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JOHANNESBURG ROADS AGENCY(SOC) LTD

(Company Registration No: 2000/028993/07)

TENDER DOCUMENTS – GOODS AND SERVICES

CONTRACT NUMBER : JRA/23/99

SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE SERVICE PROVIDER FOR THE DISPOSAL OF DELIVERED STORMWATER AND HAZARDOUS WASTE FROM VARIOUS DEPOTS WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS) ON AS AND WHEN REQUIRED

LOCAL PRODUCTION AND CONTENT:	FOR NONE-DESIGNATED SECTORS	
NAME OF BIDDING ENTITY		
ADDRESS		
TELEPHONE NUMBER:		FAX:
EMAIL ADDRESS		
CLOSING DATE AND TIME	12 September 2024	
Compulsory Briefing	Venue : JRA Head Office 75 Helen Joseph Street Cnr Harrison Street Date : 14 August 2024 Time : 10:00 AM	



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Chapter 1 - Tender Data

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TENDER DATA

Clause number	Tender Data
1.1.1	The employer is the Johannesburg Roads Agency
1.1.2	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer
1.1.3	While JRA will make reasonable efforts to communicate any changes to this procurement, Amendments and Clarifications to this procurement will be communicated to bidders. Any queries must be submitted to tenderenquiries@jra.org.za .
1.1.4	<p>One-envelope procedure will be followed. This is a ONE Envelope submission system.</p> <p>The Bidder shall submit a signed and complete BID comprising the Returnable documents and forms in accordance with the requirements of submission (Documents Comprising BID).</p> <p>No electronic submission is permitted.</p> <p>An authorized representative of the Bidder shall sign the original submission letters in the required format.</p> <p>The authorization shall be in the form of a written Power of Attorney (Board Resolution).</p> <p>A Bid submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written Power of Attorney signed by each member's authorized representative.</p> <p>Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p> <p>The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate.</p> <p>The number of copies shall be One (1) Original and One (1) Copy or memory stick.</p> <p>All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p>



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Clause number	Tender Data
	<p>The original and all the copies of the BID / memory stick shall be placed inside of a sealed single envelope clearly marked "Name of the Tender", reference number, name and address of the</p> <p>Bidder, and with a warning "Do Not Open until [insert the date and the time of the BID submission deadline]."</p> <p>If the envelopes and packages with the BID are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
1.1.5	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.</p>
1.1.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Physical address:</p> <ul style="list-style-type: none"> • 75 Helen Joseph (Previously President Street), Johannesburg <p>Location of tender box:</p> <ul style="list-style-type: none"> • Ground Floor of the Johannesburg Roads Agency • Identification details: TENDER BOX <p>Title to appear on envelope:</p> <p>CONTRACT NUMBER : JRA/23/99 - SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE SERVICE PROVIDER FOR THE DISPOSAL OF DELIVERED STORMWATER AND HAZARDOUS WASTE FROM VARIOUS DEPOTS WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS) ON AS AND WHEN REQUIRED</p> <p>This envelope must contain the Bid Documentation and returnable documents.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name.</p> <p>BIDDERS ARE REQUESTED TO DO COMBO (SPIRAL/ GLUED) BINDING IN THE BID DOCUMENTS</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>



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Clause number	Tender Data
1.1.7	<p>The closing time for submission of tender offers is 11h00 on 12 September 2024</p> <p>The Johannesburg Roads Agency is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
1.1.8	The tender offer validity period is 120 days.
1.1.9	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) A person who is an advisor or consultant contracted with the municipality or municipal entity. <p>In the service of the state means to be –</p> <ul style="list-style-type: none"> a) a member of: - <ul style="list-style-type: none"> 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 of any municipality or municipal entity; d) an employee of any national or provincial department; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) An employee of Parliament or a provincial legislature.
1.1.10	<p>Arithmetical errors, omissions and discrepancies</p> <p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers.</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or



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Clause number	Tender Data
	<p style="text-align: center;">ii. the summation of the prices.</p> <p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply 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 shall be corrected. c) Where there is an error in the total of the prices either as a result of other d) 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 bills of quantities apply) to achieve the tendered total of the prices. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>

Chapter 2 : MBD Forms, Returnable Documents and Schedules

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MBD 1: INVITATION TO BID

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	CONTRACT NUMBER : JRA/23/99	CLOSING DATE:	12 September 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	CONTRACT NUMBER : JRA/23/99 SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE SERVICE PROVIDER FOR THE DISPOSAL OF DELIVERED STORMWATER AND HAZARDOUS WASTE FROM VARIOUS DEPOTS WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS) ON AS AND WHEN REQUIRED				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED
 IN THE BID BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					



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VAT NUMBER	REGISTRATION NUMBER		
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]		[IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	tenderenquiries@jra.org.za
E-MAIL ADDRESS	tenderenquiries@jra.org.za		



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**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN 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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>



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IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:.....



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MBD 2: TAX CLEARANCE COMPLIANCE REQUIREMENTS

CONDITIONS PERTAINING TO TAX

TAX COMPLIANCE REQUIREMENTS

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

Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.

Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.

The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.

Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the JRA to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system.

FULL NAME OF BIDDER:	ELECTRONIC TAX COMPLIANCE STATUS SYSTEM PIN NO:



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MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
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- Required by:
- At:
.....
- Brand and Model
- Country of Origin



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- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable



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MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date Enter Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?
*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

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



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MBD 3.2: PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE



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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



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STORMWATER AND HAZARDOUS WASTE FROM VARIOUS DEPOTS
WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS) ON AS**

MBD 4: DECLARATION OF INTEREST

(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderer's should be used interchangeably)

1. No bid will be accepted from persons in the service of the state*

Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state*, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state*, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where,

- the bidder is employed by the state*, and/or
- the legal person on whose behalf the bidding documents is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved and or adjudication of the bid.

*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 of 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 public entity; or an employee of Parliament or a provincial legislature.

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:



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3.1	Full name of bidder or his or her representative													
3.2	Identity number													
3.3	Position occupied in the company (director, shareholder ² 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:													
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										
3.9.1	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, principal 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, principal shareholders or stakeholders in the service of the state?	YES		NO										
3.12.1	If so, furnish particulars:													



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3.13	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	
3.13.1	If so, furnish particulars:						
3.14	Please provide the following information on ALL directors / shareholders / trustees /members below:						
Full Name and Surname		Identity Number	Personal Income Tax Number	Provide State ³ employee number (Only to be completed if in the service of the State)			

NB:

- BIDDER MUST ADD ADDITIONAL COPIES OR TABLE IF THEY HAVE MORE DIRECTORS
- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS/TRUSTEES/MEMBERS, ETC.

DECLARATION

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

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



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SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			



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MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?

*YES / NO

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

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES / NO

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

*YES / NO

- 2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES / NO



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3.1 If yes, furnish particulars

.....
.....

*YES / NO

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER



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DECLARATION OF PUBLIC INTEREST SCORE (PIS) SCORE

Further to MBD 5 Question 1; where it was declared that your company is not required by law to prepare annual financial statements for auditing, please declare your company's PIS score below:

PIS SCORE FOR EACH SET OF FINANCIALS		
PIS SCORE:(2022/23)		
PIS SCORE:(2021/22)		
PIS SCORE:(2019/20)		
Indicate which Financial Statement classification apply to your company	PIS Score	Tick relevant box below with an "X"
- Financial Statement provided <u>must be audited</u> (Where the bidder did not provide a PIS score, or if the PIS score provided is 350 and above; audited financial statements must be provided)	Above 350	
- Financial Statement provided <u>must have an independent review</u> (Where the bidder's PIS score is between 100 and 350; financial statements independent reviewed by a registered auditor or a chartered accountant must be provided)	Between 100 and 350	
- Financial Statement provided <u>do not require to be audited neither independent reviewed</u> (Where the bidder's PIS score is below 100, financial statements must be provided but don't have to be audited or independently reviewed)	Below 100	

IMPORTANT NOTE:

BIDDERS WHO DO NOT PROVIDE AUDITED FINANCIAL STATEMENTS MUST PROVIDE A PIS SCORE TO CONFIRM IF THE BIDDER SHOULD PROVIDE INDEPENDENTLY REVIEWED FINANCIAL STATEMENTS OR NOT. NON-COMPLIANCE TO THE AFOREMENTIONED WILL RESULT IN THE BID BEING REGARDED AS NON-RESPONSIVE AND DISQUALIFIED FROM FURTHER EVALUATION.

CERTIFICATION

I, THE UNDERSIGNED (NAME)CERTIFY THAT THE PIS SCORE ABOVE IS CORRECT.



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JRA MAY REQUEST FOR SUPPORTING DOCUMENTS TO CONFIRM THE ABOVE SCORE.

THE FOLLOWING INFORMATION IS PROVIDED BY JRA FOR THE BIDDER'S INFORMATION ONLY AND THE INFORMATION MIGHT ASSIST THE BIDDERS RELATING TO THE Companies and Intellectual Property Commission REQUIREMENTS IN TERMS OF THE FINANCIAL STATEMENT REQUIREMENTS OF THE Companies Act (2008) AND THE Closed Corporations Act (1984).

Financial Statements and Independent Reviews

Private or personal liability companies that are required to be audited by the Companies Act, 2008 or regulation 28, must file a copy of the latest approved Audited Financial Statements on the date that they file their annual return with the CIPC.

The following private companies are required to have their annual financial statements audited:

- Any private or personal liability company if, in the ordinary course of its primary activities, it holds assets in a fiduciary capacity for persons who are not related to the company, and the aggregate value of such assets held at any time during the financial year exceeds R5 million;
- Any private or personal liability company that compiles its financial statements internally (for example, by its financial director or one of the owners) and that has a Public Interest Score (PIS) of 100 or more;
- Any private or personal liability company that has its financial statements compiled by an independent party (such as an external accountant) and that has a Public Interest Score (PIS) of 350 or more;

Unless the company has opted to have its annual financial statements audited or is required by its Memorandum of Incorporation (MOI) to do so, a private or personal liability company that is not managed by its owners may be subject to independent review if:

- It compiles its financial statements internally and its Public Interest Score is less than 100;
- It has its financial statements compiled independently at its Public Interest Score is between 100 and 349;

Private or personal liability companies that are not required to have their financial statements audited, may elect to voluntarily file their audited or reviewed statements with their annual returns. If such companies choose not to file a full set of financial statements, they must file a financial accountability supplement with their annual return.



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How to calculate the Public Interest Score (PIS) of a company or close corporation:

- a number of points equal to the average number of employees of the company during the financial year;
- one point for every R1 million (or portion thereof) in third party liability of the company, at the financial year end;
- one point for every R1 million (or portion thereof) in turnover during the financial year; and
- one point for every individual who, at the end of the financial year, is known by the company-
 - in the case of a profit company, to directly or indirectly have a beneficial interest in any of the company's issued securities; or
 - in the case of a non-profit company, to be a member of the company, or a member of an association that is a member of the company.

Source Companies and Intellectual Property Commission website: <http://www.cipc.co.za>

Does your CC follow the CC Act or the Companies Act?

If you're not 100% compliant with legislation for accounting officer duties, you'll face penalties. When the Companies Act (2008) came into effect, the Closed Corporations Act (1984) didn't fall away. The Companies Act didn't replace it either! So where does that leave your business?

Well.... The answer is that you need to follow both!

And do you need an audit?

According to the Close Corporations Act, you don't need an audit. You can use general accounting principles. For companies, you have to follow IFRS and the Companies Act. But if your CC grows the Companies Act kicks in and a full audit and IFRS or IFRS for SMEs is required

Source: FSP Business Website: <http://fspbusiness.co.za/articles/accounting/do-you-know-when-and-why-you-need-to-create-financial-statements-7151.html>

Do you know when and why you need to create financial statements?

Here's what to do to calculate your PIS score:

The company gets 1 point for every:

- Shareholder/partner; and
- Staff member over the entire year.

Important:

You need to look at the average of all the staff members for the entire year. So, if you have a high staff turnover, don't worry about having a high PIS score!

- Every R1 million rand of turnover (or part thereof);

Or



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- Every R1 million of outside debt.

I've compiled this handy flowchart you can use to see if you need to have a review or an audit – or maybe you need nothing at all:

Source: <http://practicalaccountancylooseleaf.co.za/content/aadppc2013b-does-your-cc-follow-cc-act-or-companies-act>

The following links might assist the bidder to calculate the Public Interest Score (PIS)

<http://statucor.co.za/public-interest-score>

<https://www.casewarefrica.co.za/interesting-reads/articles/calculate-your-business-s-public-interest-score/>

<http://www.ithembaonline.co.za/wp-content/uploads/2016/10/Public-Interest-Score-Calculator.xlsx>

https://www.exceedinc.co.za/assets/dynamic/70/files/79/6/6_public-interest-score-1--nuutste-weergawe.xlsx

The following links might assist the bidder to get a better understanding of legislative requirements and the Public Interest Score (PIS)

<http://www.cipc.co.za/index.php/manage-your-business/manage-your-company/private-company/compliance-obligations/financial-statements/>

<http://www.cipc.co.za/index.php/manage-your-business/compliance-and-recourse>

https://www2.deloitte.com/content/dam/Deloitte/za/Documents/governance-risk-compliance/ZA_AuditRequirementsAndOtherMattersRelatedToTheAudit_24032014.pdf

<http://www.mdacc.co.za/index.php/companies-act-and-annual-financial-statement-requirements/>



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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

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.

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



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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).

GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

T SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender



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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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{\max} = 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



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below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) Points will be allocated in line with the equity shareholding percentage of the respective directors.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	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)	Means of Verification
HDI				
Total Points	5	10		CSD report, Valid BBEE Certificate/ Sworn Affidavit, Certified Copy of Identity Documentation and share certificate
Business owned by 51% or more- Black People	2	4		CSD report, Valid BBEE Certificate/ Sworn Affidavit, Certified Copy of Identity Documentation and share certificate
Business owned by 51% or more- Women	1	2		CSD report, Certified Copy of Identity Documentation and share certificate
Business owned by 51% or more- Black Youth	1	2		CSD report, Valid BBEE Certificate/ Sworn Affidavit, Certified Copy of Identity Documentation and share certificate
Business owned by 51% or more- Black People with Disability	1	2		Certified copy of disability certificate and share certificate
Promotion of Local Economy				
Total Points	5	10		
SMMEs (An EME OR QSE)	3	5		CSD report, Valid BBEE Certificate/ Sworn Affidavit
ENTERPRISES LOCATED WITHIN	2	5		CSD , Proof of Residence



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THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY				
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DECLARATION WITH REGARD TO COMPANY/FIRM

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;



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- (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.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER



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MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

FOR DESIGNATED SECTORS, WHERE ONLY LOCALLY PRODUCED GOODS OR LOCALLY MANUFACTURED GOODS MEETING THE STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT, WILL BE TAKEN INTO ACCOUNT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. The DTI makes provision for the promotion of local production and content.
- 1.2. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and points allocation.
- 1.3. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.4. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand



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y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

1.5. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. “**bid**” includes written price quotations, advertised competitive bids or proposals;
- 2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).



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- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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



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Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.



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LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

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



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(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



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[illegible]



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				SATS 1286.2011
Annex E				
Local Content Declaration - Supporting Schedule to Annex C				
(E1)	Tender No.		Note: VAT to be excluded from all calculations	
(E2)	Tender description:			
(E3)	Designated products:			
(E4)	Tender Authority:			
(E5)	Tendering Entity name:			
	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
		(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)		R 0
(E10)	Manpower costs	(Tenderer's manpower cost)		R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 0
			(E13) Total local content	R 0
			This total must correspond with Annex C - C24	
	Signature of tenderer from Annex B			
	Date:			



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MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED 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 PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain 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:

NOT APPLICABLE FOR THIS BID

 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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.



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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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



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MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....

accept your bid under reference numberdated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
NOT APPLICABLE FOR THIS BID
3. I undertake to make payment for the goods/services 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.

EM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	RAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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



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SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



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MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)

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 services 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 fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.



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NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



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MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



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MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preferential claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
10. 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 fulfillment of this contract.
11. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



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13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

3.

DATE:



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MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

4. I..... in my capacity as.....
- accept your bid under reference numberdated.....for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
5. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



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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:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

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



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Item	Question	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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I THE UNDERSIGNED

**(NAME).....CERTIFY THAT THE INFORMATION
FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE JRA MAY
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

SIGNATURE DATE

NAME OF BIDDER POSITION



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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.



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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER



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FORM A: CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

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

(Name of Firm)

held on that:

FULL NAMES

SIGNATURE

In his/her/their capacity as
 is/are hereby authorised to enter into, sign and execute and complete any documents relating to
 Bid and/or Contracts for the supply of goods and services.

NAME	CAPACITY	SIGNATURE

NOTE:

1. *Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



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**FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER
DATABASE (CSD)**

Bidders must submit Vendor Number Registration with Central Supplier Database.

CENTRAL SUPPLIER DATABASE DETAILS	
ENTITY NAME	
CSD VENDOR REGISTRATION NUMBER	
NAME ENTITY REPRESENTATIVE	
POSITION	
SIGNATURE	
DATE	



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FORM C: CURRENT MUNICIPAL CHARGES

COMPANY MUNICIPAL CHARGES

BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DESCRIPTION	BIDDERS MUNICIPAL ACCOUNT DETAILS
Municipality where business is situated:	
Registered Account No for Entity:	
Stand No:	

Please attach the following documents to the bid:

- a) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
- b) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
- a) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*



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MUNICIPAL RATES AND TAXES – DIRECTORS’ PRIVATE PROPERTIES

BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DIRECTOR 1 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 2 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 3 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	



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DIRECTOR 4 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 5 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 6 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 7 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	



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Signature:	
------------	--

DIRECTOR 8 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

Bidders can include more tables if they have more directors, all directors must provide municipal rates and taxes information. Please attach the following documents to the bid:

- b) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
- c) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
- d) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*



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FORM D: COMPANY FINANCIAL REFERENCE AND RATINGS

FINANCIAL REFERENCES

a) BANK RATING

It is requisite that a bank rating be obtained, bearing an original stamp and the manager's signal by the relevant bank.

Failure to complete the bank rating form overleaf may invalidate the pre-qualification application.

b) COMPANY BANK DETAILS

I/We hereby authorise the Employer/Employers Representative to approach all or any of the following banks for a reference:

Description of Bank Detail	Bank Detail applicable to Company Head Office	Bank Detail applicable to the Site of the Works
Name of Bank		
Account Number		
Branch Name		
Branch Code		
Street Address		
Bank Rating		

Signed atOn this Day of20.....

Name of signatory :

Name of company :



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FORM E: CLAUSE ON INVALID AND IRREGULAR BID APPLICATIONS AND BREACHES OF BID AGREEMENTS

Provided false information in any bid application
Exerted undue influence on any person involved in considering a bid
Provided a financial or other reward
Where the supplier fails to comply with the required specifications of services and goods

BID NUMBER

.....
SIGNATURE OF BIDDER

.....
DATE



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FORM F: PRICING SCHEDULE AND REQUIREMENTS

This section must be completed in full otherwise bidders are liable to rejection on the grounds of being incomplete.

Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

Alternative tender offers

Submit alternative tender offers only if 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.

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.

NB ANY AMENDMENTS TO THE BID DOCUMENTS MUST BE SIGNED IN FULL BY THE BIDDER'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE BIDDER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE WILL LEAD TO THE BID BEING DISQUALIFIED.

ANY COMPLETION OF THE BID DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND MIGHT DISQUALIFY THE BID.

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Special / Technical Information and Specifications and with the General Conditions of Contract and General Conditions to Bidders included in the bid document and hereby agree to:-

Indicate if there would be a price increase applicable and attach proof thereof

SIGNED ON BEHALF OF THE BIDDER: (Signature)

NAME OF SIGNATORY (in capital letters)



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FORM G: RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Johannesburg Roads Agency or their Agent before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

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

.....
SIGNATURE OF BIDDER

.....
DATE

Chapter 3 : General Conditions of a Contract (GCC) 2010

CONTRACT NUMBER : JRA/23/99

For

SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE SERVICE PROVIDER FOR THE DISPOSAL OF DELIVERED STORMWATER AND HAZARDOUS WASTE FROM VARIOUS DEPOTS WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS) ON AS AND WHEN REQUIRED





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GENERAL CONDITIONS OF CONTRACT

1. Definition

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to



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

- 1.14.** “GCC” means the General Conditions of Contract.
- 1.15.** “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16.** “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17.** “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18.** “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19.** “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20.** “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21.** “Purchaser” means the organization purchasing the goods.
- 1.22.** “Republic” means the Republic of South Africa.
- 1.23.** “SCC” means the Special Conditions of Contract.
- 1.24.** “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25.** “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 1.26.** NEMA is an abbreviation for National Environmental Management Act
- 1.27.** ASTM is an abbreviation for American Society for Testing and Materials

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



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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.** With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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. Obligations of the supplier covered under the contract.

- 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 so far as may be necessary for purposes of such performance.
- 5.2.** The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3.** Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 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.

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



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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.** 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
 - 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 in SCC.

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 Department or an organization acting on behalf of the Department.
- 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 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 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 supplies may on or after delivery be inspected, tested or analyzed 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected



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supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, 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 and documents the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2. Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental

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

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;



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- 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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts
 - 14.2. Manufactured or distributed by the supplier:
 - 14.2.1. 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
 - 14.2.2. in the event of termination of production of the spare parts:
 - 14.2.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.2.2.2. 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.



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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 in SCC, 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 in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

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



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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.** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4.** 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.
- 21.5.** 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 without the application of penalties.
- 21.6.** 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 or specified within the SCC. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

- 23.1.** The purchaser, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the supplier, may



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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 intended penalty as not objected against and may impose it on the supplier.
- 23.5.** Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 restrictions.

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



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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

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 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 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



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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.** Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5.** Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5.1.** the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2.** the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

The contract shall be interpreted in accordance with South African laws, unless



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otherwise specified in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1.** The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1.** 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 (or bid rigging).
- 34.2.** 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 the Competition Act No. 89 of 1998.
- 34.3.** 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



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not exceeding ten (10) years and / or claim damages from the bidder(s)
or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

Chapter 4 : Project Description Special Conditions of a Contract

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For

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FOR THE DISPOSAL OF DELIVERED STORMWATER AND HAZARDOUS WASTE
FROM VARIOUS DEPOTS WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS)
ON AS AND WHEN REQUIRED**





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1. ABBREVIATIONS

JRA	: Johannesburg Roads Agency
CoJ	: City of Johannesburg
GCC	: General Conditions of Contract 2010
MFMA	: Municipal Finance Management Act
SCC	: Special Conditions of Contract
SLA	: Service Level Agreement
SCM	: Supply Chain Management
ToR	: Terms of Reference
RFQ	: Request for Quote
SANS	: South African National Standards
SHE	: Safety, Health and Environmental
RO	: Regional Operations
NEMA	: National Environmental Management Act
SANS	: South African National Standards
SABS	: South African Bureau of Standards
MRD	: Maximum Deposition Rate
EIA	: Environmental Impact Assessment
SAWIS	: South African Waste Information System
SAWIC	: South African Waste Information Centre
DWS	: Department of Water and Sanitation
DFFE	: Department of Forestry, Fisheries and the Environment
IndWMP	: Industry Waste Management Plans



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2. BACKGROUND

The Johannesburg Roads Agency (JRA) is a municipal owned company established by the City of Johannesburg (CoJ) in 2001. The JRA is responsible for the planning, design, construction, and maintenance of road and storm water infrastructure within the City of Johannesburg.

The JRA executes its mandate through the seven (7) Regions and sites within the City of Johannesburg.

Table 4.2.1: Location of Operations (JRA Depots)

Region -Depots	Physical Address	Estimated Distance from JRA Head Office (KM)
Region A - Midrand	6 Dale Road, Glen Austin	31
Region B - Strijdom Park	Corner Hans Strydom and Hans Schoeman Roads, Strydompark	16
Region B - Waterval	Corner Johannes and Alberts Streets, Albertsville	9.5
Region C – Hamberg	159 Hamberg Road, Hamberg	17
Region D - Dobsonville	No 2 Jonas Moabi Street, Dobsonville	18
Region E - Zandfontein	5 Commerce Crescent, West, East Gate, Extension 13	15
Region E - Norwood	15 Short Street, Corner Short & Pine Orchards (entrance is on William Road)	9.5
Region F - Benrose	185 Main Road, Newtown	1.5
Region F - Motorways	Corner End and Meikle Streets, City & Suburban	2.5
Region G - Avalon	1 Calendula Street, Klipspruit, Soweto/ Next to Avalon Cemetery	18.5

3. SCOPE OF WORK

The JRA aims to appoint a service provider who has experience in the provision of hazardous waste disposal services and who can demonstrate through their returnable documents that they are capable of providing an efficient and cost effective service. According to the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), hazardous waste means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment.

The JRA and JRA approved appointed contractors will deliver the stormwater waste to the approved landfill site of the successful bidder as and when required. The successful bidder

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will be required to provide a disposal certificates for each load disposed. The service provider will be required to render the following services:

- 1. Recording, weighing and registering of the waste delivery vehicle**
- 2. Classification/sampling of waste and issue a certificate**
- 3. Provide materials data sheet**
- 4. Disposal of hazardous waste**
- 5. Issuing of disposal receipt**

The contract will be on an “as and when” required basis by the JRA head office and Depots for a period of three years (36 months).

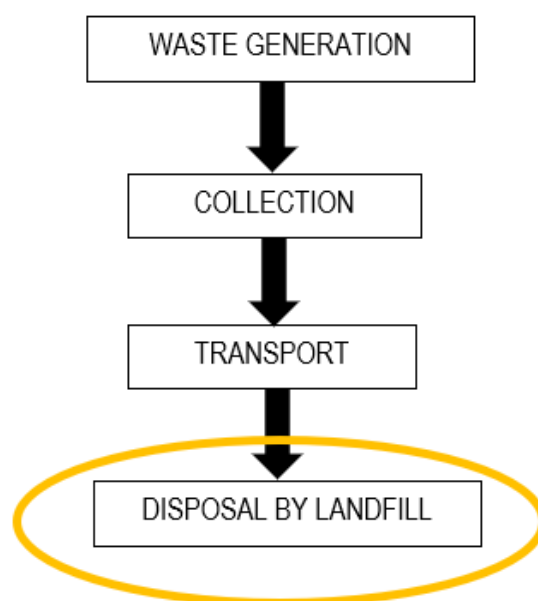


Figure 4.3.1: Service Required for Highlighted Area

4. REQUIREMENTS AND RELATED SPECIAL CONDITIONS

4.1. Legislation Requirements

The successful service provider must abide and adhere to the requirements of the following legislative framework:

1. Municipal By-laws
2. Occupation Health & Safety Act and Regulations
3. National Environmental Management Act.
4. National Environmental Management: Waste Act
5. National Water Act.

4.2. Landfill Disposal Requirements

The landfill service provider should meet the following requirements:

1. Should be certified to dispose general waste and hazardous waste.



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2. Should be environmentally acceptable (environmental and public acceptance consideration).
3. Waste classification should be in terms of SANS 10234.
4. Hazardous waste identification and classification system should comply with SABS Code 0228.
5. Should meet one of the following requirements: Small, Medium and Large Landfill Size Class.

Landfill Size Classes

Landfill Size Class		Maximum Rate of Deposition (MRD) (Tonnes per day)
Communal	C	<25
Small	S	>25 <150
Medium	M	>150 <500
Large	L	>500

Figure 4.4.2.1: Landfill Size Classes

6. Safety data sheet for the waste should be prepared in accordance with SANS 10234.
7. The waste should be assessed in accordance with the Standard for Assessment of Waste Landfill Disposal.
8. Hazardous waste should be classified into:
 - a. **Hazard Rating 1: Extreme Hazard**
 - b. **Hazard Rating 2: High Hazard**
 - c. **Hazard Rating 3: Moderate Hazard**
 - d. **Hazard Rating 4: Low Hazard**

4.3. Certification and Registration Requirements

The service provider must provide the following certifications/registration to be considered:

1. Waste Management License, permit, accreditation and authorization related to general waste and hazardous waste.
2. Licensing of Waste Management Activities.
3. Registration on the South African Waste Information System (SAWIS) as required by the South African Waste Information Centre (SAWIC).
4. Environmental Impact Assessment (EIA) for general waste and hazardous waste landfill.
5. Design, operation and monitoring plan of waste disposal site in relation to Waste Act that provides for industry waste management plans (IndWMP) to identify how a specific waste stream will be managed by industry. (Should be a returnable document for evaluation)



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5. OBLIGATIONS OF THE SERVICE PROVIDER

The service provider shall:

1. Provide all employees or personnel and supervision necessary for the proper, efficient, timeous, safe and compliant provision of the service for the JRA. This Service will be performed in such a way that all hazardous waste will be disposed of in a registered Landfill site.
2. Ensure that all statutory laws and other legislation pertaining to the handling and disposal of hazardous waste are complied with.
3. Provide a service in which the interest of public health, hygiene and anti-contamination be paramount and will ensure clean and tidy areas and will prevent the spread of infectious and contagious diseases.
4. Upload the hazardous waste quantities on SAWIS on a monthly basis and this will be monitored as per the SLA.
5. Provide details of the authorized persons responsible for the implementation and management of the contract and provide contact details of all staff involved in the execution of the contract.
6. Nominate representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The contractor shall provide the JRA with the names and telephone numbers of such representative.
7. Dispose of all waste in the hazardous waste receptacles in the manner stipulated for hazardous waste.
8. Provide a safe disposal certificate or waste manifest documents for all waste disposed.

6. DISPOSAL OF WASTE

The service provider shall ensure:

1. That the disposal of the hazardous waste at the registered landfill site complies with all Department of Water and Sanitation (DWS), Department of Forestry, Fisheries and the Environment (DFFE), and any other national, provincial and local legislation and/or other applicable legislation;
2. That the disposal of the hazardous waste at the registered landfill site is always supervised by and be subject to the direction and approval of the duly authorised person, landfill manager or employee in charge of the registered Landfill Site;
3. That all hazardous waste is disposed of at a registered landfill site;
4. That it obtains a duly signed manifest for each load of hazardous waste disposed of at the registered landfill site and submits each duly signed manifest to the JRA.
5. The contractor shall furnish to the JRA, prior to the commencement and performance of the service, the following:
 - a. All relevant hazardous waste disposal permits and certificates as required by the Local, Provincial and National regulatory authorities as prescribed in this document.
 - b. Proof of landfill site registration with DWS or DFFE and also provide evidence to indicate that the landfill site is authorised to dispose of the types of hazardous waste.
 - c. The permit(s) and/or license required to dispose of hazardous waste in the registered landfill site.



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7. TRAINING

The service provider undertakes to ensure that:

1. all JRA representatives are inducted on the operations of the service provider's premises.
2. there are sufficient and available employees or resources together with supervision who shall have the requisite skill and experience to perform the service.
3. each employee engaged by the contractor in performing the service in connection with this agreement is competent and properly qualified as required by law.

8. REPORTS AND TESTS

The service provider will be responsible to conduct the tests of classification of waste to determine the waste type and hazard ratings for hazardous waste. The service provider should issue the JRA with a safe disposal certificate of waste for each load delivered.

9. ACCEPTANCE OF THE BID

The JRA Reserves the Right:

1. To cancel and / or terminate the bid process at any stage, including after the closing date and or after the presentation has been made, and / or after the bid have been evaluated and / or after the preferred bidder/s have been notified of their status of such;
2. Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any bid.
3. To accept part of the tender rather than the whole tender
4. To appoint a reserve bidder that can be utilised at any time during the contract when necessary.
5. To award contracts to more than one Supplier for the same item and/or category.
6. To award the bid per complete category or complete sub-category or item, however preference will be given to Bidders that bid for all items in a groups.
7. To award the contract to the second, third and fourth bidder, should the highest scoring bidder decline the award, fail to deliver during the course of the contract or in the case where the highest scoring bidder is affected by non-performance in other JRA contract/s.
8. To reject non-compliant products or goods that does not meet the JRA's specifications and to terminate the contract should the Supplier continuously fail to comply with the item specification.



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10. CONDITIONS OF SERVICE

The services will be required for a period of 36 months (3 years) as and when required. (subject to affordability and other institutional considerations).

1. The Service Provider will be required to engage with the Johannesburg Roads Agency continuously in the provision of the services.
2. The owner will be the Johannesburg Roads Agency who will be the main user of the services.
3. The general and specific conditions of the bid together with the acceptable elements of the preferred bid that is ultimately accepted and approved by the Johannesburg Roads Agency will be carried over into the final contract with the Service Provider.
4. The JRA reserves the right to decrease/ increase the levels of service than those specified in the ToR on the same pricing principles that would have been offered in the submission of the successful bidder.

11. INSURANCE

The bidder shall insure in respect of:

1. Accident and loss.
2. Injury to all persons arising from the carrying out of the contract.
3. Proof of renewal or extension of Insurance cover must be furnished by the bidder whenever required by the JRA.
4. In addition to any insurance required to be held by the bidder in terms of the
5. "Workmen's Compensation (Act No. 130 of 1993)" the bidder must be fully insured against all accidents, loss or damage arising out of the condition or operation of the plant and execution of any work, including all third-party risks.
6. The bidder hereby indemnifies and shall keep the JRA indemnified throughout the existence of the contract against all claims by third parties or the bidder's own employees resulting from the operations carried out by the bidder under this contract.
7. A letter from the Compensation Commissioner certifying that the bidder is in good standing with the Accident Fund and documentary proof of insurance is required to be furnished with the submission of the bid Proof of renewal or extension of insurance cover must be furnished by the bidder whenever required by the JRA.
8. The JRA will not take responsibility for waste that has been accepted and approved by the successful Bidder as suitable to be dumped at their landfill site.
9. Any failures by the bidder to comply with any of the requirements of this clause shall be deemed to be a breach of contract entitling the JRA to cancel the contract.



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SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE
SERVICE PROVIDER FOR THE DISPOSAL OF DELIVERED
STORMWATER AND HAZARDOUS WASTE FROM VARIOUS DEPOTS
WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS) ON AS

Chapter 5 : Evaluation Process and Pricing Schedule

CONTRACT NUMBER : JRA/23/99

For

SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE SERVICE PROVIDER
FOR THE DISPOSAL OF DELIVERED STORMWATER AND HAZARDOUS WASTE
FROM VARIOUS DEPOTS WITHIN JRA FOR THE PERIOD OF 36 MONTHS (3 YEARS)
ON AS AND WHEN REQUIRED





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**SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE
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1. PHASE 1: PRE-COMPLIANCE

STAGE 1: SUPPLY CHAIN MANAGEMENT PRE-COMPLIANCE

Bidders will have to complete and submit returnable documents requested in the bidding document to determine their eligibility to participate in the bid. Only those bidders that are responsive to the submission requirements at this stage will be further evaluated at phase 2.

Mandatory requirements:

- a) Bidders must complete and submit the following documents:
 - Completed and signed MBD forms (MBD 2, MBD 4, MBD 5 , MBD 6.1, MBD 6.2 (Not applicable), MBD 8, and MBD 9)
 - i. **Bidders are encouraged to pay attention to section 3.13 of MBD4. The verification on CIPC will be done on directors that have interest in other companies. Bidders are required to declare all the companies that they have directorship on.**
 - ii. Registered with Central Supplier Database (CSD)
 - iii. Joint Venture Agreement, in case of Joint Ventures and Consortium (if applicable), clearly indicating the lead partner and percentage (%) sharing/contribution to the JV.
 - iv. Latest three year sets of Annual financial statements (AFS) (e.g year ending 2022; year ending 2023 & year ending 2024). For Companies required by law, they must submit audited AFS. It must be three consecutive years and reports to be fully signed. If AFS are not consecutive, a letter explaining otherwise must be submitted.
 - ✓ ***Kindly note that if you declare on MBD 5, section 1, that “YES” you are required by law to prepare audited AFS. Submit AFS that are AUDITED.***
 - ✓ ***Kindly note that the independently reviewed or compiled annual financial statements (AFS) are not considered as Audited AFS.***
 - v. Current municipal rates for the Entity and all Directors of the entity not older than 90 days and not more than 3 months in arrears (submit proof of lease agreement where premises are rented and latest invoice) – ***This requirement will not disqualify bidders at this stage, but prior to recommendation stage as per MSCM reg 28(c).***



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FAILURE TO COMPLETE AND SUBMIT THE MBD DOCUMENTS WILL RESULT IN THE BID BEING DISQUALIFIED.

Other additional non-mandatory requirements to be submitted with tender document

- Originally Certified Copy of Identity Documentation and share certificate (as requested on MBD 6.1) not a copy of a certified copy.
- Originally certified copy of B-BBEE Certificate issued by SANAS accredited verification agent (MBD 6.1) OR a Sworn Affidavit issued in a Dti format.
- A print out of the full CSD Registration report
- Bank stamped Bidder's Financial References and Ratings Letter.
- Completion of all JRA Forms
- The completed tender document shall be scanned page by page and saved in a pdf format on a USB and be submitted together with the documents (Soft Copy).

2. PHASE 2: FUNCTIONAL/TECHNICAL EVALUATION

With regards to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this bid (document) and the associated weightings will be applicable:

ELEMENT	WEIGHT
BIDDER'S RELEVANT EXPERIENCE	40
HAZARDOUS WASTE MANAGEMENT	35
REPORTS	25
TOTAL	100%

**FUNCTIONAL EVALUATION FOR
RFQ 023-2024: SOURCING OF AN APPROVED HAZARDOUS LANDFILL SITE SERVICE
PROVIDER FOR THE DISPOSAL OF DELIVERED STORMWATER AND HAZARDOUS WASTE
FROM VARIOUS DEPOTS WITHIN JRA**

Description	Total points allocated	Points Breakdown	Points	Total	Evidence
COMPANY'S RELEVANT EXPERIENCE	40	More than Three (3) completed projects.	40		Signed Contactable reference letter with list of bid related projects successfully completed
		Three (3) completed projects.	30		
		Less than Three (3) completed projects.	23		
		No relevant experience	0		



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HAZARDOUS WASTE MANAGEMENT T ACCREDITATI	35	Valid Hazardous Waste Management License	35		Provision of registration certificate as an approved Hazardous waste service provider.
		No Valid Hazardous Waste Management License	0		
REPORTS	25	More than fifteen (15) completed safe disposal certificate after disposal of waste.	25		Reports that will be prepared with related frequency of disposal of stormwater waste and proof of certificate after dump with the levels of toxicity.
		Ten (10) completed safe disposal certificate after disposal of waste.	19		
		Less than Ten (10) completed safe disposal certificate after disposal of waste.	10		
		No relevant reports completed safe disposal certificate after disposal of waste .	0		
<u>TOTAL</u>			<u>100%</u>		

Note: the minimum qualifying score for functionality is 70%. All bidders that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and specific goals.

Bidders who pass through the Pre-compliance evaluation will be further evaluated for Functional Evaluation The minimum threshold to qualify a bidder is 70%. If no bidder scores 70% then the JRA reserves the right to cancel the bid and re-advertise. Bidders that meets the minimum requirements of 70% will be appointed on the panel and quotation will be requested as and when required.

3. PRICE AND PREFERENTIAL POINTS EVALUATION

The **third phase** is to perform an evaluation of Price and Preferential Points on the bidders that successful qualified on the technical functionality evaluation, i.e. bidders who achieved a minimum score of 70%.

Bidders that meets the minimum requirements of 70% will be appointed on the panel and quotation will be requested as and when required

The procedure for the evaluation of responsive tenders is Method 2. The financial offer will be scored using Formula 1 (option 1) using appropriate formula, depending on whether Contract amount is More than R50 000 000 as follows:



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3.1 THE 80/20 and 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

P_s	=	Points scored for price of bid under consideration
P_t	=	Price of bid under consideration
P_{min}	=	Price of lowest acceptable

3.2 PRICING SCHEDULE FOR HAZARDOUS WASTE

1. PRICE

Bidders must complete the attached pricing schedule, wherein they should reflect the respective cost items in respect of each waste class required. At minimum the following information must be provided: -

1. Service charges i.e. cost of providing each of the services including cost of insurance, labour, materials etc. (as the case may be).
2. The value of any discounts or deductions.
3. Total monthly charge for each waste class.

NB: All prices must exclude Value Added Tax (VAT). The VAT rate must be declared in a separate column). Bidders must also include an explanation of the principles that inform the pricing used for the goods/services, as well as an indication of whether the actual pricing or service charges are subject to increases throughout the life of the contract, the reasons for such changes and timing of such changes.

The Bidders' pricing for services must be in accordance with the pricing principles as submitted/proposed in the bid/submission; subject to the following: -

1. The value of any discounts including the value of as well as the value of discounts deducted.
2. Price(s) must show and include the cost of disposing and testing of waste class. (if applicable).

Hazardous waste is thus classified into:

Hazardous Rating 1: Extreme Hazard

Hazardous Rating 2: High Hazard

Hazardous Rating 3: Moderate Hazard

Hazardous Rating 4: Low Hazard



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BILL OF QUANTITIES

Items	Description of Waste Type	Estimated Qty for evaluation (Per Month)	Unit per ton	Price (R) Per ton (excl. VAT)	Comments by supplier
1	Disposal of Hazardous Waste:				
1.1	Hazardous Rating 1: Extreme Hazard	30	ton	R	
1.2	Hazardous Rating 2: High Hazard	30	ton	R	
1.3	Hazardous Rating 3: Moderate Hazard	30	ton	R	
1.4	Hazardous Rating 4: Low Hazard	30	ton	R	

Note: Price to include all documentation and test pertaining to hazardous waste disposal. The estimated quantities are for evaluation purpose only. The contract will be based on rate.