



TENDER NO: T 47 OF 2017/18

MAINTENANCE OF MUNICIPAL FACILITIES AND DELIVERY OF MUNICIPAL SERVICES TO WARDS 2 & 4 FOR A PERIOD OF ONE YEAR WITH AN OPTION TO EXTEND FOR A FURTHER TWO YEARS

SUMMARY FOR TENDER OPENING PURPOSES

(In the event of any conflict between the data provided in the Summary and that given in the Tender, the latter shall apply)

NAME OF TENDERER	:	.....
CONTACT PERSON	:	.....
TELEPHONE NUMBER	:	.....
E-MAIL ADDRESS	:	.....
FAX NUMBER	:	.....
ADDRESS	:	..... ..... .....
TENDERED AMOUNT (INC VAT)	:	.....
SPECIFY WARD TENDERING ON	:	.....
B-BBEE STATUS LEVEL	:	.....
PREFERENCE POINTS CLAIMED	: :
CSD SUPPLIER NUMBER	:	.....
CSD UNIQUE REGISTRATION REFERENCE NUMBER	:	..... .....

TENDER CLOSES: 12:00 ON WEDNESDAY, 13 DECEMBER 2017

**TENDER NO T 47 OF 2017/18: MAINTENANCE OF MUNICIPAL
FACILITIES AND DELIVERY OF MUNICIPAL SERVICES TO WARDS
2 & 4 FOR A PERIOD OF ONE YEAR WITH AN OPTION TO EXTEND FOR
A FURTHER TWO YEARS**

Knysna Municipality invites interested contractors for the maintenance of municipal facilities and delivery of municipal services to various wards for a period of one year with an option to extend for a further two years

The physical address for collection of tender documents is **Supply Chain Management Unit, Finance Building, Queen Street, Knysna**. Documents may be collected during workings hours from 15 December 2016.

A receipt for a non-refundable deposit of **R 237.00** payable by cheque made out in favour of Knysna Municipality is required on collection of the tender document. E-mailed tender documents can be obtained from the following address: mmato@knysna.gov.za at no cost.

Technical enquiries relating to the tender documents may be addressed to: Ms N. Salmons, Tel 044 302 6238, e-mail: nsalmons@knysna.gov.za or Mr. I van Wyk, Tel: 044 302 6237, e-mail: ivanwyk@knysna.gov.za or Mr. R Witbooi, Tel: 044 302 6507, e-mail: rwitbooi@knysna.gov.za

COMPULSORY SITE BRIEFING MEETINGS ARE ARRANGEND AS FOLLOW:	
Ward 2 Venue: Karatara Hall, Karatara Date: 20 November 2017 Time: 09:00	Ward 4 Venue: Council Chambers, Clyde Street Date: 20 November 2017 Time: 14:00

No person/s will be allowed to join the clarification meeting or to submit a bid if such a person/s are more than fifteen (15) minutes late.

The closing time for submission of bids is **12h00 on Wednesday, 13 December 2017**. Bids must be sealed in an envelope clearly marked with the bid number and title given above, and placed in the **bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, before the latter time and latest date. Telephonic, facsimile, e-mail and late bids will not be accepted. Bids must remain valid for a period of ninety (90) days after the closing date of the bid. Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.

Bids will be opened on the same day at the Supply Chain Management Section at 12h05. Late or unmarked bids will not be considered.

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum qualification score of 60 out of 100 points for further evaluation. The qualifying criteria and weighting is set out in the tender document.

The intention of the tender is to appoint one tenderer per ward. Tenderers must indicate the ward they are tendering on.

Bids will be evaluated according to the **80/20** preference points system. The bids are subject to the Council Supply Chain Management Policy, Preferential Procurement Policy Framework Act 2000, and the Preferential Procurement Regulations 2017.

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

Further requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Document.

Clyde Street
KNYSNA
6570
K CHETTY
MUNICIPAL MANAGER

TENDER SUMMARY

KNYSNA MUNICIPALITY INVITES INTERESTED CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL FACILITIES AND DELIVERY OF MUNICIPAL SERVICES TO WARDS 2 & 4 FOR A PERIOD OF ONE YEAR WITH AN OPTION TO RENEW FOR A FURTHER TWO YEARS

TENDERERS ARE REQUIRED TO SELECT THE WARD THEIR ARE TENDERING ON BY ENTERING THEIR TENDERED AMOUNT IN THE CORRESPONDING BOX

THE INTENTION OF THE TENDER IS TO APPOINT ONE TENDERER PER WARD, TENDERERS MUST SELECT THE WARD THEY ARE TENDERING ON.

TENDERERS CAN ONLY TENDER ON ONE WARD (NO TENDERING ON MULTIPLE WARDS)

WARD	TENDERERD AMOUNT INCLUDING VAT
<u>Ward 2 –</u> Central Sedgefield & Karatara	
<u>Ward 4 –</u> White Location, Greenfields, Qolweni, Brackenhill & Rhobololo	

**KNYSNA MUNICIPALITY
DELIVERY OF MUNICIPAL SERVICES**

Tender Data

Clause number	Details
F.1.1	The employer is Knysna Municipality .
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part 2: Pricing data C2.1 Pricing instructions C2.2 Summary of Contract Price</p> <p>Part 3: Scope of work C3 Scope of work</p> <p>Part 4 : Site information C4 Site information</p>
F.1.4	<p>The employer's agents are:</p> <p>Name: Ms. N Salmons Address: Clyde Street Tel: (044) 302 6238 E-mail: nsalmons@knysna.gov.za</p> <p>Name: Mr. R Witbooi Address: Clyde Street Tel: (044) 302 6507 E-mail: rwitbooi@knysna.gov.za</p> <p>Name: Mr. S Langlands Address: Clyde Street Tel: (044) 302 6304 E-mail: slanglands@knysna.gov.za</p> <p>Name: Mr. Ivan van Wyk Address: Clyde Street Tel: (044) 302 6237 E-mail: ivanwyk@knysna.gov.za</p>
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>The tenderer will be required to demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract. Tenderer may only apply for one Ward. Tenderers applying for more than one Ward will be disqualified.</p>
F.2.7	<p>The arrangements for a compulsory clarification meetings are:</p> <p>Ward 2: Location: Karatara Hall, Karatara Date: 20 November 2017 Starting time: 09h00</p> <p>Ward 4: Location: Council Chambers, Clyde st , Knysna Date: 20 November 2017 Starting time: 14h00</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.

Clause number	Details																						
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Supply Chain Management Unit, Finance Building Physical address: Queen Street, Knysna Identification details: "Tender No. 47 of 2017/18: Maintenance of Municipal Facilities and delivery of municipal services to wards 2 & 4 for a period of one year with an option to renew for a further two years."																						
F.2.13 F.3.5	A two-envelope procedure will not be followed.																						
F.2.15	The closing time for submission of tender offers is 12h00 hours on Wednesday, 13 December 2017																						
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																						
F.2.16	The tender offer validity period is 90 days, after the closing date. Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.																						
F.2.18	The tenderer shall provide the following additional information: 1) Proof of preferencing arrangements including shareholder's certificates, etc. 2) The names of all management and supervisory staff that will be employed to supervise the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.																						
F.2.23	The tenderer is required to submit with his tender: 1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;																						
F.3.4	The time and location for opening of the tender offers are: Time: 12h05 on Wednesday, 13 December 2017 Location: Supply Chain Management Unit, Finance Building, Queen Street, Knysna																						
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 <table border="1" data-bbox="359 1032 1273 1151"><thead><tr><th>Quality Criteria</th><th>Points</th></tr></thead><tbody><tr><td>Tenderers work Experience</td><td>40</td></tr><tr><td>Plant and Equipment</td><td>40</td></tr><tr><td>Key Personnel</td><td>20</td></tr></tbody></table> <p>The minimum number of evaluation points for quality is 60.</p> <p>The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:</p> <table border="1" data-bbox="320 1285 1433 1599"><thead><tr><th>Score</th><th>Prompt for judgment</th></tr></thead><tbody><tr><td>0</td><td>Failed to address the question / issue</td></tr><tr><td>20</td><td>A detrimental response / answer / solution – limited or poor evidence of skill / experience / resources sought or high risk that relevant skills / resources will not be available</td></tr><tr><td>40</td><td>Less than acceptable – response / answer / solution lacks convincing evidence of skill/ experience/ resources sought or medium risk that relevant skills / resources will not be available.</td></tr><tr><td>60</td><td>Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience / resources sought</td></tr><tr><td>80</td><td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability / resources to meet it.</td></tr><tr><td>100</td><td>Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td></tr></tbody></table>	Quality Criteria	Points	Tenderers work Experience	40	Plant and Equipment	40	Key Personnel	20	Score	Prompt for judgment	0	Failed to address the question / issue	20	A detrimental response / answer / solution – limited or poor evidence of skill / experience / resources sought or high risk that relevant skills / resources will not be available	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill/ experience/ resources sought or medium risk that relevant skills / resources will not be available.	60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience / resources sought	80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability / resources to meet it.	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.
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F3.13.1	Tender offers will only be accepted if: a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services b) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect.																						
F.3.18	The number of paper copies of the signed contract to be provided by the employer is One (1) .																						

Clause number	Details
	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> 1) Tenders will be evaluated according to Knysna Municipality's Preferential Procurement Policy and the Supply Chain Management Policy and the Preferential Procurement Strategy adopted in terms of Section 2 of the Act. 2) The lowest, the highest or any tender will not necessarily be accepted and the Council reserves the right to accept any tender wholly or partially. 3) Only one Area will be allocated per tenderer. No tenderer will be awarded more than one Area.

Standard Conditions of Tender

(As contained in Annexure F of the Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.19 Refuse vehicle for collection and transport of refuse will be provided by the Knysna Municipality.

F.3.20 Black refuse bags will be provided by the Knysna Municipality.

F.3.21 The tenderer must provide a monthly written report to Knysna Municipality stating the volume of refuse collected.

- F.3.22** The tenderer will not hold the Knysna Municipality responsible for any injuries to Himself/herself or his/her employees during the contract period.
- F.3.23** The tenderer will act as employer and must therefore comply with all labour, safety or any other applicable legislation.
- F.3.24** The tenderer or his/her employees are not bound by the Knysna Municipality's conditions of service and the contract must under no circumstances be interpreted as an employment contract by Knysna Municipality.
- F.3.25** The tenderer must take note of the fact that Knysna Municipality will not be responsible for any cost of expenditure of the project.

Part T2: Returnable Schedules

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T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for tender evaluation purposes

- Alterations or Qualifications to Tender
- Certificate of Attendance at Site Meeting
- Certificate of Authority for Signatory
- Schedule of Work Experience
- Schedule of Plant and Equipment
- Schedule of Key Personnel
- Application for Tax Clearance Certificate
- Record of Addenda to Tender Documents
- Preferencing Schedule
- Form A1: Targeted Procurement for Services (other than Professional)
- Tenderer must be in possession of a valid C1 drivers license as well as a valid PDP and have proven and recognisable driving experience of 1 year with a vehicle of at least 3,500kg.
- Tenderer are to submit / supply a programme in which his/her weekly activities will be stipulated.

2. Other documents required for tender evaluation purposes

- Proof of preferencing arrangements (e.g. shareholder certificates, etc.)
- BEE Certificate
- An original valid Tax Clearance Certificate issued by the South African Revenue Services
- Current Municipal Account or letter from your Landlord

3. Returnable Schedules that will be incorporated into the contract

- Alterations or Qualifications to Tender
- Certificate of Attendance at Site Meeting
- Certificate of Authority for Signatory
- Schedule of Work Experience
- Schedule of Plant and Equipment
- Schedule of Key Personnel
- Application for Tax Clearance Certificate
- Record of Addenda to Tender Documents
- Preferencing Schedule
- Form A1: Targeted Procurement for Services (other than Professional)

4. Other documents that will be incorporated into the contract

- Proof of preferencing arrangements (e.g. shareholder certificates, etc.)
- An original valid Tax Clearance Certificate issued by the South African Revenue Services

5. C1.1 Offer and acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Summary of Contract Price

T2.2 Returnable Schedules

Alterations or Qualifications by the Tenderer

See Conditions of Tender no F2.12

PAGE	DESCRIPTION

Signed

Date

Name

Position

Tenderer

Certificate of Attendance at Site Meeting

This is to certify that I _____
Representative of (Tenderer) _____
_____ of (address) _____
_____ telephone number _____
_____ fax number _____
in the company of (Employer's Agent) _____
visited and examined the site on (date) _____

Signed	Date
Name _____	Position _____
Tenderer _____	_____
_____	_____

Signed _____	Date _____
Name _____	Position _____
Employer's Agent _____	_____
_____	_____

Certificate of Authority for Signatory

Signatories for closed corporations, partnerships and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or the board of directors or partners, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors taken on (date) _____

Mr / Ms _____

has been duly authorized to sign all documents in connection with the tender for contract

No. _____

and any contract which may arise therefrom on behalf of

(Tenderer) _____

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	

Functionality Score

No	CRITERIA		SCORE AWARDED BY THE BEC
1	Functionality		
	<p><u>Qualification and experience of proposed personnel (provide project details and contact references)</u></p> <p><u>Experience of personnel in the maintenance of Municipal facilities and delivery of services to various Wards</u></p> <ul style="list-style-type: none"> - Foremen with three (3) years or less in a similar type of project. – 10 points - Foremen with 4 – 5 years' experience in similar type of projects. – 20 points <p>Tenderers work experience</p>	Maximum 20 points	
2	Previous and current experience of tenderer		
	<p><u>List of Municipalities previously or currently involved with in similar projects</u></p> <p>No experience in the maintenance of Municipal facilities and delivery of services to various Wards – 0 points</p> <p>1-year experience 10 points</p> <p>1 – 3 years' experience 20 points</p> <p>3 – 5 years' experience 30 points</p> <p>5 years and more experience 40 points</p>	Maximum 40 points	
3	Plant & Equipment		
	<p>The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted:</p> <p>Details of major equipment that is owned by and immediately available for this contract.</p> <p>Quantity Description, size, capacity, etc.</p> <p>Attach additional pages if more space is required.</p>	20 points	

	<p>Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.</p> <p>Quantity Description, size, capacity, etc.</p> <p>Attach additional pages if more space is required</p>	20 points	
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Note: The appointment of sub-contractors will be limited to contractors from the ward where the work is to take place and includes labour from that ward only. No sub-contractors or labour outside the ward will be permitted.

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity

Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity

Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Note: The appointment of sub-contractors will be limited to contractors from the ward where the work is to take place and includes labour from that ward only. No sub-contractors or labour outside the ward will be permitted.

Schedule of Key Personnel

(Please provide proof: e.g. brush cutting certificate, first aider certificate and health and safety knowledge)

Description	Name
Contract manager(s):	
Site agent(s):	
General foreman(men):	
Other skilled employees:	

Signed

Date

Name

Position

Tenderer

Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Part C1: Agreements and contract data

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C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of services relating to the:

Delivery of Municipal.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

Ward 2.....Rand (in words);

R

.....(in figures)

Ward 4.....Rand (in words);

R

.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Name

Capacity
for the
tenderer

.....
(Name and address of organization)

Name and
signature
of witness Date

Acceptance

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

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

Signature

Name

Capacity

**for the
Employer**
(Name and address of organization)

Name and
signature
of witness Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature

Name

Capacity

.....
(Name and address of organization)

Name and
signature of
witness

Date

For the Employer

Signature

Name

Capacity

.....
(Name and address of organization)

Name and
signature of
witness

Date

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C1.2 Contract Data for GCC 2010

Part 1: Contract Data completed by the Employer

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2010), published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947)

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract.

Clause	Details
1.1.14	The name of the Employer is Knysna Municipality .
1.2.2	The address of the Employer is: Telephone: (044) 302 6300 Facsimile: (044) 302 6333 E-mail: knysna@knysna.gov.za Address (physical): Clyde Street Knysna 6570 Address (postal): P.O. Box 21 Knysna 6570
1.1.15	The name of the Director: Community Services of Knysna Municipality or his duly authorized representative .
1.2.2	The address of the Director is: Telephone: (044) 302 6238 Facsimile: E-mail: nsalmans@knysna.gov.za Address (physical): Clyde Street Address (postal): P.O. Box 21 Knysna 6570
1.6 and 38	The special non-working days are statutory public holidays.
1.6	The year end break is not applicable to this contract.
7	The Liability for the Guarantee shall be for NIL % of the Contract Price for non-targeted enterprises.
10	The Contractor shall commence executing the Works within 10 days of the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 10 days of the Commencement Date.
35.1.1.2.2	The value of the materials supplied by the Employer to be included in the insurance sum is R5000.
35.1.3	The limit of indemnity for liability insurance is R1 000 000.00.

Clause	Details
42.1	The works shall be completed on a monthly basis (unless otherwise specified) over a period of 12 months with the option of extension.
43.1	The penalty for failing to complete the Works is as follows: 1) 0,5 % reduction in monthly payment certificate if the complaints given, has not been attended to within two weeks. 2) 2% reduction in monthly payment certificate if work is not to specification described.
49.3	The percentage retention on the amounts due to the contractor is NIL %.
58.2	Dispute resolution shall be by mediation.

GCC 2010 Clause No.	AMENDMENTS TO GCC 2010 AND SPECIAL CONDITIONS OF CONTRACT
1.	Add the following subclauses: 1.1.25 "Approved", "authorized", "ordered", "directed", "accepted" and "rejected" shall mean approved, authorized, ordered, directed, accepted and rejected by the Employer
3.	Add the following sub-clause 3.3 3.3.1 The originals of all Drawings and Specifications prepared by or on behalf of the Engineer shall remain in his custody and references herein to delivery to the Contractor of Drawings or Specifications shall relate to true copies thereof. 3.3.2 The Contractor shall be entitled to receive free of charge, to the extent provided in the Contract, one copy of each such Drawing and Specification and to receive, at the cost of reproduction, such additional copies as he shall reasonably require. 3.3.3 One copy of all documents constituting the Contract shall be kept on the Site and be available for perusal by the Engineer or any person authorised by him.
12.2	Add the following to subclause 12.2 "The construction programme shall be in the form of a bar chart or in any other form acceptable to the engineer. The programme shall be drawn to a horizontal time scale, activity orientated showing interdependencies, critical path and indicating the quantity of work that shall be carried out each month. Only major work need to be shown. The programme shall make allowances for the special non-working days described in the contract data."
12.	Add the following subclause: 12.6 Should the Contractor fail to comply with his obligations in terms of Clause 12, the Employer shall be entitled to withhold 25% of monies due to the Contractor, until such time as a satisfactory programme has been submitted for approval.
13.	Add the following subclause: 13.8 Scale Only figured dimensions shall be used and drawings are not to be scaled unless instructed by the Engineer who shall supply any figured dimensions which may have been omitted from the drawings. All dimensions shown on the drawings must be confirmed on site before any section of the work commences.
33.1	Add the following to this subclause: 33.1.3 Health & Safety The Contractor hereby indemnifies the Employer and Engineer against any liability in respect of damage to or physical loss of the property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993) or Regulations issued in respect thereof."
	33.1.4 Special Conditions with regard to Political Riots The Employer shall not be liable to the Contractor: For any physical destruction or damage to plant, tools or equipment owned or hired by the contractor or his employees, or any Sub-Contractor or his employees; and/or

GCC 2010 Clause No.	AMENDMENTS TO GCC 2010 AND SPECIAL CONDITIONS OF CONTRACT
	<p>For the Contractor's inability to perform or additional costs incurred as a result of any stoppage, delay or cessation of work, where such destruction, damage, stoppage or delay arose out of civil or political unrest, riot or commotion occurring in the area within which the Contractor is being employed by the Employer;</p> <p>Where the Contractor has given notice in writing to the Employer within 7 [seven] days upon the happening of any stoppage, delay or cessation of work and the Contractor has taken all practical steps to avoid or reduce same as are reasonable in the circumstances, the Employer shall allow the Contractor a fair and reasonable extension of time for the completion of the works, but will not pay additional P & G [time related or otherwise with relation to the Contract].</p>
46.4	Add "Engineer" after "Employer" in the sixth line.
48.	<p>Add the following sub-clause:</p> <p>48.6 Early notification</p> <p>A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.</p> <p>The Contractor's entitlement to additional payment shall be limited to the payment which would have been due if he had given prompt notice and had taken all reasonable steps.</p>
58.2	Dispute resolution shall be by mediation.

Part 2: Contract Data completed by the Contractor

Clause	
1.8	The name of the Contractor is
1.2.2	<p>The address of the contractor is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p> <p>Address (physical)</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p>
42.1	The works shall be completed monthly over a period of twelve (12) months, with option of extension.

Part C2: Pricing data

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C2.1 Pricing Instructions

1. This Schedule of Contract Price is to be read in conjunction with the balance of the Contract Documents in this volume.
2. The prices inserted as the Contract Price in the schedule is to be the full inclusive price to the Employer for the work described under the various items of work given in the Contract Data, value added tax excluded. No escalation is included in the contract.
3. The provision of Value Added Tax at the current ruling rate is made on the Schedule of Contract Price.
4. The Employer will accept no liability for any insufficiency in the Contractors tender due to any misunderstanding as to the scope to be covered by the tendered price.
5. Payment will be made in monthly payments within 7 days of monthly invoice.
6. The contract may be cancelled if at any stage it is found that the requirements of the contract data and specifications are not adhered to.
7. Penalties will be applied as follows:
 - 0,5 % reduction in monthly payment certificate if the complaints given, has not been attended to within two weeks.
 - 2% reduction in monthly payment certificate if work is not to specification described.

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C2.2 Schedule of Contract Price

ITEM	AMOUNT
Contract Price	
Subtotal	
Add 14% Vat	
Total Contract Price	

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WARD 2: CENTRAL SEDGEFIELD & KARATARA

Scope of Work

1.	DESCRIPTION OF THE WORKS	
1.1	Employer's objectives	The Employer's objectives are to provide an acceptable and consistent level of service by maintaining all its assets and properties for the benefit of the public.
1.2	Overview of the works	The extent of the work includes the maintenance and cleaning of public toilets, street cleansing, maintenance of hall and maintenance of board walks and daily cleaning of the dune.

1.3	Extent of the works	<p>SOLID WASTE</p> <p>The daily cleaning and clearing of litter and sand in streets, sidewalks and all open spaces and vacant land.</p> <p>Removal of all types waste from illegal dumping areas and garden waste to an approved waste facility</p> <p>The extent of the works includes the maintenance of toilet facilities at the Taxi Rank in Town.</p> <p>Maintenance & cleaning of swimming pool and cemetery toilets facilities in Karatara</p> <p>Maintenance & cleaning of all ward 2 halls & halls toilet facilities.</p> <p>Maintenance & cleaning of Sport field's toilet facilities in Karatara</p> <p>Maintenance & cleaning of braais in Placid Waters, playgrounds Pelican Park behind Lions /Police Station</p> <p>Daily cleaning of the Dune separating Groenvlei and Smutsville</p> <p>Attending to complaints reported to the municipal official in terms of solid waste.</p> <p>GRASS CUTTING</p> <p>Grass cutting on sidewalks, parks, verges and parking areas and at all municipal installations and offices (except electrical sub stations) must be done 4-weekly (once a month)</p> <p>All sidewalk lawns shall be neatly trimmed and maintained to a height not less than 20mm and not greater than 40mm</p> <p>The contractor shall collect and remove all litter and foreign objects from the site prior to mowing and dispose of it at an approved refuse site.</p> <p>Sites with excessive rubbish must be reported to the Parks Manager prior to cutting, for alternate arrangements.</p> <p>Picking up and removal of cut grass must be done on the same day.</p> <p>All grass must be trimmed next to the edge on storm water channels, pavement edges and in gutters, three times a year as decided by the Parks Manager.</p> <p>Municipality to provide black bags for litter and pick-up area for the garden refuse and litter.</p> <p>Certain areas may require additional cuts when asked by the Parks Manager.</p> <p>The mowing schedules may be updated as and when required.</p> <p>All the edges around structures are to be neatly trimmed to the same standard as the lawn areas. Care must be taken not to cause damage to the stems of trees and shrubs when trimming edges.</p> <p>The contractor shall specify types and quantities of mowing equipment to be used for the tender. All machinery listed is subject to being inspected by a designated official. A certified completed list of all machinery and equipment must be submitted with the Tender. Failure to comply will lead to Tender disqualification</p> <p>Contractors without machinery will not be considered for the contract.</p> <p>Grassed road verges adjacent to the boundary fences are included under this Contract</p> <p>ROADWAY CLEARING</p> <p>Cutting of all vegetation (bush) growing on or close to the roadway to a distance of at least 1,5 m from the edge of the roadway or as instructed by Management due to surrounding circumstances.</p> <p>The vegetation must be cut to a height allowing trucks to pass underneath. The cut vegetation must be removed on the same day.</p> <p>Before protected trees are pruned Parks Management must be notified</p> <p>All street lamps must be clear of thick vegetation.</p> <p>HERBICIDE APPLICATION</p> <p>Herbicide must be applied to all weeds and grass on roads, hard pavements and gutters twice within a 12-month period (November and March).</p> <p>No herbicide to be applied on windy or rain days. No drift of herbicide to take place on surrounding verges or vegetation</p> <p>The herbicide must contain the active ingredient "Glysophate" (Roundup or similar product).</p> <p>All herbicide compliance standards must be adhered to as per OHS Act</p> <p>TREES</p> <p>All storm damaged tress and vegetation which have uprooted, fallen or broken off, must be cut up and removed to a Knysna Municipal Green Waste Site.</p> <p>Complaints in this regard will be forwarded to the contractor when necessary and even after hours, weekends and public holidays".</p> <p>All tree branches and stumps must be cut to a length of 500mm before dumping at the Green Waste site.</p> <p>The loosened stumps must be removed and the tree site levelled off to the existing ground.</p> <p>The Contractor must check the area for above related problems after storm conditions.</p> <p>All chainsaw operators' compliance standards must be adhered to as per OHS Act</p> <p>BRAAI FACILITIES OUTSIDE PLAYPARKS</p> <p>The maintenance of braai facilities includes the brick fire place and the tables and seating.</p> <p>The repair maintenance must be done in the same materials as the original unless otherwise as directed by Management.</p> <p>The tables and seating must be inspected, washed and cleaned once a month once a month</p> <p>The wooden tables and seating must be varnished twice a year. (June and November)</p> <p>All debris i.e. bones and cigarette butts, must be removed from the immediate surrounds</p> <p>The Contractor must check these facilities before and after all holiday periods. (Inspection schedule</p>
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		PARK BENCHES AND SEATING The Park benches and seating must be maintained with the same materials as the original. The wooden seating and tables must be varnished twice a year (June and November) The seating and tables must be inspected, washed and cleaned once a month. All debris i.e. Cigarette butts must be removed from the immediate surrounds The Contractor must check these facilities once a month as well as before and after all holiday periods. (Inspection dates to be provided to Management).
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2.	MANAGEMENT	
2.1	Planning and programming	The contractor must supply a program to the satisfaction of the employer.
3.2	Sequence of the works	All the works contemplated in this contract shall be completed on a weekly/monthly basis, unless specified otherwise.
3.3	Methods and procedures	1. The contractor shall: 1.1 Supervise his own staff. 1.2 Ensure exemplary behaviour and that all his personnel are neatly dressed so as not to bring the good name of the Knysna Municipality as a whole into disrepute. 1.3 Supply all equipment and vehicles needed to satisfactory carry out the work and is responsible for the maintenance of all equipment. 1.4 Ensure that there is sufficient stock at all times, to enable him to carry out the necessary work satisfactorily. Obtaining prices and collecting materials within a 70km radius will be for the Contractor's account. 2. Employees must be properly identified with the contractor's name.
3.4	Quality plans and control	1. The contractor shall conduct the following inspections: 1.1 Regular inspections of all work undertaken by the contractor. 1.2 Regular inspections of infrastructure 2. The contractor shall submit a monthly report to the municipality.
3.5	Environment	The Contractor is required to minimize the risk of dust nuisance, noise levels, pollution and inconvenience to, or interference with the public or other arising out of the execution of the works.
3.6	Accommodation of traffic	The Contractor is required to ensure that disruption of traffic on public roads is kept to the essential minimum, that entrances to private properties are accessible at all times, and that all barriers, road signs, etc. are maintained continuously.
3.7	Format of communications	Instructions for specific services/duties will be given in writing by the Employer or his agent.
	Management meetings	1. <u>Site Meetings</u> The Contractor or his representative shall attend all site meetings with the Employer and on the dates as prescribed. One of the purposes of the meeting shall be to evaluate the progress of the work and to discuss matters relevant to the Contract as required by the parties concerned. The site meetings shall not generally be held for the discussion of daily routine matters in connection with the works. A programme shall also be submitted.

WARD 4: WHITE LOCATION, GREENFIELDS, QOLWENI, and BRACKENHILL & RHOBOLLOLO

C3 Scope of Work

1.	DESCRIPTION OF THE WORKS	
1.1	Employer's objectives	The Employer's objectives are to provide an acceptable and consistent level of service by maintaining all its assets and properties for the benefit of the public.
1.2	Overview of the works	The extent of the works includes the removal of waste and the cleaning and clearing of public open spaces and vacant lands.

1.3	Extent of the works	<p>SOLID WASTE The weekly removal of refuse from all residential and business premises. The daily cleaning and clearing of litter and sand in streets, sidewalks and all open spaces. Removal of all types waste from illegal dumping areas and garden waste as needed and/or requested by municipal official, to an approved waste facility. Attending to complaints reported to the municipal official in terms of solid waste.</p> <p>GRASS CUTTING Grass cutting on sidewalks, parks, verges and parking areas and at all municipal installations and offices (except electrical sub stations) must be done 4-weekly (once a month) All sidewalk lawns shall be neatly trimmed and maintained to a height not less than 20mm and not greater than 40mm The contractor shall collect and remove all litter and foreign objects from the site prior to mowing and dispose of it at an approved refuse site. Sites with excessive rubbish must be reported to the Parks Manager prior to cutting, for alternate arrangements. Picking up and removal of cut grass must be done on the same day. All grass must be trimmed next to the edge on storm water channels, pavement edges and in gutters, three times a year as decided by the Parks Manager. Municipality to provide black bags for litter and pick-up area for the garden refuse and litter. Certain areas may require additional cuts when asked by the Parks Manager. The mowing schedules may be updated as and when required. All the edges around structures are to be neatly trimmed to the same standard as the lawn areas. Care must be taken not to cause damage to the stems of trees and shrubs when trimming edges. The contractor shall specify types and quantities of mowing equipment to be used for the tender. All machinery listed is subject to being inspected by a designated official. A certified completed list of all machinery and equipment must be submitted with the Tender. Failure to comply will lead to Tender disqualification Contractors without machinery will not be considered for the contract. Grassed road verges adjacent to the boundary fences are included under this Contract</p> <p>ROADWAY CLEARING Cutting of all vegetation (bush) growing on or close to the roadway to a distance of at least 1,5 m from the edge of the roadway or as instructed by Management due to surrounding circumstances. The vegetation must be cut to a height allowing trucks to pass underneath. The cut vegetation must be removed on the same day. Before protected trees are pruned Parks Management must be notified All street lamps must be clear of thick vegetation.</p> <p>HERBICIDE APPLICATION Herbicide must be applied to all weeds and grass on roads, hard pavements and gutters twice within a 12-month period (November and March). No herbicide to be applied on windy or rain days. No drift of herbicide to take place on surrounding verges or vegetation The herbicide must contain the active ingredient "Glyosphate" (Roundup or similar product). All herbicide compliance standards must be adhered to as per OHS Act</p> <p>TREES All storm damaged vegetation and trees that have fallen or have broken must be cut up and removed a Municipal Knysna Green Waste site. Complaints in this regard will be forwarded to the contractor when necessary. All tree branches and stumps must be cut to a length of 500mm before dumping at the Green Waste site. The loosened stumps must be removed and the tree site levelled off to the existing ground. The Contractor must check the area for above related problems after storm conditions. All chainsaw operators' compliance standards must be adhered to as per OHS Act</p> <p>BRAAI FACILITIES OUTSIDE PLAYPARKS The maintenance of braai facilities includes the brick fire place and the tables and seating. The repair maintenance must be done in the same materials as the original unless otherwise as directed by Management. The tables and seating must be inspected, washed and cleaned once a month once a month The wooden tables and seating must be varnished twice a year. (June and November) All debris i.e. bones and cigarette butts, must be removed from the immediate surrounds The Contractor must check these facilities before and after all holiday periods. (Inspection schedule to be provided to Management)</p> <p>PARK BENCHES AND SEATING The Park benches and seating must be maintained with the same materials as the original. The wooden seating and tables must be varnished twice a year (June and November) The seating and tables must be inspected, washed and cleaned once a month. All debris i.e. Cigarette butts must be removed from the immediate surroundsThe Contractor must check these facilities once a month as well as before and after all holiday periods. (Inspection dates to be provided to Management).</p>
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2.	PROCUREMENT	
2.1	Preferential procurement procedures	Requirements The procurement process is done in accordance with the Preferential Procurement Policy and Supply Chain Management Policy of the Knysna Municipality and the Preferential Procurement Strategy adopted in terms of Section 2 of the Act.
3.	CONSTRUCTION	
3.1	Works specifications	<div> <div> 1. General 1.1 Daily inspection of the suburbs to identify problems. 1.2 Daily inspection and maintenance of municipal property to prevent/determine problems. Costs of material are recoverable from the municipality. </div> <div> 3. Grass Cutting and Pruning of Trees 3.1 Grass cutting on pavements, parks, verges and parking areas must be done monthly (cut to a distance of at least 1,5m from the edge of tar or gravel on either side of the road and parking areas) 3.2 Grass cutting at the community center, sewerage works and viewpoint must be done, two-weekly. 3.3 Picking up and removal of cut grass on the same day. 3.4 All lawns to be neatly trimmed and maintained to a height not less 35 mm and greater than 60 mm at any time at 40mm maximum. 3.5 Removal and spraying of weeds on Municipal property (excluding private gardens on verges) for 1,5 m from road edge. 3.6 Cutting up and removing fallen trees. </div> </div>
3.2	Construction equipment	The Contractor shall ensure that all plant and machinery used on site is safe for use and that operators are competent and trained for their use.
3.3	Existing services	Procedures for the location, identification and protection of existing services must be established in consultation with the relevant local authorities. Location of these services should as far as possible be confirmed on site. Way leaves, where necessary, must be arranged in advance.
4.	MANAGEMENT	
4.1	Planning and programming	The contractor must supply a program to the satisfaction of the employer
4.2	Sequence of the works	All the works contemplated in this contract shall be completed on a weekly or monthly basis, unless specified otherwise.

4.3	Methods and procedures	<p>1. The contractor shall:</p> <p>1.1 Supervise his own staff.</p> <p>1.2 Ensure exemplary behaviour and that all his personnel are neatly dressed so as not to bring the good name of the Knysna Municipality as a whole into disrepute</p> <p>1.3 Supply all equipment and vehicles needed to satisfactorily carry out the work and is responsible for the maintenance of all equipment and vehicles with the exception of refuse vehicles.</p> <p>1.4 Ensure that there is sufficient stock at all times, to enable him to carry out the necessary work satisfactorily. Obtaining prices and collecting materials within a 70 km radius will be for the Contractor's account.</p> <p>2. Employees must be properly identified with the contractor's name.</p>
4.4	Quality plans and control	<p>1. The contractor shall conduct the following inspections:</p> <p>1.3 Regular inspections of all work undertaken by the contractor.</p> <p>1.4 Regular inspections of Infrastructure.</p> <p>1.5 Quarterly inspection of fire equipment and reporting to Fire Department and Engineer.</p> <p>2. The contractor shall submit a monthly report to the municipality.</p>
4.4	Environment	The Contractor is required to minimize the risk of dust nuisance, noise levels, pollution and inconvenience to, or interference with the public or other arising out of the execution of the works.
4.5	Accommodation of traffic	The Contractor is required to ensure that disruption of traffic on public roads is kept to the essential minimum, that entrances to private properties are accessible at all times, and that all barriers, road signs, etc. are maintained continuously.
4.6	Format of communications	Instructions for specific services/duties will be given in writing by the Employer or his agent.
4.7	Management meetings	<p>2. <u>Site Meetings</u></p> <p>The Contractor or his representative shall attend all site meetings with the Employer on the dates as prescribed. One of the purposes of the meeting shall be to evaluate the progress of the work and to discuss matters relevant to the Contract as required by the parties concerned. The site meetings shall not generally be held for the discussion of daily routine matters in connection with the works. A programme shall also be submitted.</p>
4.8	Payment certificates	The Contractor must submit a monthly invoice on the 20 th of each month, for payment.

4.9	Proof of compliance with the law	<p>The contractor shall ensure that:</p> <ol style="list-style-type: none"> 1. All employees are registered with the Workmen's Compensation Commissioner in a manner which is acceptable to the Department of Labour and which satisfies the requirement of the compensation for occupational injuries and diseases act. 2. All employees are registered for unemployment. 3. All unskilled/casual staff must be paid in accordance with the Labour Act. The contractor will be responsible for their training. 4. All personnel shall wear the necessary protective clothing in accordance with Occupational Health and Safety Act No.85 / 1993 and the Construction Regulations of 2003. 5. Contractor's levies are paid up in full or satisfactory arrangements have been made with the Knysna Municipality Treasury Department to settle outstanding accounts.
4.10	Health & Safety	<ol style="list-style-type: none"> 1. The Contractor shall at all times comply with the requirements of the Occupational Health & Safety Act (1993), Construction Regulations (2003) and the Employer's Pre-Construction Health and Safety Specification. In pursuit of the aforementioned, the Contractor shall allow for: <ul style="list-style-type: none"> • Carrying out and documenting risk assessments of all work to be carried out under the contract. • Preparation of safe work procedures for all work to be carried out under the contract. • Preparation of an H&S plan, discussing it with the Employer, and then amending it as agreed. • Preparation for and conducting "toolbox talks" with relevant employees. • Induction and training as and where required. • Preparation of a Project H&S File. • Regular updating of all of the foregoing. • Provision of PPE and protective clothing for employees • Complying with all H&S requirements for the duration of the contract 2. The client's pre-construction health and safety requirements shall be discussed with the Contractor prior to the commencement of construction activities.
	Barricades and Lighting	<p>The Contractor shall erect and maintain the necessary signs, notices and barricades at strategic points on the boundaries to inform people of the dangers of the construction site as applicable.</p>

MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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 or her representative															
3.2	Identity Number															
3.3	Position occupied in the Company (director, shareholder etc.)															
3.4	Company Registration Number															
3.5	Tax Reference Number															
3.6	VAT Registration Number															

3.7	Are you presently in the service of the state?	YES	NO
3.7.1.	If so, furnish particulars:		
3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1.	If so, furnish particulars:		

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

(a)

member of –

- i. any municipal council;
- ii. any provincial legislature; or
- iii. the national Assembly or the national Council of provinces;

(b)

member of the board of directors of any municipal entity;

(c)

official of any municipality or municipal entity;

(d)

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)

member of the accounting authority of any national or provincial public entity; or

(f)

employee of Parliament or a provincial legislature.

3.9	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?	YES	NO
	If so, furnish particulars:		
3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1.	If so, furnish particulars:		
3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES (80/20)

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, 2017.

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 R50,000,000 (all applicable taxes MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL included); and
- the 90/10 system for requirements with a Rand value above R 50, 000,000 (all applicable taxes included).

1.2 The value of this bid is estimated to EXCEED R50, 000,000 (all applicable taxes included) and therefore the 90/10 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.

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

	POINTS
1.3.1.1. Price	80
1.3.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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 Municipality 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 Municipality.

2 DEFINITIONS

- 2.1 "All Applicable Taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "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;
- 2.4 "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;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 "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;
- 2.7 "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "Contract" means the agreement that results from the acceptance of a bid by an organ of state;

- 2.9 “EME” means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10 “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;
- 2.11 “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;
- 2.12 “Non-firm Prices” means all prices other than “firm” prices;
- 2.13 “Person” includes a juristic person;
- 2.14 “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;
- 2.15 “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;
- 2.16 “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;
- 2.17 “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
- 2.18 “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:

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

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:

5.2

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.4 Bidders other than EMEs 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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:

6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 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 an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE <i>(Tick applicable box)</i>	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			
Company Classification <i>(Tick applicable box)</i>	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS			

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

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

MBD 8 – 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. wilfully 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.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids² 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).³ Collusive bidding is a *per 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 (MBD 9) must be completed and submitted with the bid:

² Includes price quotations, advertised competitive bids, limited bids and proposals.

³ 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:

In response to the invitation for the bid made by:

KNYSNA MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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 consortium⁴ 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁴ 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.

MBD 15 - CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s)

I, _____,
(Full name in block letters) the undersigned, 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 in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards **a Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____
_____, on the _____ day of _____
_____, 20____ .

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

--

8. GENERAL CONDITIONS OF CONTRACT

Definitions

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 **"Chief Executive Officer"** means the CEO of the or her/his duly authorized representative;
- 1.3 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **"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.
- 1.8 **"Day"** means calendar day.
- 1.9 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.10 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.11 **"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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **"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.
- 1.13 **"Force majeure"** means an event beyond the control of the provider and not involving the provider'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.
- 1.14 **"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.
- 1.15 **"GCC"** mean the General Conditions of Contract.
- 1.16 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

- 1.17 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 supplies covered by the bid will be manufactured.
- 1.18 **“Letter of acceptance”** means the written communication by the to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor’s tender subject to the further terms and conditions to be itemized in the contract.
- 1.19 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.20 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.23 **“Purchaser”** means the organization purchasing the goods.
- 1.24 **“Republic”** means the Republic of South Africa.
- 1.25 **“SCC”** means the Special Conditions of Contract.
- 1.26 **“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 provider covered under the contract.
- 1.27 **“Signature date “means** the date of the letter of acceptance;
- 1.28 **“Tender”** means an offer to supply goods/services to the at a price;
- 1.29 **“Tenderer”** means any person or body corporate offering to supply goods/services to the;
- 1.30 **“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 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 in the institution's 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 provider 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 provider 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 provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider 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 goods or any part thereof by the purchaser.

6.2 When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider'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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor 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 clause 8.2 & 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies 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 supplies 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 supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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 provider 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 provider 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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the provider 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 provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

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

17. Prices

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

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.4 Upon any delay beyond the delivery period in the case of a supplies 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes

bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2.1 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.

33. TAXES AND DUTIES

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license
- 33.2 fees, and other such levies imposed outside the purchaser's country.
- 33.3 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.4 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.

34. Transfer of Contracts

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

35. Amendment of Contracts

- 35.1 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

MBD 7.1 – Contract Form – Purchase of Goods / Works

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchase will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration

PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **Knysna Municipality** in accordance with the requirements and specifications stipulated in tender no T 47 OF 2017/18 Maintenance of Municipal facilities and delivery of municipal services to various wards for a period of one year with an option to extend for a further two years and the price(s) are as per the pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
Binding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Technical Specification(s)
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
 - (f) Declaration of Interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any the person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

CONTRACT FORM – PURCHASE OF GOODS / WORKS**PART 2(To be completed by the KNYSNA MUNICIPALITY**

1. I, _____ in my capacity as _____, accept your bid under reference number _____, dated _____, for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions in forthcoming

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice accompanied by the delivery note.

4. I confirm that I am duly authorized to sign this contract.

TO BE COMPLETED BY THE KNYSNA MUNICIPALITY

SIGNATURE:

NAME (PRINT)

WITNESS 1

WITNESS 2

OFFICIAL STAMP:

PART C – DATABASE REGISTRATION

To be a potential supplier to the Municipality this **Supplier Registration Information (SRI)** must be completed and updated annually to enable the generation of orders which will expedite the payment of supplier invoices. An important feature of SRI is the **Procurement Business Number (PBN)** created using your SARS Business Number to uniquely identify your business. This number must always be reflected on quotes/invoices submitted. Private Companies and Close Corporations are required by legislation to reflect their registration numbers as well as the names of Directors and members on all correspondence including quotes and invoices.

This registration will be used by the procurement section to identify and / or inform suppliers of opportunities when they occur. All opportunities above R30 000 are regularly published on our website. Warehouse items required from time to time can be viewed at www.knysna.gov.za

It is not necessary to have a tax clearance to register. It must be noted that legislation prescribes that all transactions exceeding R30 000 annually requires a tax clearance certificate of good standing from SARS. Orders will only be generated in favour of businesses that are compliant on this and the submission of a clearance certificate is therefore strongly advised.

Type Acc

Bank Name

[illegible]

Kindly categorize your company / organization into one of the following: (Tick relevant box)

	17	Consultant		27	Contractor		37	Manufacturer	
	47	Service Provider		57	Supplier		67	Other	

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BEE info (Attach certificate)

BEE Status		BEE Procurement Recognitions (%)		Expiry Date	
Certificate No.			Issued By:		

Declaration

_____ acknowledge that:

1. The above is true and correct.
2. An agreement only exists once an official order has been generated.
3. Council reserves the right to verify the information supplied.
4. All goods to be delivered to the Municipal Stores, Fetcher Street, Industrial Area, Knysna.
5. This documentation can be faxed or e-mailed to the address as stated.
6. I, we agree that monies owed to the Council may be recovered from any Council payment to be made for goods or services supplied, at the discretion of the CFO.
7. We the undersigned declare that we have no close family member in the service of the state or employed by any organ of state.

Name _____

Date _____

FOR OFFICE USE ONLY

17. ATTACHMENTS

The required attachments must be attached hereto:

- A. Tax Clearance Certificate
- B. BBB-EE Certificate
- C. Municipal Account (No older than 3 months from closing date)
- D. Certified Identity Documents copies of Directors/Shareholders
- E. Company Profile
- F. Proof of Experience/Plant and Equipment/Key Personnel
- G. C1 driver's license as well as a valid PDP and have proven and recognizable driving experience of 1 year with a vehicle of at least 3,500kg