Knysna
Municipality • Munisipaliteit • uMasipala
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RFQ'S INVITATIONS

RFQ NUMBER:	**RFQ239/2025/26**
RFQ PROJECT DESCRIPTIONS:	**REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF A NON-FIXED TRADING FACILITY/CRAFT MARKET ON A PORTION OF ERF 255, CORNER OF GEORGE REX DRIVE AND VIGILLENCE DRIVE, KNYSNA.**

CLOSING TIME:	**12:00 PM**	**CLOSING DATE:**	**31/03/2026**

Quotations must be submitted in electronic format to procurement@knysna.gov.za. **SUBJECT:RFQ NUMBER ONLY RFQ239/2025/26**	**Quotations must be submitted in electronic format to procurement@knysna.gov.za.** **SUBJECT:RFQ NUMBER ONLY RFQ239/2025/26**
NAME OF THE SUPPLIER	
TOTAL RFQ PRICE:	
B-BBBE LEVEL STATUS:	
PREFERENCE POINT CLAIMED	
CSD SUPPLIER NUMBER	
CSD UNIQUE REFERENCE NUMBER	
FOR OFFICE USE ONLY ***SUPPLY CHAIN MANAGEMENT***	***CHECKED BY: ....*** ***SIGNATURE:..*** ***VERIFIED BY: ....*** ***SIGNATURE: ....***

KNYSNA MUNICIPALITY RFQ NOTICE AND INVITATION TO SUBMIT DETAILS OF THE SUPPLIER							
NAME OF THE SUPPLIER							
TRADING AS (if different from above):							
TYPE OF THE COMPANY							
STREET ADDRESS:							
	City/Town		Code				
POSTAL ADDRESS:							
	City/Town		Code				
CONTACT PERSON:							
COMPANY REGISTRATION NUMBER:			**CIDB CRS NUMBER:**				
TCS PIN			**FACSIMILE NUMBER:**				
E-MAIL ADDRESS:							
TELEPHONE NUMBER:			**CELLPHONE NUMBER:**				
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?				**YES**		**NO**	
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)				**YES**		**NO**	
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)				**YES**		**NO**	
DECLARATION							
I am duly authorised individual to represent the company for the purpose of this RFQ and hereby submit the RFQ to supply service or goods and in accordance with specifications clearly defined in the attached document, and on terms and conditions of the Knysna Municipality.							
FULL NAME AND SURNAME			**SIGNATURE**				
CAPACITY			**DATE**				

Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	**KNYSNA MUNICIPALITY**			
	RFQ NOTICE AND INVITATION TO SUBMIT			
	NOTICE NO	**RFQ239/2025/26**	**DEPARTMENT**	**Economic Development**

ADVERTISED OR PUBLISHED	**Advertised**		
RFQ NO:	**RFQ239/2025/26**	**PUBLISHED DATE:**	**23/03/2026**
RFQ DESCRIPTION	**REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF A NON-FIXED TRADING FACILITY/CRAFT MARKET ON A PORTION OF ERF 255, CORNER OF GEORGE REX DRIVE AND VIGILLENCE DRIVE, KNYSNA.**		
AVAILABILITY OF BID DOCUMENTS:			
OBTAINABLE DATE	**23/03/2026**	**Compulsory requirements**	N/A

RFQ'S GENERAL TERMS AND CONDITIONS

- Prices quoted must be firm, inclusive of VAT where applicable be on the company letter Head with company address, registration number and contact details, signed and shall remain valid for 90 days.
- All Municipal Bidding Document must be completed and duly authorized by the designated Individuals (MBD1, MBD4, MBD 6.1, MBD8, MBD9.
- The Total amount of the RFQ is below R300 000.00 and only one service provider will be appointed upon the approval of the purchase order by the Municipality.
- In cases where companies don't have letter heads, their quotations must be stamp with company stamp containing the company details.
- 30 days' payments terms and conditions of the invoices will be applicable and after the delivery of goods and services in the Municipality.
- The status of the supplier's Municipal account must be submitted. All prices quoted must be itemized in accordance with expected deliverables or detailed price/ cost breakdown.
- RFQ's will be evaluated according to the **80/20** preference points system. The RFQ's are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022
- The Municipality reserves the right to withdraw any invitation to RFQ and/or re-advertise or to reject any RFQ's or to accept a party. The Municipality reserve the right not to accept the lowest RFQ or to award RFQ to the supplier scoring the highest number of points.

NO RFQ WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)..

Suppliers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za.

Preferential Procurement Point System Applicable	**N/A**	**Local Content Requirement**	**N/A**
CIDB REGISTRATION		**Validity Period**	**90 Days**
VALIDITY PERIOD	Notwithstanding the period of validity of bids as set out in the bid documents, 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.		
INFORMATION SESSION	**N/A**		

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		**ANY ENQUIRIES REGARDING THE RFQ PROCEDURE MAY BE DIRECTED TO:**	
SECTION	**ECONOMIC DEVELOPMENT**	**SECTION**	**SUPPLY CHAIN MANAGEMENT**
CONTACT PERSON	**Lungiswa Goya**	**CONTACT PERSON**	**Phindiswa Mseleni**
Tel:	**ONLY WRITTEN ENQUIRIES**	**Tel:**	**ONLY WRITTEN ENQUIRIES**
Email:	lgoya@knysna.gov.za	**Email:**	pmseleni@knysna.gov.za
SIGNATURE:	**APPROVED BY ACTING MUNICIPAL MANAGER**	**DR. RICHARD MARTIN**	
		SIGNATURE	

SCOPE OF WORK

REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF A NON FIXED TRADING FACILITY/CRAFT MARKET ON A PORTION OF ERF 255, CORNER OF GEORGE REX DRIVE AND VIGILLENCE DRIVE, KNYSNA.

The following Specifications apply to this bid:

1. BACKGROUND

Knysna Municipality is seeking proposals from qualified and suitable bidders for the development **of a non-fixed trading facility or a craft market on** Portion of Erf 255, corner of George Rex Drive and Vigilance Drive, Knysna.

The property is currently under the ownership of the Knysna Municipality and was previously used as trading area for local small businesses. The property is currently vacant with no structure and it is in the interest of the Municipality to appoint a suitable provider to develop and utilise the property as either a trading facility or a craft market. Due to its strategic location, the property has a potential to attract various activities that may create traffic to the area locally as well as tourists. Adjacent to the property is the Knysna's most busy Industrial area with various industries that are key economic driver in the Greater Knysna. Developing a trading facility or a craft market in the area will provide local small businesses an opportunity to have access to affordable trading spaces. The portions measures an approximate total area of 678725m².

The properties are currently zoned Undetermined zone and Transport zone, Erf 255, Knysna, is zoned "Undetermined Use Zone" in terms of the Knysna Zoning Scheme By-law (2020), therefore land use applications will be required for intended development that exceeds the scope of the current zonings.

The Knysna Municipal Spatial Development Framework (2020) earmarked the area as follows:

- The precinct where the African Craft market is currently located. Currently no public infrastructure in place. The property should be treated as a strategic municipal investment property - its economic value addition is not currently realised. The site is located along a tourism, community, industry and residential activity corridor (Industrial/Hornlee access + Leisure Isle/Heads/Pezula) and is within a wetland area. There is a need to improve the ecological services provided by the Bongani wetlands bordering the African Craft Market. Currently the level of pollution entering the estuary from the Bongani river system is unacceptably high. A rehabilitated wetland

and riparian zone will improve flood mitigation and reduce the pollutants entering the estuary while creating an opportunity for the development of an urban wetland park. The centre should be developed around low impact economic opportunities that draw benefits from being located in a natural, highly visible and aesthetically pleasing site. This precinct should cater for economic possibilities such as a multi-purpose events/business tourism facility with low environmental impact, a more formalised micro-enterprise space/facility but allow for balance with regard to community/green/public open space system. A public slipway has been identified as a key need by the boat building industry and this location has been identified as ideal. This should be explored further as potential economic infrastructure.

Eligible service providers are therefore requested by the Knysna Municipality to submit a proposal for the development of a non-fixed trading facility or a craft market. A two envelope approach (concept vs price) will be followed where 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 “development 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

Evaluation will be done based on the quality of the technical proposal 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.

1.1 <u>TERMS AND CONDITIONS</u>

- The property shall be utilised for non-fixed trading facility / craft market.
- The development must not be a permanent structure and should be approved by the Municipality.
- The facility should be used solely for commercial purposes accommodating small businesses and informal traders who will enter to an agreement with the successful bidder.
- The facility must make provision for on-site ablution facilities to be utilised by both small businesses operating on site as well as the public.

- Bidders must familiarise themselves with the land use management as well as the building control and environmental management legislations and guidelines to ensure compliance prior to commencing construction on site.
- All compliance processes to be followed i.e. Environmental Impact Assessment will be at the cost of the bidder.
- Any application pertaining to land use, building control and/or environmental authorisation will be for the cost of the successful bidder. It is the bidder's responsibility to ascertain which authorisation will be applicable to their proposal.
- The successful bidder will be required to enter into a lease agreement with the Municipality with a term and cost to be determined by the Municipality.
- Provision for parking should be made within the site.
- It is the responsibility of prospective bidder to inspect the property prior to submission of this tender document and to consider consulting their own professional advisors in the matter of ascertaining for themselves the site conditions, traffic, location, surroundings, availability of electricity, water and other utilities, access to the site, applicable laws and regulations and any other matter considered relevant to the lease of the property.
- A site plan and an architectural depiction should be submitted to the Municipality for approval prior to the development of the site.
- The successful bidder shall make provision for the current informal traders currently trading in the area.
- Interested bidders have the option to attend an on-site information session regarding the Expression of Interest, alternatively interested bidders may request additional information from the Municipality via e-mail.

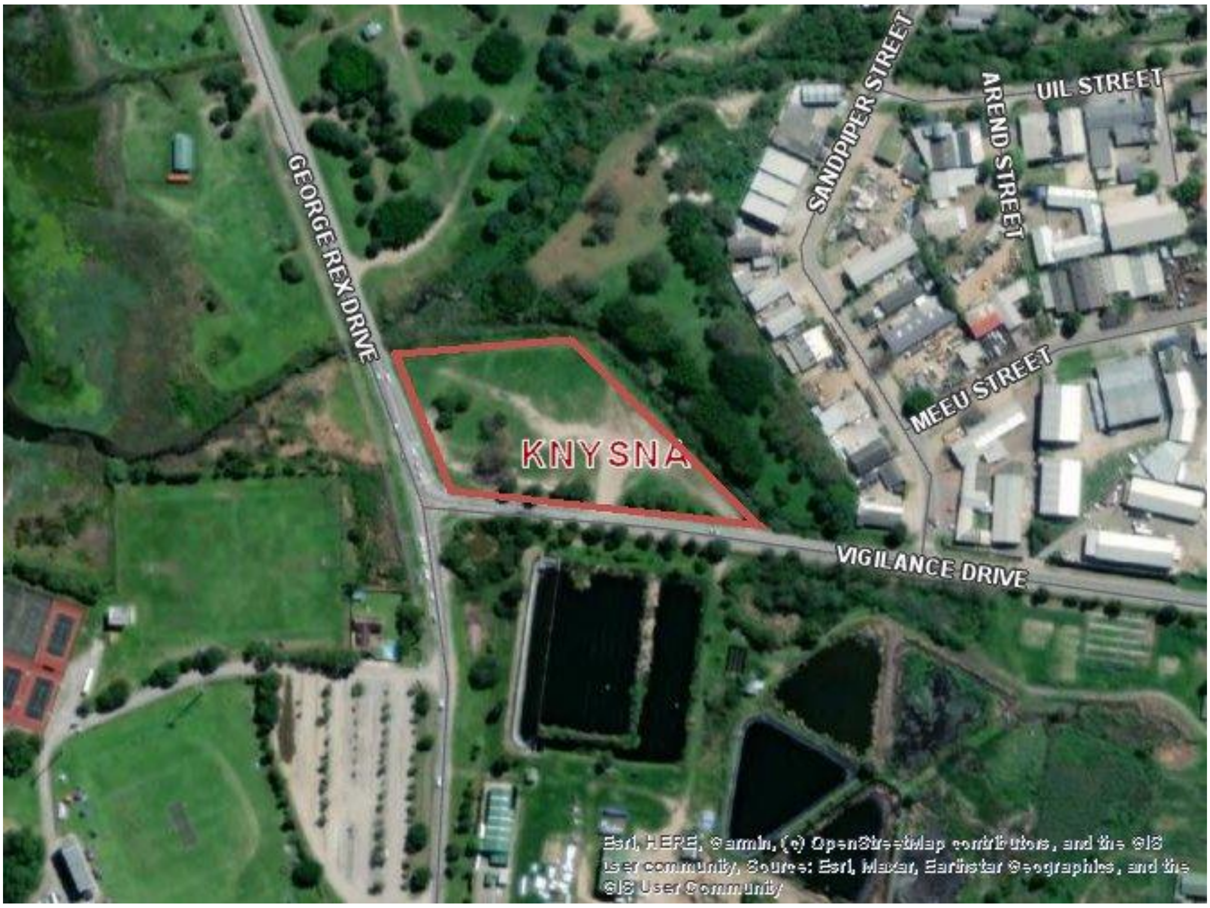
1.2 TENDER REQUIREMENTS

- Bidders are to provide a detailed development proposal including, but not limited to conceptual designs, estimated costing.
- The bidders are to provide a detailed maintenance plan, traffic impact assessment, waste management plan, marketing plan and long term sustainability plan.
- The proposal must also demonstrate how the development will benefit the community of Knysna.
- The development proposal should include draft development plans and architectural depictions of the proposed development and indicate which land use, environmental and building plan applications will be required.

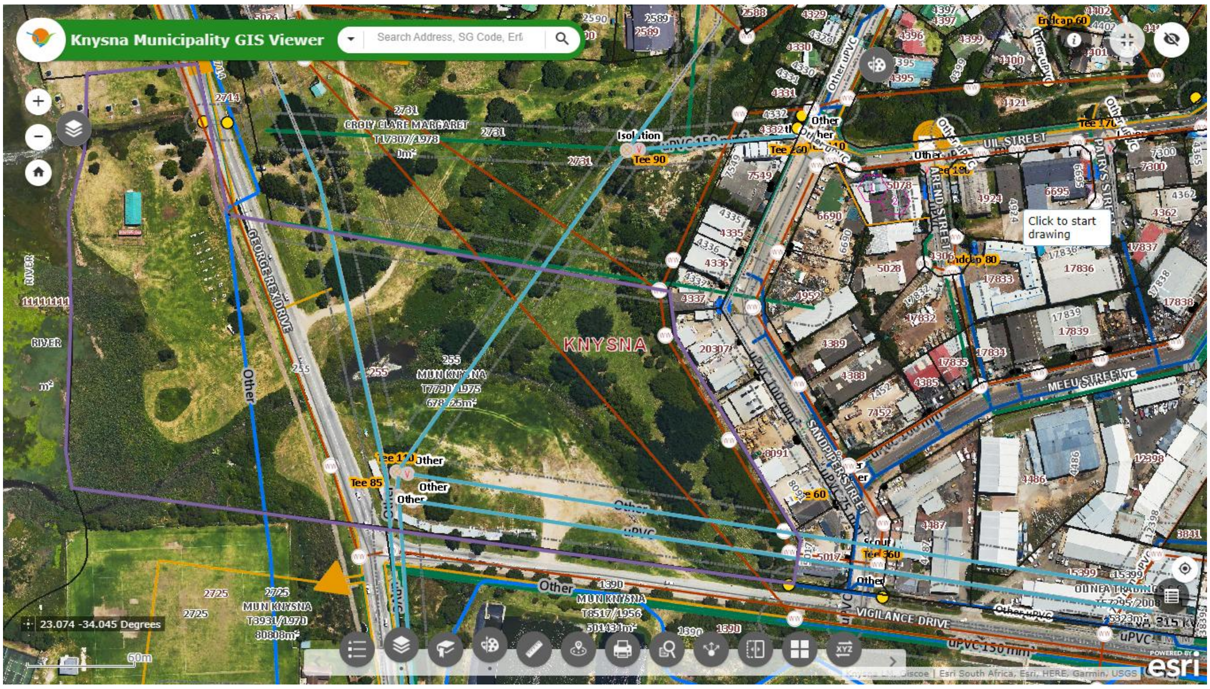
- Clear timeframes for the bid deliverables must be included in the bid proposal. All costs related to town planning and building control submissions will be for the account of the successful bidder.
- A clear security plan
- Project implementation plan to include the planning phase of the project
- The proposal should be in line with the with either of the below periods

(i) 5 to 10 years;
(ii) 10 to 15 years; or
(iii) 15 to 20 years.

MAP 1: LOCATION MAP OF PORTION OF ERF 255 KNYSNA



MAP 2: UNDERGROUND SERVICES



Light blue & Blue - Water mains

Brown - Sewage mains

Green & yellow - Electrical

FUNCTIONALITY

Proof to substantiate and claim the points must be attached to the functionality points claim form. Failure to attach the proof could cause the bidder to be non-responsive.

<u>EVALUATION CRITERIA</u>

The evaluation of the functional proposal will be on the basis of their responsiveness to each section. The point system indicated below will be applied. Bidders must submit their proposals in one single envelope for both functionality/technical and pricing.

The Bid Evaluation Committee (BEC) will determine whether the proposals are complete i.e. whether the bidder has provided sufficient supporting documentation and information to enable the BEC to assess the bidder's proposal. If not, the proposal may be rejected as non-responsive.

Evaluations will begin with the functional (technical) proposal. Financial proposal will only be considered in respect of Bidders who achieved a minimum score of 60 points for functionality.

Respondents will be required to demonstrate that they have the financial capacity to implement their proposal.

<u>All potential bidders need to submit a proposal which will be evaluated by the BEC. The format of the proposal document needs to contain the following:</u>

1. **Company Profile** including brief history of the applicant or organisation, information about services it provides, organisational capacity and staffing and related experience in similar developments as set out in the proposal.

2. **Development Proposal/ Business Plan:** Prepare a brief narrative description of the key Elements of your proposal. The proposal should include, at a minimum the following elements:
   a. Conceptual plans and concept description of the development proposal, including elevations, artistic impressions and the proposed usage.
   b. Project Budget including both the proposed use, construction and development costs if applicable, and funding sources.
   c. Development timeline including key dates for the implementation plan for the development including key dates proposal of the proposed business establishment.
   d. Detailed market analysis and long term sustainability plan for the proposed development.

3. **Evidence of Financial Capacity:** Include evidence of financial capacity for the bidder. This must include the following, as applicable:
   a. Three years Audited Financial Statement for the company or principals.
   b. Submit a Funding Model, In the event that a bidder requires funding to undertake the development, then a commitment letter or line of credit from a lender/financial institution i.t.o. funding to be used to develop the properties.

NB: In the event of a Joint Venture, all required information regarding the Joint venture should be submitted.

<table>
<tr><th>FUNCTIONALITY</th><th>MAXIMUM POINTS</th><th>MINIMUM POINTS PER CRITERIA</th><th>BIDDER SCORE</th></tr>
<tr><td>1. Company Experience

a) Submission of reference letters to demonstrate successful completion of similar projects.

1 -2 Reference Letters for successfully completed projects = (10 points)

3-5 Reference Letters for successful projects = (15 points)

6-10 Reference Letters for successful projects (20 points).

10 and more Reference Letters for successful projects (30 points)

(The bidder should provide reference letters to demonstrate successful projects)</td><td>30

10

15

20

30</td><td>20</td><td></td></tr>
<tr><td>2. Development Proposal Bidders are requested to submit a full proposal covering the following:

a) Conceptual plans and Concept: Description of the proposed development including elevations, artistic impressions and the proposed use.
1) Excellent aesthetically pleasing and environmentally friendly facility with alternative energy sources): 15 points.
2) Average (aesthetically pleasing): 5 points
3) Poor: 0 points]

b) Proposed lay out plan for the envisaged facility as well as number of SMME opportunities to be created. (5 points)

(A bidder must score a minimum of 10 points for the development proposal criteria to be evaluated further</td><td>20

15

5</td><td>10</td><td></td></tr>
</table>

3. Project Implementation plan **a)** Submit a clear project implementation plan with clear time lines. **(10 points)** **b)** Detailed Organisational chart depicting the number of temporary jobs to be created. **(10 points)** More than 15 temporary staff = 10 points 5 – 15 temporary staff = 5 points ***(A bidder must score a minimum of 10 points for the financial capacity criteria to be evaluated further)***	20 10 10 5	10	
Financial Capacity to Implement the Project **a)** Bank Rating to execute the bid proposal. Bank rating A – C = **(10 points)** Bank Rating D - E = **(10 points)** Bank Rating F and below **(05 points)** ***To be evaluated further the bidder must obtain a minimum of 20 points for this session***	30	20	
TOTAL	**100**	**65**	

All bids will be evaluated by a panel on the basis of functionality. Only bidders who score at least 60 points for functionality, with at a score of 20 points for criteria 1(A&B) , 10 points for criteria 2 and 30 points for criteria 3 will be considered for evaluation in terms of price.

CRITERIA:

****Note: Please indicate the page reference in your bid for proof of each criterion:**

Criterion 1: Relevant/Similar Experience to Support the Development Proposal	
Criterion 2: Development Proposal/ Business Plan	
Criterion 3: Project Implementation Plan	

PRICING

Item No	Description	Amount
1	**Offer (Market related)**	
	SUB TOTAL	
	15% VAT	
	GRAND TOTAL	

THIS RFQ DOCUMENT WILL NOT EXCEED THE AMOUNT OF R300 000-00

NAME OF THE BIDDER: ....
DIRECTOR OF THE COMPANY ....
SIGNITURE: ....
SIGNITURE OF TENDERER ....
DATE: ....

KNYSNA MUNICIPALITY TAX CLEARANCE CERTIFICATE REQUIREMENTS	
It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.	
1.	In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

KNYSNA MUNICIPALITY - DECLARATION OF INTEREST			
1.	No bid will be accepted from persons in the service of the state*.		
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.		
3.	**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**		
3.1.	Full Name of bidder or his / her representative:		
3.2.	Identity number:		
3.3.	Position occupied in the Company (director, trustee, shareholder²)		
3.4.	Company Registration Number:		
3.5.	Tax Reference Number:		
3.6.	VAT Registration Number:		
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.		
3.8.	Are you presently in the service of the state*	**YES / NO**	
3.8.1.	If yes, furnish particulars.		
3.9.	Have you been in the service of the state for the past twelve months?	**YES / NO**	
3.9.1.	If so, furnish particulars.		
3.10.	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**	
3.10.1.	If so, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**	
3.11.1.	If so, state particulars.		

3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	**YES / NO**	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	**YES / NO**	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	**YES / NO**	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		

COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:

Full Name	Identity Number													Individual Tax Number for each Director	State Employee Number

CERTIFICATION

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

NAME OF ENTERPRISE			
CAPACITY		**DATE**	
NAME (PRINT)		**SIGNATURE**	

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

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

f)	an employee of Parliament or a provincial legislature.
[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.	

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) **NB: BBBEE Certificate will be applied in order to allocate points for preference.**

DECLARATION WITH REGARD TO COMPANY/FIRM

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1-8	Level 1=20	
	Level 2=18	
	Level 3=14	
	Level 4=12	
	Level 5=8	
	Level 6=6	
	Level 7=4	
	Level 8=2	
Non-Compliant Contributor	0	

4.3. Name of company/firm…………………………………………………………………….

4.4. Company registration number: ………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	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).		
3.	**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**		
3.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).**	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	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	
3.6.	If so, furnish particulars:		
3.7.	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	
3.8.	If so, furnish particulars:		
3.9.	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	
3.10.	If so, furnish particulars:		

4.	CERTIFICATION		
I, 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.			
NAME OF ENTERPRISE			
CAPACITY		**DATE**	
NAME (PRINT)		**SIGNATURE**	
WITNESS 1		**WITNESS 2**	

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

4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
RFQ Number:	
Description:	**REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF A NON-FIXED TRADING FACILITY/CRAFT MARKET ON A PORTION OF ERF 255, CORNER OF GEORGE REX DRIVE AND VIGILLENCE DRIVE, KNYSNA.**
in response to the invitation for the RFQ issued by the **Knysna Municipality,** do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Supplier):	

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.			
NAME (PRINT)		**SIGNATURE**	
CAPACITY		**DATE**	

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

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

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

KNYSNA MUNICIPALITY

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

(To be signed in the presence of a Commissioner of Oaths)

I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:	**(name of the enterprise)**

I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

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 any **Municipality** in respect of which payment is overdue for more than 30 days;

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

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)

NB: **Please attach** copy(ies) of Municipal Accounts

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

Therefore, hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		**DATE:**	

COMMISSIONER OF OATHS Signed and sworn to before me at ________________________, on this ________________________day of __________________ 20___ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. **COMMISSIONER OF OATHS:-** Position: ____ Address: ____ Tel: ____	**Apply official stamp of authority on this page:**

KNYSNA MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1. DEFINITIONS The following terms shall be interpreted as indicated:	
“Closing time”	means the date and hour specified in the bidding documents for the receipt of bids.
“Contract”	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
“Contract price”	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
“Corrupt practice”	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
“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.
“Day”	means calendar day.
“Delivery”	means delivery in compliance of the conditions of the contract or order.
“Delivery ex stock”	means immediate delivery directly from stock actually on hand
“Delivery into consignees store or to his site”	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"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.
”Force majeure”	means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
“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.
“GCC”	means the General Conditions of Contract.
“Goods”	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
“Imported content”	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
“Local content”	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
“Manufacture”	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
“Order”	means an official written order issued for the supply of goods or works or the rendering of a service.
“Project site”	where applicable, means the place indicated in bidding documents.
“Purchaser”	means the organization purchasing the goods.
“Republic”	means the Republic of South Africa.
“SCC”	means the Special Conditions of Contract.

"Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

7. Performance security

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

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

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

- 7.3.1. 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
- 7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

10.1. Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

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

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
  - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty	
15.1.	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2.	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3.	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4.	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5.	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

18. Variation orders	
18.1.	In cases where the estimated value of the envisaged changes in purchase does not vary more tha15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

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

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

21. Delays in the supplier's performance	
21.1.	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2.	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3.	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.4.	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
21.5.	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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping 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 of 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.