

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: T/ING/023/2016

TENDER FOR THE MAINTENANCE OF VARIOUS GEORGE MUNICIPAL WATER AND SANITATION INFRASTRUCTURE

ENQUIRIES: MR SIBONELO NINELA / MR HENRY JANSEN
YORK STREET
GEORGE
(044) 801 9261 / 9352

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.:

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, 3 MARCH 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
Specifications, Conditions and Pricing Schedules	13-50
Form 1 - Previous Experience	51
Form 2 – Proposed Key Personnel	52
Form 3 – Schedule of Approach and Methodology/Work Plan	53
Form 4 – Nominated References for Bidder	54-56
The Tender Offer and Acceptance	57-59
MBD2 – Tax Clearance Certificate	60
MBD4 – Declaration of Interest	61-64
MBD5 – Declaration for Procurement Above R10 million	65-66
MBD6.1 – Preference Points Claim form	67-73
MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	74-75
MBD9 – Certificate of Independent Bid Determination	76-78
Certificate for Municipal Services	79
General Conditions of Contract	80-91

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 NUMBER / NOMMER: T/ING/023/2016

Tenders are hereby invited for the **Maintenance of various George Municipal Water and Sanitation Infrastructure**

Tenders word hiermee ingewag vir die **Onderhoud van verskeie George Munisipale Water en Sanitasie Infrastruktuur**

Completed tenders in a sealed envelope, clearly marked:

Voltooide tenders in 'n verseëde koevert, duidelik gemerk:

Tender No. T/ING/023/2016 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, 3 March 2017**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender Nr. T/ING/023/2016 moet voor **Vrydag, 3 Maart 2017** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktooraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

A compulsory information session will be held in the Conference Room, Ground Floor, Civic Centre, 71 York Street, George at 10:00 on Monday, 13 February 2017.

'n Verpligte inligtingsvergadering sal in die Konferensie Kamer, Grond Vloer, Burger Sentrum, 71 Yorkstraat, George om 10:00 op Maandag, 13 Februarie 2017 gehou word.

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

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

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

Tenders will be evaluated as follows:

Tenders sal as volg ge-evalueer en toegeken word:

Stage 1: Pre-Qualification will only be applicable on sections B7 and B8

Fase 1: Voorafbepaalde kriteria sal slegs van toepassing wees op seksies B7 en B8

Only tenderers scoring a minimum of 45 out of 75 points for sections B7 and B8 in stage 1 will be further considered for evaluation in stage 2.

Slegs tenderaars wat 'n minimum van 45 uit 75 punte vir seksies B7 en B8 behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

Stage 2:

Fase 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.

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

For more information, contact Mr Sibonelo Ninela or Mr Henry Jansen at (044) 801 9261 / 9352.

Vir verdere inligting, kontak Mnr Sibonelo Ninela of Mnr Henry Jansen by (044) 801 9261 / 9352.

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

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

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

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

T BOTHA
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

T BOTHA
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE MAINTENANCE OF VARIOUS GEORGE MUNICIPAL WATER AND SANITATION INFRASTRUCTURE

BID NUMBER: T/ING/023/2016

CLOSING DATE: Friday, 3 March 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: _____

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: T/ING/023/2016 – Tender for Maintenance of various George Municipal Water and Sanitation Infrastructure

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: T/ING/023/2016 – Tender for Maintenance of various George Municipal Water and Sanitation Infrastructure

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

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

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

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

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

(Physical Address) _____

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

**SPECIAL CONDITIONS OF TENDER ACCORDING TO THE
GEORGE MUNICIPAL PPPFA POLICY**

1. It will be required from all successful bidders to register on the Central Supplier Database (CSD) at www.csd.gov.za.
2. CSI – Corporate Social Investment – 0.5% of the tender value be paid into MFMA section 12 fund.

SPECIFICATIONS AND CONDITIONS APPLICABLE TO ALL SECTIONS IN THE TENDER

1. CLEANING OF SEWERAGE PUMPSTATIONS

1.1 DESCRIPTION OF SERVICE

1.1.1 The George Municipality has water and sanitation networks including a number of sewer pumpstations, sand traps and boreholes situated in the George municipal area which need regular maintenance by removal of the sewage debris/silt. This sewage debris/silt which accumulates in the pump stations and sand traps must be removed on a regular basis, for ongoing maintenance of the sewer reticulation system.

1.1.2 Contractors will be required to desilt the pump stations at the various locations in the municipal area and then transport this sewage debris/silt to the sewerage treatment plants in the respective area for disposal purposes.

1.2 JETTING AND VACUUM CLEANING OF SEWER PIPELINES

This specification covers the requirements for the routine and emergency cleaning of sewer pipelines including manholes, and cleaning of blocked sewers using high pressure water jetting equipment and vacuum trucks on an "as and when" required basis.

2.1 SERVICING SPECIFICATIONS FOR SEWERAGE DEBRIS REMOVAL

2.1.1 The Tenderer shall be required to advise the municipal representative(s) who are monitoring this contract of the time of arrival on site of the cleaning team to enable the municipal representative(s) to monitor the de-silting operation.

2.1.2 There is no prescribed method for the desilting of the sewage pump stations. The contractor may utilize any mechanical method which achieves the required result. Cleaning operation must be performed with a vehicle with a minimum capacity of 8 cubic meters. The equipment must be able to sustain a free airflow of 1000 litres of free air flows per second. It must have a suitable size flexible suction hose capable of continuous running. Wet or dry material removed should be contained in a sealed container. Debris tank discharge will be in the rear by hydraulically opened door to a minimum discharge angle of 50 degrees.

2.1.3 The use of manual labour only will not be permitted due to the constraints such as volume of sewage debris to be removed, the restrictive size and access of the structures and the time required to complete work. Some manual labour e.g. for setting up equipment, etc. will be required.

- 2.1.4 The Tenderer will be required to shut off the sewage flow into the pump station under supervision of municipal technical representative. This will be accomplished by activating the necessary shut-off valves, hand-stops or inserting inflatable bladders into the pipes.
- 2.1.5 At times during the cleaning process over pumping may be required and the Tenderer will be asked to provide such equipment. The Tenderer must include in his rates for the cost of over pumping.
- 2.1.6 There may be excess sewage liquid trapped in the pump station structure after shutting off the flows which must be pumped back into the sewer system. It shall not be discharged onto open ground or into any storm water system.
- 2.1.7 No inlet works shall be plugged by the Tenderer without the express written or verbal permission of the municipal technical representative who may impose special conditions regarding precautions to be taken. In any event the Tenderer shall be responsible for ensuring that the backing up of sewage does not cause flooding or nuisance.
- 2.1.8 Due to the dangers attached to the use of bladders, the contractor shall provide a safety plan with a method statement to use if bladders are used.
- 2.1.9 The Tenderer shall notify the municipal technical representative immediately of any defects discovered in the wet well during the course of performing the contracted works.
- 2.1.10 After removing excess sewage liquid from the top of the debris, the Tenderer will be required to remove all sand, sludge, debris etc. from the pump station and place this sewage debris into closed containers or vehicles for disposal at the sewerage treatment works (each town has a treatment works).
- 2.1.11 After all the sewage debris/silt has been removed from the pump station; the walls of the structure must be cleaned using high pressure water jetting. When the pump station is clean, the flow must be reinstated by activating the valves or removing of bladders, the cover shall be closed, locked where necessary and the area tidied up.
- 2.1.12 The work must be completed on the day stipulated unless otherwise permitted by the municipality technical representative. No material may be stored overnight on site. Material removed from site must be transported in watertight vessels to prevent spillage. Areas where waste material has been spilt shall be cleared up for removal, washed and disinfected with chloride of lime.
- 2.1.13 A penalty of R5,000.00 per occurrence for any spillage of transported material on public roads will be deducted from any monies due.

2.1.14 The Tenderer will be required to arrange for tipping of all sewage debris with the sewerage treatment plant site management and will be responsible for the sewage/silt sludge material at the plant which include, access and times of tipping, etc.

2.2 SERVICING SPECIFICATIONS FOR CLEANING OF SEWER PIPELINES (JETTING AND VACUUM CLEANING OF SEWER PIPE)

Cleaning Operation:

2.2.1 The sewer cleaning includes the cleaning, unblocking and removal of sand, sediment, fatty deposits, slime, sludge, tree roots and other foreign matter. All silt, debris deposits pipe walls, etc. must be removed completely.

2.2.2 The Tenderer shall consider all, circumstances, type of sewers, age and work environment appropriately and select the appropriate jetting nozzle and flow rate.

2.2.3 Care shall be taken to avoid excessive pressures when using jetting equipment corroded or damaged pipelines to avoid further damage. The minimum press necessary to clean the sewers must be used to avoid any structural damage to the sewer.

2.2.4 All foreign material such as rags, fats, bacteriological slimes, roots, soft encrustations grease shall be removed. The Tenderer shall continuously inspect the remo debris to ensure the correct machine and nozzle is used. A record of the type of debris shall be kept to allow the municipal technical representative to consider certain sewers for proactive cleaning programme. The Tenderer shall specifically record sewers containing sediment, fat, oil and grease build-up.

2.2.5 All material shall be collected by means of a sand-trap, weir, dam, elbow or blocking device in the downstream manhole and the debris shall be removed from the pipeline.

2.2.6 The Tenderer shall not allow cleaning material to pass further than the downstream manhole.

2.2.7 The Tenderer shall implement all the necessary safety measures and provide the lights, guards, fencing and watching necessary for the safety and convenience of the public.

2.2.8 Manholes covers and frames are to be cleaned before closing and the cover properly seated in the frame.

2.2.9 The stationary time of a nozzle shall under no circumstances exceed one minute and where blockages in a single location are problematic, the nozzle shall be moved forwards and backwards to ensure that the stationary time at a fixed point does not exceed one minute.

2.3 Camera Inspection specification

2.3.1 Contractor shall record inspection in a PACP format and the video shall be recorded in an extra-high quality CD/DVD format. The title block shall include the following information:

- Date
- Camera operator's identification (Name, ID number, etc.)
- Sewer segment number. Segment numbers shall be assigned by the Engineer.
- Upstream manhole number.
- Downstream manhole number.
- Size of sewer pipe.
- Pipe material and lining method.
- Direction of movement of camera and direction of normal flow.
- Location of service connections indicated by clock position and with counter distance in feet from beginning manhole's centreline.
- Location (start and end counter distances in meter from the beginning manhole's centreline) and description of obstructions, structural defects, longitudinal and/or circumferential cracking, joints including open and/or offset joints, ovality, leakage or evidence thereof, break in connections, protruding connections, mineral deposits, roots, previous repairs, deposits on pipe walls, sags, and other abnormalities with respect to the sewer's condition with counter distance in feet from the beginning manhole's centreline. Contractor shall use PACP standardized defect codes.
- CAMERA Contractor's log shall contain the same information.

2.3.2 CD/DVD shall visually display, at a minimum, CAMERA Contractor's name, project name, date of inspection, pipe segment number, manhole numbers or lateral lot numbers. The distance between manholes shall be verified by measuring tape. If the counter distance and the taping differ by more than 600mm per 30 meter, the run shall be re-televised by CAMERA Contractor.

2.3.3 CD/DVD shall be maintained and delivered in a hard case, which shall display the project name, project number, date of inspection, manhole segment number(s) inspected, and camera operator's identification. No segment shall be split between two disks. A disk may have multiple segments, so long as an entire section is on one disk. Original disks of all sections will be submitted to the George Municipality as a part of the closeout submittals along with the respective Camera inspection field logs to be reviewed for completeness and soundness of construction.

2.3.4 Acceptance of camera inspection report as described in point 2.3.3.

The Contractor shall present inspection video and inspection logs on CD/DVD disk. A continuous image in complete conformance with these

specifications with a full view of the internal pipe surface is required. Contractor shall re-clean and televise any segment for which the video does not present a clear image of the internal pipe surface at all times, and/or is accompanied by an incomplete inspection log.

2.3.5 Any of but not limited to the following observations shall be considered defects which must listed in inspection log:

- Any bellies in a joint of pipe.
- Joint separations.
- Offset joints.
- Chips in pipe ends.
- Cracked or damaged pipe or evidence of the presence of an external object bearing upon the pipe (rocks, roots, etc.).
- Infiltration.
- Roots.
- Debris or other foreign objects inside of pipe.
- Other obvious deficiencies when compared to approved plans, permits, and/or minimum standards.

2.4 Disposal of Material

The waste material shall be removed and transported to a suitable Waste Water Treatment Works.

3. METHOD STATEMENT

The tender must submit a comprehensive method statement for the removal of the sewage debris/silt from the various pump stations. The preferred Tenderer may be required to demonstrate their operational capability to satisfy the municipality technical representative that he/she is able to undertake the work.

4. HEALTH AND SAFETY

4.1 Occupational Health and Safety Act 1993 (Act No. 85 of 1993)

4.1.1 The Tenderer shall comply with the Occupational Health and Safety Act 1993 (Act no. 85 of 1993) and in particular with its Construction Regulations of 2014.

4.1.2 It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are “end product specifications” and not” method specifications”. As the method of construction to be used are generally determined by the Service Provider, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Tenderer shall apply all the relevant safety requirements to the work methods and materials used.

4.2 Factories, Machinery and Building Work Act of 1941

All equipment provided and used and all work carried out under this Contract shall meet the requirements of the Occupational Health Safety Act and those Regulations under the Factories, Machinery and Building Work Act of 1941 still remaining in force.

4.3 Protective Equipment

4.3.1 The Tenderer shall provide all his/her workers with all necessary protective clothing for use at all time when in direct contact with the sewage debris/silt material and shall ensure that, at least, the following list of personnel protective equipment is in general use:

- 4.3.1.1 Safety harnesses for working in confined spaces.
- 4.3.1.2 Breathing apparatus for toxic gases and oxygen deficient areas.
- 4.3.1.3 Hard hats where required.
- 4.3.1.4 Gas detectors.
- 4.3.1.5 Gloves for cut resistance.
- 4.3.1.6 Ear muffs or ear plugs for noise from machines.
- 4.3.1.7 Overalls for body protection.
- 4.3.1.8 Safety shoes/boots with steel toe caps for foot protection.
- 4.3.1.9 Waders and waterproof jackets.
- 4.3.1.10 Hazardous gasses

4.3.2 All Service Providers who will be working with live sewers shall be required to observe those sections of the OHS Act and Regulations which deal with working in confined spaces and dealing with hazardous gasses. All manholes and sewers pump stations shall be tested for hazardous gasses before entering such, and on a continuous basis to ensure worker safety. The Tenderer shall ensure that the necessary functional gas testing equipment is available on site at all times. Breathing apparatus shall be available as and required.

4.4 Vaccination certificates

The successful Contractor(s) will also be required to provide proof of applicable vaccination certificates before issuing of any purchase order, as preventative measure to ensure the health and safety of all field employees.

4.5 Safety Plan

A comprehensive Safety Plan must be submitted with the tender document indicating the activity of the various members in the teams for the operation.

5. PERSONNEL

5.1 The Contractor's approved representative for cleaning shall be in attendance during all cleaning operations.

5.2 **Tenderers shall attach a list of employees to be employed for this contract indicating experience in work of a similar nature to that for**

which their tender is submitted for evaluation purposes.

6. VEHICLES AND EQUIPMENT

6.1 Roadworthy, license and identification

6.1.1 All vehicles to be used for this contract are to be roadworthy and licensed for use on public roads at all times and must make provisions for the safe and lawful transportation of workers. Those vehicles used to transport debris removed from sewers must be able to do so in a safe and none-offensive manner and must have the Contractor's name and telephone number prominently displayed. All vehicles to be used for this contract must conform to the Road Traffic Act RTA, Act 93 of 1996. Copies of proof of licensing and the ownership should be submitted along with your tender document.

6.1.2 All vehicles, equipment and containers used on this contract must be in a serviceable condition and must be readily available for inspection by the Director: Civil Engineering Services to ensure that it complies with the specification and must meet with the approval of the employer.

6.1.3 The vehicle and equipment shall be owned by the tenderer. Proof of registration must be attached to the tender document. If the proof thereof are not attached, your tender for the specific item will not be considered for evaluation.

6.2 Extreme care must be taken to prevent any spillage and suitable tools shall be available to immediately clean up any spillage.

6.3 The Tenderer shall attach the list of vehicles and equipment to be used for the execution of the tender to his/her tender document for evaluation purposes. The municipality reserves the right to inspect the proposed equipment to be used.

7. AVAILABLE FACILITIES

7.1 Facilities

No toilet, water, electricity or storage facilities are available and the Tenderer is to make his own arrangements with regard thereto.

7.2 Access

Contractors shall be allocated a key to access the various pump stations where work should be carried out. Each contractor shall be held liable for the safe keeping of these keys and any loss or damages shall be the contractors' responsibility to repair and replace.

When the contractor takes over these sites, the contractor must take care of it and is responsible for any loss or damages on the site, including material brought onto site for the work to be done.

7.3 Water Supply

The Tenderer shall make his/her own arrangements for the supply of water for the desilting operation. Only municipal metered standpipes may be used and these can be obtained from the municipality against a deposit. Applicable tariffs will be levied for water consumption.

8. STANDARD OF WORKMANSHIP

8.1 Previous experience

Tenders will only be considered from Contractors who have had adequate previous experience in comparable works. **The Tenderer shall attach a comprehensive list of projects of work of a similar nature previously executed to his/her tender document for evaluation purposes.**

9. GENERAL

9.1 Awarding of tender

The municipality may award the sections in the tender separately or as a whole to one contractor.

9.2 Evaluation

The tenders will be evaluated using the rates tendered in the pricing schedule. Quantities in the tender document will be used for evaluation purposes only.

9.3 Supply all equipment

Contractors are to supply all equipment required to undertake and complete the work as specified and no additional payments will be entertained, except where specifically indicated differently.

9.4 Damage to infrastructure

The apparatus and methods used shall not cause any damage to pipes, manholes, property or fixtures and any damage as may be caused will be repaired by the municipality at the Service Provider's expense.

9.5 Cease work

The municipality representative may instruct the Tenderer to cease work if the desilting method is deemed to be unsatisfactory, a danger or inconvenience to the public.

9.6 Communication

The Tenderer is to provide his supervisory and operational staff with cellular phone for communication and contact purposes for the duration of the contract.

9.7 Identification

The Tenderer shall provide all his/her staff with uniforms for identification purposes. Identification cards or tags would be an added benefit for monitoring purposes.

9.8 Office Hours

Office Hours are 07h45 to 16h30 on weekdays for administration purposes. Lunch breaks will not be considered part of office hours, and will not be paid accordingly.

9.9 Information to be recorded

The Tenderer shall keep record and submit with every invoice the quantity of sand grit/debris removed from each pump station/sand trap.

9.10 Work (Job card) approval

With regards to items B7 and B8, the appointed contractor will be required to submit a preliminary report, for work for approval, detailing all required repair and / or replacement work.

The successful contractor should take note that, if required, a second opinion may be obtained regarding repair or replacement work, before work commences.

9.11 Signing off of de-silting task

The Tenderer shall, prior to departure from site, advise the relevant municipal representative of completion of the de-silting task. The municipal representative will have sole discretion if the work has been completed satisfactorily and will be required to sign off the worksheet for the de-silting task.

10. COMMENCEMENT OF WORK

10.1 NO work may start without an official **Purchase Order** notification for the type of work to be done by the Tenderer (except after hours – official order to be provided within 1 working day).

10.2 Under normal situations the appointed contracts will be required to have all resources (labour, plant and equipment) on site **within 3 days** after the issuing of an official order. But in case of emergency, the appointed contractor will be required to respond / react, with the necessary

resources, within 24 hours of notification. Notification / instruction in terms of this clause, relating to emergency work will be done by means of an official email.

10.3 The start time for work shall be when the Contractor has already established on site and is ready to commence with the work. The end time being the time when the last load of debris/sewerage has been disposed of, and the work area cleaned.

11. PENALTIES

Should the Tenderer fail to respond within the time as set out in item 10, a penalty equal to R3,000.00 per day will be deducted from any monies due, for each day in breach.

12. SUBMISSION OF INVOICES

The invoice must clearly state the municipal official order number, tender number, location where service was provided and be accompanied by a copy of the signed off work sheet by the municipal representative, failing which no payment will be made.

13. PRICING INSTRUCTIONS:

13.1 All rates shall be tendered excluding VAT.

13.2 All rates shall be tendered in accordance with the unit specified in this schedule.

13.3 All rates tendered must include all expenses, disbursements and costs (e.g. transport, overheads, establishment, accommodation, all occupational health and safety aspects, etc.) that may be required in and for the execution of the work described in the specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contracts as well as overhead charges and profit (in the event that the tender is successful). All rates will be final and binding.

14. TENDER PERIOD

The tender period shall be from date of appointment for a period three (3) years.

15. ESCALATION

Tenderer shall supply a rate for year 1, whereafter the escalation formula will be applicable on year 2 and year 3 as per General Conditions of Contract for Construction Work, Third Edition (2015).

16. COMPULSORY CLARIFICATION MEETING

Prospective tenderers must attend the compulsory site clarification meeting to familiarize themselves with all aspects of the service to be provided. Details of the meeting are stated in the tender advertisement. Non-attendance of the clarification meeting will cause the tender to be non-responsive.

17. PRE-QUALIFICATION

PRE-QUALIFICATION IS ONLY APPLICABLE ON SECTIONS B7 AND B8.

Stage 1: Pre-Qualification:

The criteria indicated in the Pre-Qualification will be used to calculate points for the quality of Bidders and Bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned.

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.

17.1 Tenderers will be allocated a quality score out of 75 in terms of the Quality Scoring Evaluation Criteria Table below. The score for quality will be determined by the Employer, as evidenced by the documentation provided with the tender. No correspondence will be entered into with tenderers in sourcing documentation to enable and/or substantiate claims for evaluation points.

17.2 The **minimum** quality score required is 45 points or 60%. Tenderers who do not obtain this minimum score will not be considered responsive and their tender will not be evaluation further.

17.3 The tenderer must complete the following schedules to obtain quality points.

17.4 PRE-QUALIFICATION CRITERIA

Item	Description of quality criteria	Maximum Points available	Points awarded
1	Bidder's required expertise	15	
2	Staff and personnel	20	
3	Understanding of the terms of reference/brief	20	
4	Track record	20	

17.4.1 Bidder's required expertise

17.4.1.1 Local and Regional expertise of Bidder to execute projects

Max 15 pts

The Bidder's experience of local conditions and knowledge, within Western Cape in order to execute a similar project is hereby evaluated. A detailed summary list must be provided with the Bidder submission, to **Form 1: Schedule of Work Carried Out by Tenderer**, which must have sufficient detail to indicate specific projects which were completed by the Bidder. **Table 1 will be applicable.**

Table 1: Local and Regional expertise		
Description	No of projects	Points awarded
Excellent	5 or more projects	15
Good	3 projects	10
Fair	2 project	5
Poor	No project	0

17.4.1.2 Staff and personnel

Max 20 pts

The Bidder's key personnel's experience in projects relating to this discipline. Proven experience in the applicable required field in order to execute these types of project is hereby evaluated. . The evaluation will include the proposed qualification, and number of applicable years' experience. Proof of qualifications and experience (CV), for projects of similar nature, must be attached to **Form 2: Proposed Key Personnel** and must clearly indicate the qualification and also experience over the past 10 years. **Table 2 & 3 will be applicable.**

Table 2: Staff and personnel	
Team member description	Points awarded
Contract manager	10
Operator/s	10

Table 3: Years' experience	
Applicable years' experience	% of point allocated
10 years	100
7-10 years	80
5-7 years	60
3-5 years	40
< 3 years	20

17.4.2 APPROACH AND METHODOLOGY

Max 20 pts

17.4.2.1

Understanding of the terms of reference/brief

5 pts

The Bidder is hereby requested to state, in brief summary, their understanding of the scope of works. Unclear or blank statements will result in zero points being allocated. Statements must be attached to **Form 3: Schedule of Approach and Methodology. Table 4 & 5 will be applicable.**

Table 4: Understanding of the terms of reference/brief	
Level of understanding	Points awarded
Good	5
Partly	2
Poor	0

17.4.2.2 Approach and work plan

15 pts

The Bidder is hereby requested to state, in brief summary their approach with reference to labour and/or cost reducing construction alternatives for the applicable project. Statement should be attached to **Form 3: Schedule of Approach and Methodology.**

Table 5: Approach and work plan	
Level of approach	Points awarded
Unique and innovative	5
Workable	3
Not Acceptable	0

17.4.3 TRACK RECORD

Max 20 pts

The Bidder is hereby requested to provide a minimum of 3 contactable references. The references should complete, score and sign **Form 4: Reference letter** and return the document directly to the listed person. Only documents that have been sworn and are accompany with an official company letter / signed affidavit, declaring the contactable reference was indeed the person handling the contract administration on the listed project, will be considered. Any documentation received via the bidder in this regard will not be considered. Point for Track record will be allocated as indicated in tables 6 to 10.

17.4.3.1 Completion of quotation on time
Was quotation completed on time?

4 pts

Table 6: QUOTATION

Completion of quotation	Points awarded
Was the required quotation supplied within the specified timeframe?	Yes = 2 No = 0
Was the quotation submitted sufficiently specified and transpired?	Yes = 2 No = 0

- 17.4.3.2 Quality of work** **4 pts**
 Was the work requested complete to expectation and give clear recommendations?

Table 7: QUALITY OF WORK	
Quality of work completed	Points awarded
Excellent initial expectations	4
Met expectations	2
Slightly below	1
Did not meet expectations	0

- 17.4.3.2 Completion of work within budget** **4 pts**
 Was the work executed within the approved budget?

Table 8: COMPLETION OF WORK	
Completion of work within budget	Points awarded
Within or under budget	Yes = 4 No = 0

- 17.4.3.3 End Product** **4 pts**
 Did the bidder complete the work / project quoted, within the specified timeframe?

Table 9: END PRODUCT	
Quality of End Product	Points awarded
Did the bidder complete the work / project quoted, within the specified timeframe?	Yes = 4 No = 0

- 17.4.3.4 Transparency and openness on progress reporting** **4 pts**
 Was the invoice supplied in line with the approved / agreed quotation?

Table 10: TRANSPARENCY AND OPENNESS ON PROGRESS REPORTING	
Quality of Invoicing	Points awarded
Was the invoice supplied in line with the approved / agreed quotation?	Yes = 4 No = 0

18. EVALUATION

Each of the sections will be evaluated separately. Bidders MUST complete all the rates in each line and column for every section to be considered for evaluation for the section. If all the rates are not completed in a section, your tender will not be considered for evaluation.

The sections will be awarded as follows:

Section A1 – will be awarded to only one tenderer.

Section A2 - will be awarded to only one tenderer.

Section B1 - might be awarded to one or two tenderers (one from the George area and one from the Uniondale/Haarlem area).

Section B2 - will be awarded to only one tenderer.

Section B3 - will be awarded to only one tenderer.

Section B4 - will be awarded to only one tenderer.

Section B5 - might be awarded to one or two tenderers (one from the George area and one from the Uniondale/Haarlem area).

Section B6 - might be awarded to one or two tenderers (one from the George area and one from the Uniondale/Haarlem area).

Section B7 - will be awarded to only one tenderer. **Pre-Qualification scoring is applicable on this section.**

Section B8 - will be awarded to only one tenderer. **Pre-Qualification scoring is applicable on this section.**

The quantities added to each of the sections will only be used for evaluation purposes.

Claims for kilometres travelled will only be applicable from George.

SPECIFICATIONS AND PRICING SCHEDULES

TREATMENT PLANTS AND NETWORK MAINTENANCE

Section A1 - Unblock pipeblockages with Jetting equipment

Conditions for Section A1:

- The contractor must be in possession of the necessary equipment to clean and unblock sewerlines: a suitable LDV (light delivery vehicle), High pressure Jet Machine and Water tank.
- Section A1 will be awarded to only one tenderer.

Description	Unit	Qty.	Rate	Amount
1.1 <u>Jet of lines (high pressure, minimum 200kPA).</u> <u>Rate must include all safety equipment</u>				
a) 160mm Ø to 450mm Ø	m	1000		
b) 160mm Ø to 450mm Ø (after hours)	m	1000		
1.2 <u>Jet (high pressure, minimum 200kPA) and</u> <u>vacume of lines. Rate must include all safety</u> <u>equipment</u>				
a) 160mm Ø to 450mm Ø	m	1000		
b) 160mm Ø to 450mm Ø (after hours)	m	1000		
1.3 Camera inspection (information to be submitted in suitable electronic format)	m	500		
1.4 Removal of all material from sewer blockages	m ³	10		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

TREATMENT PLANTS AND NETWORK MAINTENANCE

Section A2 - Trace and uncover existing manholes

Conditions for Section A2:

- The contractor must be in possession of the necessary equipment to unblock sewer blockages: Drain Rods and a suitable LDV (light delivery vehicle) to perform the work.
- Section A2 will be awarded to only one tenderer.

Description	Unit	Qty.	Rate	Amount
2.1 To trace, open and uncover existing manholes (remove vegetation) and cleaning of rivers where sewer spillages occurs and injection of herbicides around manholes (sewer chemicals, herbicides will be supplied by George Municipality)	Hour	40		
2.2 Install manhole cover and frames (labour only)	Each	10		
2.3 Unblock sewer blockages	Each	10		
2.4 Cleaning of sewer lines	m	1000		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B1 – Cleaning of Pumpstations (SUMPS) and treatment plants

Conditions for Section B1:

- The contractor must be in possession of the necessary equipment to clean pumpstations: a Super-sucker and Tipper Truck to remove surplus material.
- The Super-sucker and Tipper Truck must be equipped with a tracker device.
- Previous experience, reference of work and contact details of references must be provided and attached to this tender document.
- Section B1 might be awarded to one or two tenderers (one from the George area and one from the Uniondale/Haarlem area).

Description	Unit	Qty.	Rate	Amount
1.1 Cleaning of pump stations, catch pits and sand channels (rate must include all safety equipment)	m ³	100		
1.2 Disposal of Waste material from pump stations, catch pits and sand channels 0 – 7000 litre	R/km	100		
1.3 Disposal of Waste material from pump stations, catch pits and sand channels: After hours 0 – 7000 litre	R/km	100		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B2 – Cleaning of Septic Tanks and Conservancy Tanks

Conditions for Section B2:

- The contractor must be in possession of the necessary equipment to clean pumpstations: a Honey-sucker and Tipper Truck to remove surplus material.
- The Honey-sucker and Tipper Truck must be equipped with a tracker device.
- Section B2 will be awarded to only one tenderer.
- Previous experience, reference of work and contact details of references must be provided and attached to this tender document.

Description	Unit	Qty.	Rate	Amount
2.1 Cleaning of septic tanks and conservancy tanks (rate must include all safety equipment)	m ³	100		
2.2 Disposal of Waste material from septic tanks and conservancy tanks 0 – 7000 litre	R/km	100		
2.3 Disposal of Waste material from septic tanks and conservancy tanks: After hours 0 – 7000 litre	R/km	100		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B3 – Cleaning of Containers (Drums) at Pumpstations

Conditions for Section B3:

- The contractor must have a 3m³ to 6m³ Tipper truck which must be sealed so that no sewerage can spill or leak and ownership of this truck MUST be attached to the tender document.
- The Tipper Truck must be equipped with a tracker device.
- If JCB will be hired by contractor, please provide the municipality with the written agreement – MUST be attached to the tender document.
- Allowed process ± 3 days to clean all pump stations.
- Cleaning will be done on request of the Engineer, and contractor will be issued with a written instruction.
- Equivalent container size to be 140l.
- Section B3 will be awarded to only one tenderer.

Description	Unit	Qty.	Rate	Amount
3.1 Cleaning of containers at pump stations	per container	15		
3.2 Remove material and dispose at suitable site	R/km	100		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B4 – Cutting of Grass

Conditions for Section B4:

- The contractor must have a suitable LDV (light delivery vehicle) to perform this work.
- Tenderer must have at least one non-electrical lawnmower and one non-electrical weed-eater to do the work.
- Section B4 will be awarded to only one tenderer.

Description	Unit	Qty.	Rate	Amount
4.1 All including rate for the mowing of grass and removing of surplus material at pump stations and applying herbicides around pump stations (herbicides will be supplied by George Municipality)	per m ²	100		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B5 – General Maintenance Work

Conditions for Section B5:

- The contractor must have a suitable LDV (light delivery vehicle) to perform this work.
- The LDV (light delivery vehicle) must be equipped with a tracker device (only applicable to non-Uniondale/Haarlem appointment).
- Section B5 might be awarded to one or two tenderers (one from the George area and one from the Uniondale/Haarlem area).

Description	Unit	Qty.	Rate	Amount
5.1 Repair and replace existing fences (labour only)	m	100		
5.2 Installing of flat wrap (labour only)	m	100		
5.3 <u>Remove and install poles at fences</u>				
5.3.1 Pole 1.8m (labour only)	each	15		
5.3.2 Pole 2.2m (labour only)	each	15		
5.4 Tariff for travelling from George to and from pump stations in Uniondale and Haarlem Only applicable if a non-local Uniondale or Haarlem contractor is appointed.	per km	260		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B6 – Cleaning of Pumpstations (when it overflows)

Conditions for Section B6:

- The contractor must have a suitable LDV (light delivery vehicle) to perform this work.
- The LDV (light delivery vehicle) must be equipped with a tracker device (only applicable to non-Uniondale/Haarlem appointment).
- Section B6 might be awarded to one or two tenderers (one from the George area and one from the Uniondale/Haarlem area).

Description	Unit	Qty.	Rate	Amount
6.1 Cleaning of pump stations when it overflows	Hour	8		
6.2 Tariff for travelling from George to and from pump stations in Uniondale and Haarlem Only applicable if a non-local Uniondale or Haarlem contractor is appointed.	per km	260		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B7 – Servicing and Repair of Pumps and Switchgear (Pump stations and treatment plants)

Stage 1: Pre-Qualification:

The criteria indicated in the Pre-Qualification will be used to calculate points for the quality of Bidders and Bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned.

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.

Conditions for Item B7:

- All electrical work MUST be done by a qualified electrician. Proof of the qualification MUST be attached to this tender document. If an electrician will be sub-contracted by the bidder, the agreement between the bidder and electrician MUST be attached to this tender document.
- Tenderer must have a suitable 4x4 LDV (light delivery vehicle) and a suitable block and tackle.
- Tenderer must have a workshop and testing facilities. This workshop and testing facilities will be inspected by the Director: Civil Engineering Services before an award for this item will be made.
- Previous experience, reference of work and contact details of references must be provided and attached to this tender document.
- Section B7 will be awarded to only one tenderer.
- Test Reports must be supplied with every job card.

Description	Unit	Qty.	Rate	Amount
1. <u>Labour:</u>				
1.1 Normal hours	hour	8		
1.2 After hours	hour	4		
2. Clean float switches or ultrasonic	station	200		
3. Clean Maserator	station	10		
STANDARD MAINTENANCE OF SUBMERSIBLE PUMPSTATION				
4. <u>Pull pump from installed position in sump, inspect pump (bearing, oil, volute and impeller) and reinstall after repairs:</u>				
2.2 kW	Pump	4		
2.6 kW	Pump	11		
2.9 kW	Pump	2		
3.5 kW	Pump	8		
4 kW	Pump	2		
5 kW	Pump	17		

5.5 kW	Pump	2		
6 kW	Pump	2		
6.4 kW	Pump	2		
7.5 kW	Pump	2		
8.4 kW	Pump	2		
9 kW	Pump	12		
13 kW	Pump	6		
20 kW	Pump	17		
22 kW	Pump	2		
29 kW	Pump	2		
30 kW	Pump	2		
34 kW	Pump	2		
42 kW	Pump	4		
48 kW	Pump	22		
5. Supply and fit of new volute:				
2.2 kW	Pump	4		
2.6 kW	Pump	11		
2.9 kW	Pump	2		
3.5 kW	Pump	8		
4 kW	Pump	2		
5 kW	Pump	17		
5.5 kW	Pump	2		
6 kW	Pump	2		
6.4 kW	Pump	2		
7.5 kW	Pump	2		
8.4 kW	Pump	2		
9 kW	Pump	12		
13 kW	Pump	6		
20 kW	Pump	17		
22 kW	Pump	2		
29 kW	Pump	2		
30 kW	Pump	2		
34 kW	Pump	2		
42 kW	Pump	4		
48 kW	Pump	22		
6. Rewind and supply new xlisons:				
2.2 kW	Pump	4		
2.6 kW	Pump	11		
2.9 kW	Pump	2		
3.5 kW	Pump	8		
4 kW	Pump	2		
5 kW	Pump	17		
5.5 kW	Pump	2		
6 kW	Pump	2		
6.4 kW	Pump	2		
7.5 kW	Pump	2		
8.4 kW	Pump	2		
9 kW	Pump	12		

13 kW	Pump	6		
20 kW	Pump	17		
22 kW	Pump	2		
29 kW	Pump	2		
30 kW	Pump	2		
34 kW	Pump	2		
42 kW	Pump	4		
48 kW	Pump	22		
7. <u>Supply and fit new bearings:</u>				
2.2 kW	Pump	4		
2.6 kW	Pump	11		
2.9 kW	Pump	2		
3.5 kW	Pump	8		
4 kW	Pump	2		
5 kW	Pump	17		
5.5 kW	Pump	2		
6 kW	Pump	2		
6.4 kW	Pump	2		
7.5 kW	Pump	2		
8.4 kW	Pump	2		
9 kW	Pump	12		
13 kW	Pump	6		
20 kW	Pump	17		
22 kW	Pump	2		
29 kW	Pump	2		
30 kW	Pump	2		
34 kW	Pump	2		
42 kW	Pump	4		
48 kW	Pump	22		
8. <u>Supply and Fit new mechanical seal and pump seals, clickson:</u>				
2.2 kW	Pump	4		
2.6 kW	Pump	11		
2.9 kW	Pump	2		
3.5 kW	Pump	8		
4 kW	Pump	2		
5 kW	Pump	17		
5.5 kW	Pump	2		
6 kW	Pump	2		
6.4 kW	Pump	2		
7.5 kW	Pump	2		
8.4 kW	Pump	2		
9 kW	Pump	12		
13 kW	Pump	6		
20 kW	Pump	17		
22 kW	Pump	2		
29 kW	Pump	2		
30 kW	Pump	2		

34 kW	Pump	2		
42 kW	Pump	4		
48 kW	Pump	22		
9. Supply and fit new diaphragm rubber and oil sensor:				
2.2 kW	Pump	4		
2.6 kW	Pump	11		
2.9 kW	Pump	2		
3.5 kW	Pump	8		
4 kW	Pump	2		
5 kW	Pump	17		
5.5 kW	Pump	2		
6 kW	Pump	2		
6.4 kW	Pump	2		
7.5 kW	Pump	2		
8.4 kW	Pump	2		
9 kW	Pump	12		
13 kW	Pump	6		
20 kW	Pump	17		
22 kW	Pump	2		
29 kW	Pump	2		
30 kW	Pump	2		
34 kW	Pump	2		
42 kW	Pump	4		
48 kW	Pump	22		
10. Supply and fit new pumps complete:				
RW 2112 DD-V 2.2 kW	Pump	4		
RW 2120 BE-V 2.6 kW	Pump	11		
RW 2130 DG-V 2.9 kW	Pump	2		
RW 2130 DG-V 3.5 kW	Pump	8		
RW 2120 BH-V 4 kW	Pump	2		
RW 4030 DJ-V 5 kW	Pump	17		
RW 4040/5.5 4 5.5 kW	Pump	2		
RW 4030 DL-V 6 kW	Pump	2		
RW 4041/7.5 7.5 kW	Pump	2		
RW 4032 BR-V 9 kW	Pump	12		
RW 6130 JE-V 13 kW	Pump	6		
RW 6130 JE-V 20 kW	Pump	17		
EPS 8.200 22 kW	Pump	2		
RW 6130 JG-V 29 kW	Pump	2		
EPS 150.32 30 kW	Pump	2		
RW 6141 LI-V 34 kW	Pump	2		
RW 6130 JL-V 48 kW	Pump	22		
11. Overhaul of aerators-motors:				
11.1 Vertical aerators	motor	14		
11.2 Horizontal aerator	motor	4		
11.3 Mixes	motor	14		
12. Supply and fit new cable/s:				

4 Core 1.5 mm ²	meter	10		
7 Core 1.5 mm ²	meter	10		
4 Core 2.5 mm ²	meter	10		
7 Core 2.5 mm ²	meter	10		
4 Core 4.0 mm ²	meter	10		
7 Core 4.0 mm ²	meter	10		
4 Core 6.0 mm ²	meter	10		
4 Core 10 mm ²	meter	10		
4 Core 16 mm ²	meter	10		
13. <u>Supply and fit new impellor, balance and cut to size:</u>				
2.2 kW	pump	4		
2.6 kW	pump	11		
2.9 kW	pump	2		
3.5 kW	pump	8		
4 kW	pump	2		
5 kW	pump	17		
5.5 kW	pump	2		
6 kW	pump	2		
6.4 kW	pump	2		
7.5 kW	pump	2		
8.4 kW	pump	2		
9 kW	pump	12		
13 kW	pump	6		
20 kW	pump	17		
22 kW	pump	2		
29 kW	pump	2		
30 kW	pump	2		
34 kW	pump	2		
42 kW	pump	4		
48 kW	pump	22		
14. <u>Supply and fit new VSD:</u>				
2.2 kW	unit	4		
2.6 kW	unit	11		
2.9 kW	unit	2		
3.5 kW	unit	8		
4 kW	unit	2		
5 kW	unit	17		
5.5 kW	unit	2		
6 kW	unit	2		
6.4 kW	unit	2		
7.5 kW	unit	2		
8.4 kW	unit	2		
9 kW	unit	12		
13 kW	unit	6		
20 kW	unit	17		
22 kW	unit	2		
29 kW	unit	2		

39 kW	unit	2		
34 kW	unit	2		
42 kW	unit	4		
48 kW	unit	22		
15. Supply and fit of GSM commander	unit	5		
16. Supply and fit GSM line filter	unit	50		
17. Reprogramming of GSM	unit	50		
17. Supply and fit of 12 volt battery	unit	50		
19. Reprogramming of ultrasonic	unit	20		
20. Supply and fit of mobrey, control sensor, brackets and transmitter	unit	75		
21. Supply and fit of new terminal box	unit	75		
22. Supply and fit new coupler	unit	75		
23. Supply and fit new seal housing	unit	75		
24. <u>Supply and fit new joint (per item):</u>				
24.1 V65	unit	2		
24.2 V80	unit	2		
24.3 V100	unit	2		
25. <u>Supply and fit new couplings adapter (per item):</u>				
25.1 V65	unit	1		
25.2 V80	unit	1		
25.3 V100	unit	1		
26. <u>Supply and fit new Galvanised Chain and Shackle per meter (including 1 shackle):</u>				
26.1 6mm	m	10		
26.2 8mm	m	10		
26.3 10 mm	m	10		
27. <u>Supply & fit new control panels complete:</u>				
2.2 kW	switch gear	4		
2.6 kW	switch gear	11		
2.9 kW	switch gear	2		
3.5 kW	switch gear	8		
4 kW	switch gear	2		
5 kW	switch gear	17		
5.5 kW	switch gear	2		
6 kW	switch gear	2		
6.4 kW	switch gear	2		
7.5 kW	switch gear	2		
8.4 kW	switch gear	2		
9 kW	switch gear	12		
13 kW	switch gear	6		
20 kW	switch gear	17		
22 kW	switch gear	2		
29 kW	switch gear	2		
30 kW	switch gear	2		
34 kW	switch gear	2		
42 kW	switch gear	4		
48 kW	switch gear	22		

FAULT FINDING OR BREAKDOWN CALLOUT				
28. <u>Supply and fit new guide bars:</u>				
28.1 V65	set	20		
28.2 V80	set	20		
28.3 V100	set	20		
29. <u>Supply and fit new top guide bar bracket:</u>				
29.1 V65	set	20		
29.2 V80	set	20		
29.3 V100	set	20		
30. <u>Supply and fit new bottom guide bar bracket:</u>				
30.1 V65	item	20		
30.2 V80	item	20		
30.3 V100	item	20		
31. <u>Supply and fit new non return valve:</u>				
31.1 3 " non rising spindle	item	20		
31.2 4 " non rising spindle	item	20		
32. <u>Supply and fit new shutt off valve:</u>				
32.1 3 " non rising spindle	item	20		
32.2 4 " non rising spindle	item	20		
33. Supply and fit shaft, mono flow rotor and stator	set	2		
STANDARD MAINTENANCE OF CENTRIFUGAL PUMP AND MOTOR				
34. Disconnect, inspect motor, strip, bake, clean volute and impeller, lubricate bearings, assemble and reinstall (repair work as following listed items)	pump	264		
35. <u>Rewind and install thermistors per kW (2-, 4- pole):</u>				
0.25 kW	pump	4		
0.37 kW	pump	11		
0.55 kW	pump	2		
0.75 kW	pump	8		
1.1 kW	pump	2		
1.5 kW	pump	17		
2.2 kW	pump	2		
3 kW	pump	2		
4 kW	pump	2		
5.5 kW	pump	2		
7.5 kW	pump	2		
11 kW	pump	12		
15 kW	pump	6		
17.5 kW	pump	17		
22 kW	pump	2		
30 kW	pump	2		
37 kW	pump	2		
45 kW	pump	2		

55 kW	pump	4		
75 kW	pump	2		
90 kW	pump	3		
110 kW	pump	2		
160 kW	pump	2		
175 kW	pump	2		
200 kW	pump	2		
220 kW	pump	2		
36. <u>Supply and fit new bearings per motor (2-, 4- pole):</u>				
63	set	20		
71	set	20		
80	set	20		
90	set	20		
112	set	20		
132	set	20		
160	set	20		
170	set	20		
200	set	20		
225	set	20		
250	set	20		
280	set	20		
315	set	20		
37. Supply, fit and new valves	valve	20		
38. Setting of valves	valve	20		
39. Reinstall motor and check valves	motor	264		
40. Reinstall pump and check valves	pump	264		
41. Vibration of bearing test on pumps	pump	264		
42. Vibration of bearing test on motor	motor	264		
43. Thermal report, cleaning, service of switchgear and application of herbicides (herbicides will be supplies by George Municipality)	switchgear	264		
44. Tariff for travelling to and from pump stations in Uniondale and Haarlem: Only applicable if a non-local Uniondale or Haarlem contractor is appointed	km	260		
STANDARD MAINTENANCE OF BOREHOLES				
45. <u>Complete rate for disconnect, removing pump from installed position, inspect and reinstall after repair work:</u> Borehole GBHE no. 3 (Installation depth 95m)	No	1		
Borehole GBHE no. 15 (Installation depth 125m)	No	1		
Borehole GBHE no. 16 (Installation depth 95m)	No	1		
46. <u>Supply and fit new submersible borehole</u>				

<u>pumps set comprising pump, electrical motor and built-in non-return valve complete:</u> Aquanox Grundfos Pump QFN 50/13 (11kW) Pump duty: 7.0L/s @ 96,0m Mpeller Diameter: 94mm (304 S/Steel) Discharge Diameter: 80mm Pump speed: ±2850 RPM	No	1		
Aquanox Grundfos Pump QFN 50/17 (15kW) Pump duty: 8.0L/s @ 130.5m Mpeller Diameter: 94mm (304 S/Steel) Discharge Diameter: 80mm Pump speed: ±2850 RPM	No	1		
Aquanox Grundfos Pump QFN 75/13 (22kW) Pump duty: 12,0L/s @ 122.5m Mpeller Diameter: 94mm (304 S/Steel) Discharge Diameter: 80mm Pump speed: ±2850 RPM	No	1		
47. <u>Supply and fit new flange valves (10 Bar) complete:</u> Ø 100mm swing type non-return valves	No	1		
Ø 80mm swing type non-return valves	No	2		
Ø 100mm gate valves	No	1		
Ø 80mm gate valves	No	2		
48. <u>Supply and fit new double action air release flange valve complete with isolation valve:</u> Ø 50mm	No	3		
49. Supply and fit new 100mm stainless steel pressure gauges complete with isolation valve	No	3		
50. <u>Supply, replace and connect HDPE pipe, complete:</u> 25mm HDPE, Class 6 minimum	m	10		
32mm HDPE, Class 6 minimum	m	10		
40mm HDPE, Class 6 minimum	m	10		
51. Supply and fit new Ø 100mm flange flow meter complete	No	3		
52. Fit Ø 100mm flange non-mechanical flow meter complete: Meter to be supplied by George Municipality	No	3		Rate only
53. Supply and fit new Ø 100mm strainer complete	No	3		
54. Service and re-set existing Ø 100mm Bermad flow flange control valve	No	3		

55. Supply, replace and set complete new \emptyset 100mm Bermad flow flange control valve (or similar approved)	No	3		
56. <u>Supply and fit new cable/s complete:</u>				
10 mm ² x 4 Core + 6mm ² b.c.e.c. pump	m	10		
16 mm ² x 4 Core + 6mm ² b.c.e.c. pump	m	10		
10 mm ² x 4 Core	m	10		
16 mm ² x 4 Core	m	10		
57. Supply and fit new flow switches	No	3		
58. Testing and re-commissioning of borehole equipment	No	3		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

PUMPSTATIONS MAINTENANCE

Section B8 – Servicing and Repair of Pumpstations from 250kW - 600kW

Stage 1: Pre-Qualification:

The criteria indicated in the Pre-Qualification will be used to calculate points for the quality of Bidders and Bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned.

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.

Conditions for Section B8:

- All electrical work MUST be done by a qualified electrician. Proof of the qualification MUST be attached to this tender document. If an electrician will be sub-contracted by the bidder, the agreement between the bidder and electrician MUST be attached to this tender document.
- Tenderer must have a suitable 4x4 LDV (light delivery vehicle) with a block and tackle.
- Tenderer must have a workshop and testing facilities. This workshop and testing facilities will be inspected by the Director: Civil Engineering Services before an award for this item will be made.
- Previous experience, reference of work and contact details of references must be provided and attached to this tender document.
- Test Reports must be supplied with every job card.
- Section B8 will be awarded to only one tenderer.

Description	Unit	Qty.	Rate	Amount
1. <u>Labour:</u>				
1.1 Normal hours	hour	8		
1.2 After hours	hour	4		
2. Clean float switches or ultrasonic	station	200		
3. Clean Maserator	station	10		
4. Dayworks				
4.1 <u>Labour:</u>				
4.1.1 Unskilled labour	hour	40		
4.1.2 Semi-skilled labour	hour	16		
4.1.3 Skilled labour	hour	9		
4.1.4 Electrician	hour	5		
4.1.5 Pump mechanic	hour	5		
4.2 Plant				
4.2.1 TLB	hour	8		
4.2.2 LDV	hour	8		
4.2.3 4x4 LDV	hour	8		

4.2.4 3m ³ Tipper truck	hour	8		
4.2.5 6m ³ Tipper truck	hour	8		
4.2.6 Honey-sucker	hour	8		
4.2.7 Super-sucker	hour	8		
STANDARD MAINTENANCE OF SUBMERSIBLE PUMPSTATION				
5. <u>Pull pump from installed position in sump, inspect pump (bearing, oil, volute and impeller) and reinstall after repairs:</u>				
250 kW	pump	2		
300 kW	pump	2		
350 kW	pump	3		
400 kW	pump	3		
600 kW	pump	3		
6. <u>Supply and fit of new volute:</u>				
250 kW	pump	2		
300 kW	pump	2		
350 kW	pump	3		
400 kW	pump	3		
600 kW	pump	3		
7. <u>Rewind and supply new xlisons:</u>				
250 kW	pump	2		
300 kW	pump	2		
350 kW	pump	3		
400 kW	pump	3		
600 kW	pump	3		
8. <u>Supply and fit new bearings:</u>				
250 kW	pump	4		
300 kW	pump	4		
350 kW	pump	6		
400 kW	pump	6		
600 kW	pump	6		
9. <u>Supply and Fit new mechanical seal and pump seals, clickson:</u>				
250 kW	pump	4		
300 kW	pump	4		
350 kW	pump	6		
400 kW	pump	6		
600 kW	pump	6		
10. <u>Supply and fit new diaphragm rubber and oil sensor:</u>				
250 kW	pump	2		
300 kW	pump	2		
350 kW	pump	3		
400 kW	pump	3		
600 kW	pump	3		
11. <u>Supply and fit new pumps complete:</u>				
250 kW	pump	2		
300 kW	pump	2		

350 kW	pump	3		
400 kW	pump	3		
600 kW	pump	3		
12. <u>Supply and fit new cable/s:</u>				
4 Core 1.5 mm ²	meter	10		
7 Core 1.5 mm ²	meter	10		
4 Core 2.5 mm ²	meter	10		
7 Core 2.5 mm ²	meter	10		
4 Core 4.0 mm ²	meter	10		
7 Core 4.0 mm ²	meter	10		
4 Core 6.0 mm ²	meter	10		
4 Core 10 mm ²	meter	10		
4 Core 16 mm ²	meter	10		
13. <u>Supply and fit new impellor, balance and cut to size:</u>				
250 kW	pump	4		
300 kW	pump	4		
350 kW	pump	6		
400 kW	pump	6		
600 kW	pump	6		
14. <u>Supply and fit new VSD:</u>				
250 kW	switch gear	2		
300 kW	switch gear	2		
350 kW	switch gear	2		
400 kW	switch gear	2		
600 kW	switch gear	2		
15. <u>Supply and fit new joint (per item):</u>				
15.1 V65	unit	2		
15.2 V80	unit	2		
15.3 V100	unit	2		
16. <u>Supply and fit new couplings adapter (per item):</u>				
16.1 V65	unit	2		
16.2 V80	unit	2		
16.3 V100	unit	2		
17. <u>Supply and fit new Galvanised Chain and Shackle per meter (including 1 shackle):</u>				
17.1 6mm	meter	10		
17.2 8mm	meter	10		
17.3 10 mm	meter	10		
18. <u>Supply and fit new control panel:</u>				
250 kW	switch gear	2		
300 kW	switch gear	2		
350 kW	switch gear	2		
400 kW	switch gear	2		
600 kW	switch gear	2		

FAULT FINDING OR BREAKDOWN CALLOUT				
19. <u>Supply and fit new non return valve:</u>				
19.1 3 " non rising spindle	set	2		
19.2 4 " non rising spindle	set	2		
20. <u>Supply and fit new shutt off valve:</u>				
20.1 3 " non rising spindle	item	2		
20.2 4 " non rising spindle	item	2		
STANDARD MAINTENANCE OF CENTRIFUGAL PUMP AND MOTOR				
21. Disconnect, inspect motor, strip, bake, clean volute and impeller, lubricate bearings, assemble and reinstall (repair work as following listed items)	pump	13		
22. Remove pump from installation and reinstall	hour	13		
23. <u>Rewind and install thermistors per kW (2-, 4- pole):</u>				
250 kW	pump	2		
300 kW	pump	2		
350 kW	pump	3		
400 kW	pump	2		
600 kW	pump	3		
24. <u>Supply and fit new bearings per motor (2-, 4- pole):</u>				
63	motor	10		
71	motor	10		
80	motor	10		
90	motor	10		
112	motor	10		
132	motor	10		
160	motor	10		
170	motor	10		
200	motor	10		
225	motor	10		
250	motor	10		
280	motor	10		
315	motor	10		
25. Supply, fit and new valves	motor	10		
26. Setting of valves	motor	13		
27. Reinstall motor and check valves	motor	13		
28. Reinstall pump and check valves	motor	13		
29. Vibration of bearing test on pumps and motor	pump	13		
30. Thermal report, cleaning, service of switchgear and application of herbicides (herbicides will be supplies by George Municipality)	switchgear	13		

31. Tariff for travelling to and from pump stations in Uniondale and Haarlem: Only applicable if a non-local Uniondale or Haarlem contractor is appointed	km	260		
Total (VAT Excluded)				R
14% VAT				R
TOTAL (VAT INCLUDED)				R

FORM 1 - SCHEDULE OF WORK CARRIED OUT BY TENDERER

PREVIOUS 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

FORM 2 - PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status	Fee (Time Based)
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	
HEADQUARTERS Partner/director						
Project Leader/ Manager						
Operators						

Name of Tendering Entity :

Signature :

Date :

FORM 3 - SCHEDULE OF APPROACH AND METHODOLOGY/WORK PLAN

- Bidder must complete and attached a copy of the form below, clearly indicated the project number for each project, for which the bidder intends to tender on, in order to claim any points in terms of phase 1 (Pre-qualification phase).

Project Number		
Project Description / Name	Provision of Civil Engineering Services to Council Developments	
1. Do you as the consultant understand what is required in terms of the project stated above? (Tick Appropriate Block)	Yes	No
2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words:		
3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.		
4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.		

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 4 - NOMINATED REFERENCES FOR BIDDER

- Bidder is to forward/send a copy of the attached letter to a minimum of 3 of his nominated references for each project for which the bidder intends to tender on.
- The completed document must be returned, directly from the nominated reference, to the George Municipality by email to adri@george.org.za within 1 week after the closing date of this tender.
- No submission before the closing date will be accepted.
- Any documentation received via the bidder in this regard will not be considered.
- Copy of the letter below will be attached as part of the minutes of the Compulsory Site / Clarification Meeting.



Form 2.1.5: Tender no T/ING/023/2016

Background information of Nominated References

Name of Work / Project	
Contact person	
Post descriptions	
Contact number	
Email address	
Bidder evaluated	
Work / Project description	
Work / Project value	
Completion date	

Instructions:

- Please mark by encircling the best description.
- Commissioner of Oath must certify the completed document.

- Official company letter / signed affidavit verifying that the person, indicated as the “Contact person” was indeed the person handling the contract administration on the listed work / project.
- Completed document is to be returned to George Municipality by mail to adri@george.org.za within 1 week of the closing date of this tender.
- Please contact Ricus Fivaz @ 044 801 9350, should you have any difficulties completing the form.

COMPLETION OF QUOTATION	
Question	Answer
Was the required quotation supplied within the specified timeframe?	Yes / No
Was the quotation submitted sufficiently specified and transpired?	Yes / No

QUALITY OF WORK COMPLETED	
Question	Answer
Was work executed in accordance with the approved / agreed quotation and did the final product match the expectations that were created during the quotation stage?	Excellent initial expectations
	Met expectations
	Slightly below
	Did not meet expectations

COMPLETION OF WORK WITHIN BUDGET	
Question	Answer
Did the bidder complete the project within the allocated Budget?	Yes / No

QUALITY OF END PRODUCT	
Question	Answer
Did the bidder complete the work / project quoted, within the specified timeframe?	Yes / No

TRANSPARENCY AND OPENNESS	
Question	Answer
Was the invoice supplied in line with the approved / agreed quotation?	Yes / No

Additional Remarks/Comments:

I certify that the above information supplied, to the best of my knowledge, is correct and true.

Thus signed and sworn to before me at on this day of 2017

Signature of Deponent

Date of declaration

Commissioner of Oaths

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 prices / rates reflected in the Pricing Schedules/Sections.**

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

I/we further agree that:

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

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

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

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

Physical Address: _____

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

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR T 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.

- 1 In order to meet this requirement bidders are required to complete in full 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.
- 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.
- 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. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 7 Copies of the TCC 001 "Application for a Tax Clearance" form are available from any SARS branch office nationally or on the website: www.sars.gov.za.
- 8 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.

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:	
	

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

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, provide particulars.

.....
.....

.....
.....
4 Will any portion of goods or services be sourced from outside***YES / NO**
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected
to be transferred out of the Republic?

4.1 If yes, furnish particulars.

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = 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	17
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 B-BBEE 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 – BBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**T/ING/023/2016 – Tender for the Maintenance of various George
Municipal Water and Sanitation Infrastructure**

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

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

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

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

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: T/ING/023/2016
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 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 _____ 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.
- 1.17 "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 (17) 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.

17. Variation orders:

- 17.1 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.