**OFFER TO PURCHASE ERF 15256 GEORGE (2 TINKTINKIE STREET,  
CONVILLE)**

**TERMS OF REFERENCE**

1. Offers are being invited for the purchase of Erf 15256 George, situated at 2 Tinktinkie Street, Conville as indicated on the layout plan attached as **Annexure "A"**.
2. Only tenders submitted timeously on or before the closing time and date on the official tender form, duly completed and signed, will be considered.
3. The Municipality reserves the right not to accept the highest or any tender.
4. Tenders shall remain valid for acceptance for a period of one hundred and eighty (180) working days after the closing date, for purposes of which all tenders shall be deemed to constitute irrevocable offers open for acceptance by the Municipality.
5. The upset price is listed below (VAT Exclusive):

| <b><u>NO</u></b> | <b><u>ERF NO</u></b> | <b><u>UPSET PRICE (VAT Exclusive)</u></b> |
|------------------|----------------------|---|
| 1.               | Erf 15256            | R10,000.00                                |

6. The purchase price plus VAT shall be payable in cash against registration of transfer of the property in the name of the successful tenderer and shall be secured by one or more bank of similar guarantee(s) acceptable to The Municipality and issued at the expense of the successful tenderer, which guarantee(s) shall be furnished within 60 (sixty) days of request by Council's conveyancers.
7. Possession and occupation of the property shall be given to the successful tenderer on date of registration of transfer of the property in the name of the successful tenderer, from which date the risk involved in the property shall pass to the successful tenderer.
8. The successful tenderer shall as from date of registration of transfer of the property into his name be responsible for a pro rata share of the current year's rates and other municipal levies on the property.
9. The Municipality shall appoint conveyancers for the purpose of effecting transfer of the property into the name of the successful tenderer, and all costs relating to the transfer plus VAT thereon at the statutory rate and transfer duty (if applicable) shall on demand be payable by the successful tenderer.

10. The sale of the property is “voetstoots” and The Municipality shall not be liable for any latent or other defects therein.
11. The property is subject to any condition(s) and/or servitude(s) which may be referred to in or registered against the title deed thereof, and regarding extent according to the diagrams thereof.
12. The property is zoned for residential purposes and may only be utilised for residential purposes. Detailed information regarding development to be allowed in accordance with the zoning is available from the municipality’s town planning section.
13. The PURCHASER shall erect a dwelling unit of no less than 40 square meters on the erf at his/her own cost and to the satisfaction of the SELLER and commence with building work within three (3) years after the date of transfer of the property into the name of the PURCHASER and must be completed within five (5) years of such transfer. The value of the 40 square meters building to be erected on the property is to be determined by Council’s internal valuer.
14. Should any dispute arise between the The Municipality and the successful tenderer as to the value of the buildings erected on the property (which shall be based upon the proven cost of erection) and should the successful tenderer not be satisfied with the decision of Council’s internal valuer, the The Municipality shall be entitled to refer the dispute to a valuer or quantity surveyor of its choice for decision, who shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the The Municipality and the successful tenderer, to be paid by the party determined by such expert.
15. If, on the expiry date of the period referred to in paragraph 13 above, or such longer period as The Municipality may approve the property has not been developed with a dwelling unit (with reference in particular to the erection of buildings to the minimum size and value referred to in paragraph 13), the successful tenderer shall, at the election of the The Municipality, be liable for and pay as liquidated damages to the The Municipality annually an amount equal to the rates and taxes that would have been payable had a building to the predetermined size has been erected, which amount shall be payable as and when rates and taxes would otherwise have been payable, until such time as the successful tenderer has erected the buildings with the agreed minimum value and floor area.
16. The undeveloped property shall not be retransferred within a period of 5 years from the date the property was transferred into the name of the successful tenderer, without the written consent of the Municipality. Option should firstly be given to the Municipality and should the Municipality not purchase the property, approval for resale should be considered.



17. Should the Municipality consent to the selling and transfer of the property to a third party, such sale and transfer shall be subject thereto that the third party concerned shall to the satisfaction of the Municipality undertake to comply with all the successful tenderer's outstanding obligations arising from and in connection with this tender and the agreement of sale resulting therefrom.
18. For the avoidance of doubt it is stated that the successful tenderer shall be responsible for payment of all fees and charges relating to building plans and services in accordance with current legislation.
19. All tenderers must declare any conflict of interest that they may have in the transaction pertaining to this tender.
20. All disputes between the Municipality and the tenderer shall be settled by means of mutual consultation and, when unsuccessful, in a South Africa court of law unless otherwise provided in these tender conditions.
21. Only a tenderer who has completed and signed the declaration part of the tender documentation shall be considered for preference points.
22. The Municipality may, before a tender is adjudicated or at any time, require any tenderer to substantiate claims it has made with regard to preference.
23. The tenderer shall at all times comply with all current legislation.
24. Conditions to qualify for one of the erven will be as follows:
  - (i) erven will be awarded only to first time home owners;
  - (ii) erven will be awarded to individuals and not closed corporations, partnership or other legal entities;
  - (iii) erven will be awarded to persons who are currently residing and working in George;
  - (iv) only one erf will be awarded per family;
  - (v) the combined gross income of the successful tenderer(s) must not exceed R20,000.00 per month. Certified proof of income indicating the income of the tenderer and his/her spouse or partner must be provided.
  - (vi) Where a tenderer can provide enough evidence that he/she had no financial gain from a previous property transaction, such bidder may well be eligible to tender for a plot.
25. That, in cases where the tenderer is the owner of a legal sole proprietorship, the gross income of the business be used to evaluate the tender.
26. Tenders will only be awarded to persons who have no outstanding municipal debt.

27. By signing this tender document the tenderer gives permission that a deed search may be done by the Municipality.
28. By signing this tender document the tenderer declares that:
  - (a) the information provided is true and correct;
  - (b) the signatory to the tender document is duly authorised; and
  - (c) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Municipality and it will be true and correct.

**QUESTIONNAIRE**

**ERF 15256 GEORGE (2 TINKTINKIE STREET, CONVILLE)**

**PLEASE ANSWER THE FOLLOWING QUESTIONNAIRE:**

1. Are you or your spouse a first time home owner?

|            |           |
|------------|-----------|
| <b>YES</b> | <b>NO</b> |
|------------|-----------|

2. If your answer is 'no' in question 1, please provide information of previous property owned or elaborate on why you had no financial gain from a previous property transaction.

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3. Please provide your joint gross monthly income in the table below:

| <b>APPLICANT</b> | <b>SPOUSE</b> | <b>TOTAL</b> |
|------------------|---------------|--------------|
|                  |               |              |

*(Attach original / certified copies (not older than three months from date of offer to tender) of proof of income / unemployment certificates.)*

Do you live in George?

|            |           |
|------------|-----------|
| <b>YES</b> | <b>NO</b> |
|------------|-----------|

4. If yes in the above question, how long? \_\_\_\_\_

*(Attach original/ certified copy of affidavit confirming that you live in George and for how long)*

5. Are you married?

|            |           |
|------------|-----------|
| <b>YES</b> | <b>NO</b> |
|------------|-----------|

6. If yes in the above question:

|                              |            |           |
|------------------------------|------------|-----------|
| In community of property     | <b>YES</b> | <b>NO</b> |
| Out of community of property | <b>YES</b> | <b>NO</b> |
| With an Antinuptial contract | <b>YES</b> | <b>NO</b> |

*(Attach certified copies of your marriage certificate and ID's)*

**TENDER FORM**

**TENDER NUMBER: DPD081/2016**

**OFFER TO PURCHASE ERF 15256 GEORGE (2 TINKTINKIE STREET,  
CONVILLE)**

I/We, .....

(Full name/s)

POSTAL ADDRESS:

.....  
.....  
.....

TELEPHONE NUMBER/S: .....

ID. NUMBER/S: .....  
.....

Tender herewith the amount indicated on the pricing schedule subject to the tender conditions as described in the tender terms of reference.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TENDERER**

**TENDER NUMBER: DPD081/2016**

**OFFER TO PURCHASE ERF 15256 GEORGE (2 TINKTINKIE STREET,  
CONVILLE)**

**PRICING SCHEDULE**

| <b>ADDRESS</b>                        | <b>SIZE</b>       | <b>PRICE</b>   |
|---------------------------------------|-------------------|--|
| 2 Tinktinkie Street, Conville, George | 315m <sup>2</sup> | Upset Purchase Price: R10,000.00 (VAT Excluded)<br><br>R_____ (VAT Excluded) |

Name of Tenderer: \_\_\_\_\_

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

Date: \_\_\_\_\_ 2016.

## 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 13 in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of one hundred and eighty (180) working days commencing from the closing date and time of this tender.

I/we further agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

## ACCEPTANCE

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

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

Name: **MR TREVOR BOTHA**

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

Capacity: **MUNICIPAL MANAGER**

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

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



## TAX CLEARANCE CERTIFICATE

**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 TCC 001 "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 TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 3 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://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 1<sup>st</sup> 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.

# POINT ALLOCATION

|          |  |            |
|----------|--|------------|
| <b>A</b> | <b>Price</b>   | 60         |
| <b>B</b> | <b>Economic Empowerment<br/>(maximum of 40 points)</b> | 40         |
|          | i) HDI   | 25         |
|          | ii) Female   | 10         |
|          | iii) Disability  | 5          |
|          | <b>POINTS</b>  | <b>100</b> |

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2001**

**SALES**

This preference form must form part of all bids invited for the sale and letting of assets. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI's), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 60/40 system for the sale and letting of assets.
- 1.2 The 60/40 system shall be applicable for this bid.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) Specific contract participation goals, as specified in the attached forms.

**1.3.1** The points for this bid are allocated as follows:

|  |           |
|--|-----------|
| <b>1.3.1.1 PRICE</b>                                 | <b>60</b> |
| <b>1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS</b> | <b>40</b> |

**Historically Disadvantaged Individual:**

|   |    |
|---|----|
| (i) who had no franchise in national elections before the 1983 and 1993 Constitutions | 25 |
| (ii) who is female  | 10 |
| (iii) who has a disability  | 5  |

**Total points for Price and HDI's must not exceed 100**

**Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which have been allocated in paragraph 1.3.1.2 above.**

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

- 1.5 The seller 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 seller.

## 2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the sale and letting of assets.
- 2.3 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.4 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.5 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.7 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.8 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen:
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
  - (2) who is a female; and/or
  - (3) who has a disability:  
provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not be a HDI;
- 2.10 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- 2.11 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.12 **“Person”** includes reference to a juristic person.
- 2.13 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.14 **“Small, Medium and Micro Enterprises (SMME’s)”** bears the same meaning assigned to this expression in the National Small Business Act, (1996 No 102 of 1996).
- 2.15 **“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.
- 2.16 **“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. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE**

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDI’s, or in the case of a company, the percentage shares that are owned by individuals classified as HDI’s, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

### **4. ADJUDICATION USING A POINT SYSTEM**

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Points scored will be rounded off to 2 decimal places.
- 4.3 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

### **5. POINTS AWARDED FOR PRICE**

#### **5.1 THE 60/40 PREFERENCE POINT SYSTEMS**

A maximum of 60 points is allocated for price on the following basis:

**60/40**

$$Ps = \left[ 1 + \frac{Pt - Ph}{Ph} \right]$$

Where

- consideration
- Ps = Points scored for price of bid under
  - Pt = Rand value of bid under consideration
  - Ph = Rand value of highest acceptable bid

**6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS**

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

- NEP = Points awarded for equity ownership by an HDI
- NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category
- EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 A consortium of joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

**7. BID DECLARATION**

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

**8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.9 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.6.**

| Ownership | Percentage owned   | Points claimed |
|-----------|--|----------------|
| 8.1       | Equity ownership <b>by persons who</b> had no franchise in the national election | % _____        |
| 8.2       | Equity ownership <b>by women</b>   | % _____        |
| 8.3       | Equity ownership <b>by disabled persons*</b>                                     | % _____        |

\*If points are claimed for disabled persons, indicate the nature of impairment (see paragraph 2.7 above)

**9. DECLARATION WITH REGARD TO EQUITY**

9.1 Name of firm : \_\_\_\_\_

9.2 VAT registration number : \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

**9.4 TYPE OF FIRM**

- Partnership
- One person business / sole trader
- Close corporation
- Company
- Pty Limited

**[TICK APPLICABLE BOX]**

**9.5 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?**

**9.6 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.**

| Name | Date/<br>Position<br>occupied<br>in<br>Enterprise | ID Number | Date RSA<br>Citizenship<br>obtained | *HDI Status                              |       |          | % of<br>business /<br>enterprise<br>owned |
|------|---|-----------|-------------------------------------|--|-------|----------|---|
|      |   |           |                                     | No<br>franchise<br>prior to<br>elections | Women | Disabled |   |
|      |   |           |                                     |  |       |          |   |
|      |   |           |                                     |  |       |          |   |
|      |   |           |                                     |  |       |          |   |

\*Indicate YES or NO

## 9.7 CONSORTIUM / JOINT VENTURE

9.7.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in the respect of the HDI member:

| Name of HDI member (to be consistent with paragraph 9.6) | Percentage (%) of the contract value managed or executed by the HDI member |
|--|--|
| NOT APPLICABLE   | NOT APPLICABLE   |

9.8 I/we the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 8, the contractor may be required to furnish documentary proof to the satisfaction of the seller that the claims are correct.
- (iv) If the claims are found to be incorrect, the seller may, in addition to any other remedy it may have:
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) 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.

\_\_\_\_\_  
SIGNATURE(S) OF BIDDER(S)

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**MEDICAL CERTIFICATE FOR THE CONFIRMATION OF  
PERMANENT DISABLED STATUS**

(To be completed in conjunction with MBD 6.1 if disability status is claimed)

I, \_\_\_\_\_

(*surname and name*), Identity number, \_\_\_\_\_ do

hereby declare that I am a registered medical practitioner, with my practice number

being \_\_\_\_\_, practising at

\_\_\_\_\_

(*physical address*) declare that I have examined Mr/Ms \_\_\_\_\_,

identity number \_\_\_\_\_ and have

found said person to be permanently disabled or having a recurring disability.

“Disability means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being”. – as per Preferential Procurement Policy Framework Act, No 5 of 2000.

The nature of this disability is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**OFFICAL STAMP OF MEDICAL PRACTITIONER**

**DECLARATION OF INTEREST**

|     |  |                        |
|-----|--|------------------------|
| 1.  | 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.   |                        |
| 2.  | In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.  |                        |
| 2.1 | Full Name of bidder or his / her representative:<br>.....<br>2.2 Identity number: .....<br>2.3 Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):<br>.....<br>2.4 Company Registration Number: .....<br>2.5 Tax Reference Number: .....<br>2.6 VAT Registration Number: .....<br>2.7 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. |                        |
| 2.8 | Are you presently in the service of the state?*<br>2.8.1 If yes, furnish the following particulars:<br>Name of person / director / trustee / shareholder member:<br>.....<br>Name of state institution at which you or the person connected to the bidder is employed:<br>.....<br>Position occupied in the state institution:<br>.....<br>Any other particulars: .....<br>.....   | <p><b>YES / NO</b></p> |
| 2.9 | Have you been in the service of the state for the past twelve  |                        |

|                    |   |                 |
|--------------------|---|-----------------|
| 2.9.1              | months?<br>If so, furnish particulars.<br>.....<br>.....  |                 |
| 2.10<br><br>2.10.1 | 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?<br><br>If yes, furnish the following particulars:<br><br>Name of person: .....<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br>.....<br><br>Position occupied in the state institution:<br>.....<br><br>Any other particulars: .....<br>.....                    | <b>YES / NO</b> |
| 2.11<br><br>2.11.1 | 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?<br><br>If yes, furnish the following particulars:<br><br>Name of person: .....<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br>.....<br><br>Position occupied in the state institution: .....<br><br>Any other particulars: .....<br>..... | <b>YES / NO</b> |
| 2.12               | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?   | <b>YES / NO</b> |

|  |   |                 |
|--|---|-----------------|
| 2.12.1   | <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:<br/> .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:<br/> .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p> |                 |
| 2.13   | <p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p>   | <b>YES / NO</b> |
| 2.13.1   | <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:<br/> .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:<br/> .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p> |                 |
| 2.14   | <p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p>  | <b>YES / NO</b> |
| 2.14.1   | <p>If yes, furnish particulars:<br/> .....</p> <p>.....</p>   |                 |
| <p>3. Full details of directors / trustees / members / shareholders:</p> <p><b>THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:</b></p> |   |                 |

| Full Name | Identity Number  | Individual Tax Number for each Director | State Employee Number (where applicable) |
|-----------|--|---|--|
|           |  |   |  |
|           |  |   |  |
|           |  |   |  |
|           |  |   |  |
|           |  |   |  |
|           |  |   |  |
| 4.        | <b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b> |   |  |

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

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

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

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

# **GEORGE MUNICIPALITY PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

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## **General Conditions of Contract**

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

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

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

## 2. Application:

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

## 3. General:

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

## 4. Standards:



- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection:
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights:
- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security:
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:

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

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation:
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services:
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
14. Spare parts:
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty:
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

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

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

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

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

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

22. Penalties:

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

23. Termination for default:

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

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

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

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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



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

35. Prohibition of restrictive practices:

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

## CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the George Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

|   |
|---|
| <b>Tender Number: DPD081/2016</b><br><br><b>Name of the Tenderer:</b> _____ |
|---|

**FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:**

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

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

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

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

(full name in block letters)

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

\_\_\_\_\_  
Signature

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**Please note:**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.**