

# ABAQULUSI MUNICIPALITY



## PROVISION OF SOLID WASTE REMOVAL IN VRYHEID AND SURROUNDING AREA OF ABAQULUSI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

**TENDER NO: 8/2/1/513**

<b>NAME OF THE COMPANY</b>	
<b>CONTACT PERSON</b>	
<b>BID AMOUNT INCLUDING VAT</b>	
<b>PHYSICAL ADDRESS</b>	
<b>POSTAL ADDRESS:</b>	
<b>CONTACT NUMBER</b>	
<b>FAX NUMBER:</b>	
<b>CLOSING DATE:</b>	

The Municipal Manager  
Abaqulusi Municipality  
PO Box 57  
VRYHEID  
3100

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## T1.1: INVITATION TO TENDER

### **TENDER 8/2/1/513: PROVISION OF SOLID WASTE REMOVAL IN VRYHEID AND SURROUNDING AREA OF ABAQULUSI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

Tenders are hereby invited from contractors for the removal and disposal of household, business and garden refuse (including public open spaces) in Vryheid and surrounding area, as specified by the Municipality for a period of thirty six (36) months.

**ABAQULUSI LOCAL MUNICIPALITY HEREBY INVITES BIDS FROM SUITABLE QUALIFIED AND EXPERIENCED SERVICE PROVIDERS FOR THE FOLLOWING SERVICE.**

<b>Tender Number</b>	<b>Project Name</b>	<b>TECHNICAL ENQUIRIES</b>	<b>EVALUATION CRITERIA= 70%</b>	<b>CLOSING DATE</b>	<b>TIME</b>
<b>8/2/1/513</b>	provision of solid waste removal in Vryheid and surrounding area of Abaqulusi local municipality for a period of 36 months	Community Services Department CONTACT DETAILS: ZD Gumbi zdgumbi@abaqulusi.gov.za or (034) 982 2133	Tenderer's Experience=15 Experience of Key Personnel=40 Plant and Equipment=30	12/12/2023	12:00

A compulsory briefing session will **not** be held.

Bids documents on E-tenders ([www.e-tenders.gov.za](http://www.e-tenders.gov.za)) as from the 09 November 2023, and the Municipality shall not be held responsible for any missing pages whilst downloading, printing or binding the documents.

Sealed Bid documents marked with the relevant "Bid Name and Bid Number" must be deposited in the Bid box at the Abaqulusi Local Municipality offices (corner High and Mark streets, Vryheid) no later than 12:00 pm on the **SPECIFIED DATE ON THE TABLE**, where after all Bids will be opened to the public. Telegraphic, faxed and late tenders will not be accepted, and the Municipality shall not be held responsible for any couriered documents.

Bidder's attention is specially drawn to adhere the provisions of the quotation rules which are included in the tender document and as follows:

- ❖ This Bid Is subject to The Preferential Procurement Policy Framework Act and The Preferential Procurement Regulations, 2022, The General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract
- ❖ Abaqulusi Municipality Supply Chain Management Policy will apply,
- ❖ Bids above R10m, Annual Financial Statements (AFS) are required,
- ❖ Late bids will not be accepted,
- ❖ Bids will be valid for a period of 90 days
- ❖ Bid must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ A valid tax clearance certificate and Pin of the company must be submitted with the tender document

- ❖ A copy of current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted or lease agreement
- ❖ Certified copies of identity documents of directors and owners of the company must be submitted
- ❖ Certified B- BBEE Certificate from a registered Accountant/CIPC/Affidavit is applicable.
- ❖ Service Providers should be on Municipal Data Base, if not please collect data base forms at SCM Office or down load them from Municipal website ([www.abaqulusi.gov.za](http://www.abaqulusi.gov.za)) and submit them with your tender document.
- ❖ Registration on CSD documents must also be submitted with tender document
- ❖ All tenders will be evaluated in terms of functionality and those failing to score 70% or more will be disqualified. The functionality criteria consist of: Experience applicable to last 3 years, Locality, Experience of Key personnel and Plant and Equipment.
- ❖ NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)
- ❖ Failure to comply with these conditions will result in immediate disqualification of the bid.

Technical enquiries should be directed as per information in the table above and other queries be directed to Supply Chain Management Unit at (034) 982 2133 ext. 2277.

The ABAQULUSI Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

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**SP DLAMINI**  
**ACTING MUNICIPAL MANAGER**

## **T1.3: TENDER CONDITIONS AND INFORMATION**

### **1.2.1 General and Special Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender.

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### **1.2.2 Acceptance or Rejection of a Tender**

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

### **1.2.3 Validity Period**

Bids shall remain valid for 90 (ninety) days after the tender closure date.

### **1.2.4 Cost of Tender Documents**

Payment for tender documents, if specified, must be made by a crossed cheque payable to the Municipality of Abaqulusi Local. These costs are non-refundable.

### **1.2.5 Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

### **1.2.6 Completion of Tender Documents**

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

### **1.2.7 Compulsory Documentation**

#### **1.2.7.1 Tax Clearance Certificate**

(a) A valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is

registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the member on record.

(c) If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

#### 1.2.8 Other Documentation

##### 1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

##### 1.2.8.2 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

##### 1.2.9 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

#### 1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

#### 1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document.

#### 1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

#### 1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the tender box at the Abaqulusi Municipality (corner High and Mark streets, Vryheid) not later than **12:00 on 12 DECEMBER 2023** or be mailed to reach the Tender Box, Abaqulusi Local Municipality, PO Box 57, Vryheid, 3100 before the specified closing date and time.

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

#### 1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.



**1.2.15 Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Abaqulusi Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Abaqulusi Local Municipality, it should do so in writing to the Abaqulusi Local Municipality. Any effort by the firm to influence the Abaqulusi Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**1.2.16 Opening, Recording and Publications of Tenders Received**

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- (c) Faxed, e-mailed and late tenders will not be accepted.

**1.2.17 Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents. The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preferences.

Tenders will be evaluated as follows:

All proposals will be evaluated on functionality with a maximum score of 100 quality points. All proposals failing to score the minimum score of 70% will be rejected. Tenders passing quality will then be evaluated using Method 2.

The Functionality criteria and maximum score in respect of each criteria are as follows:

<b>EVALUATION CRITERIA</b>	<b>PERCENTAGE WEIGHTING</b>
Tenderer's Experience	15
Experience of Key Personnel	40
Plant and Equipment	30
<b>TOTAL</b>	<b>85</b>

The scoring of Tenderers will be in accordance to score cards contained in Section T2 under T2.1.7

**FURTHERMORE,**

$$\text{Tenderer's score} = \frac{\text{Tenderer's Points Scored}}{\text{Total possible points (100)}} \times 100$$

**Only tenderers scoring 70% or more for the quality (functionality) scorecard included in T2.1.7 will be eligible for further evaluation**

**NB: bidders to attach completion certificates or letters from clients confirming current ongoing contracts**

**The bid evaluation committee will inspect the plant during evaluation of the tenders to confirm the condition and availability before the contract is awarded to the preferred bidder.**

**1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to

the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

#### 1.2.19 Contract

(a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

#### 1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
  - (i) the provision of labour, or
  - (ii) the purchase of materials which are in accordance with the Contract, or
  - (iii) the purchase or hire of Construction Equipment.

#### 1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

#### 1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

#### 1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

**1.2.24 Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

**1.2.25 Past Practices**

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

**1.2.26 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr Errol Dlamini at telephone (034) 982 2133 or by e-mail to [edlamini@abaqulusi.gov.za](mailto:edlamini@abaqulusi.gov.za)

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TENDER NO.: .....

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## **T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

**Document**

- T2.1.1 Record of addenda to tender documents
- T2.1.2 Certificate of Authority
- T2.1.3 Compulsory Enterprise Questionnaire
- T2.1.4 Returnable Declarations & Forms
  - MBD4 Declaration of interest
  - MBD 5 Declaration for Procurement above R10 Million (VAT Included)
  - MBD 6.1 Empowerment and Preferential Points Allocation
  - MBD8 Declaration of bidder's past supply chain management practices
  - MBD 9 Certificate of independent bid determination
  - ALM 1 Special Conditions for Sub-Contracting
- T2.1.5 Schedule of plant and equipment
- T2.1.6 Schedule of the Tenderer's experience
- T2.1.7 Quality Scorecard
- T2.1.8 Schedule of key personnel
- T2.1.9 Curriculum vitae of key personnel
- T2.1.10 Tenderer's financial standing

**T2.2 LIST OF RETURNABLE DOCUMENTS****2. Other documents required only for tender evaluation purposes**

- T2.2.1 CSD
- T2.2.2 Proof of compliance with COID Act
- T2.2.3 Registration certificate / Agreement / Powers of Attorney / I.D. Document
- T2.2.4 Unemployment Insurance Fund
- T2.2.5 Municipal Account
- T2.2.6 Authorised Signatory
- T2.2.7 Valid or Original Tax Clearance Certificate
- T2.2.8 Annual Financial Statements

**3. To be incorporated into contract**

- T2.3.1 Insurance cover to be effected by the contractor
- C1.1 FORM OF OFFER AND ACCEPTANCE
- C1.2 CONTRACT DATA
- C1.3 FORMS OF SECURITIES
- C2.1 PRICING DATA
  - Bill of Quantities

C3 SPECIAL CONDITIONS AND SCOPE OF CONTRACT

C4 SITE INFORMATION

C5 GENERAL CONDITIONS OF CONTRACT 2022

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf>

*NOTE: The Tenderer is required to complete each and every schedule listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer. Failure of a tenderer to complete the schedules and forms to the satisfaction of the employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.*

The Enterprise Declaration Affidavit must be endorsed by a commissioner of oaths. All information supplied must be current and valid. Proposed or imminent changes to a Tenderer's status may be mentioned but the declarations must reflect current circumstances.

**T2.1.1 Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.1.2 Certificate of Authority**

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.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) Certificate For Company**

I, ....., chairperson of the Board of Directors of .....  
 ....., hereby confirm that by resolution of the Board  
 (copy attached) taken on ....., Mr/Ms ....., acting in the  
 capacity of ....., was authorized to sign all documents in  
 connection with the tender for Contract ..... and any contract  
 resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....



**(II) Certificate For Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr/Ms ..... , acting in the capacity of  
....., to sign all documents in connection with the  
tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

***Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.***

**(III) Certificate For Partnership**

We, the undersigned, being the key partners in the business trading as,  
....., hereby authorize Mr/Ms ..... ,  
acting in the capacity of ..... , to sign all documents in connection  
with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

***Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.***

**(IV) Certificate For Joint Venture**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... , authorised signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation

**Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.**

**(V) Certificate For Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the Business  
trading as .....

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

**T2.1.3 Compulsory Enterprise Questionnaire**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Proof of CSD registration ie MA xxxxxxxx number.....

SARS Tax Compliance status Pin number .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to verify the tax compliance status from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

**T2.1.4 Returnable Declarations & Forms**

Forms for Completion by the Tenderer included in this section are:

<b>Form No.</b>	<b>Form Title</b>	<b>Description</b>
MBD 4	Declaration of Interest	Form to be completed by the Tenderer
MBD 5	Declaration of Procurement above R10m	Form to be completed by the Tenderer
MBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022 Special goals	Form to be completed by the Tenderer Tenderer to attach csd records
MBD 7.2	Contract Form - Rendering of Services	Form to be completed by the Tenderer
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer
ALM 1	Special Conditions for Sub-Contracting	Form to be completed by the Tenderer

**Note:**

Failure to complete the forms in full, and failure to have the enterprise declaration affidavit endorsed by a commissioner of oaths will lead to the Tender being considered non-responsive.

All information supplied must be current and valid. Proposed or imminent changes to a Tenderer's status may be mentioned but the declarations must reflect current circumstances.

**MBD 4: DECLARATION OF INTEREST****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name: .....
  - 3.2 Identity Number: .....
  - 3.3 Company Registration Number:.....
  - 3.4 Tax Reference Number:.....
  - 3.5 VAT Registration Number:.....
  - 3.6 Are you presently in the service of the state\* **YES / NO**
  - 3.6.1 If so, furnish particulars.....  
.....
  - 3.7 Have you been in the service of the state during the previous twelve months? **YES / NO**
  - 3.7.1 If so, furnish particulars.....  
.....

---

\* 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
- (f) an employee of Parliament or a provincial legislature.



3.8 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

3.8.1 If so, furnish particulars.

.....  
.....

3.9 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

3.9.1 If so, furnish particulars

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

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

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

Signature .....

Date .....

Position.....

Name of Tenderer .....

## MBD 5

**MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**For all procurement expected to exceed R10 million (VAT 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. If the bidder is not required by law to prepare annual financial statements for auditing, they shall be required to furnish their Annual Financial Statements -

- i. for the past three years , or  
ii. since their establishment if established during the past three years

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

2.2 If yes, provide particulars.

.....  
.....

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

YES / NO

3.1 If yes, furnish particulars

.....

.....

- 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

**NB: Failure to complete, sign and provide the required supporting documentation will result in elimination of the tender**

## 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.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”**  
means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = 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 below.

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

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals	20	
100% HDI Equity	20	
Between 75% & 99% HDI	15	
50% and 74% HDI	10	
Less than 50%	0	

#### 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;
- (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(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## 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 remains 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:
  - (i) Bidding documents, viz
    - Invitation to bid
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - 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 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.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

## WITNESSES

1 .....

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 number .....dated.....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.

<u>DESCRIPTION OF SERVICE</u>	<u>PRICE (VAT INCL)</u>	<u>COMPLETION DATE</u>	<u>BBBEE STATUS LEVEL OF CONTRIBUTION</u>	<u>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT ( if applicable)</u>

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1 .....

2 .....

DATE: .....

MBD8

**MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 2 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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## MBD 9

**MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

## MBD 9

**MBD9: 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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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.

<sup>3</sup> 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.

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

**NB: Failure to complete and sign this form will result in the elimination of the tender**

**ALM 1 - SPECIAL CONDITIONS FOR SUB-CONTRACTING**

This tender is subjected to the following Conditions in addition to any other conditions stipulated and made part of this tender as described hereunder. By signing this document, the tenderer agrees to comply with all conditions hereunder in the event of being successful.

***NB: Tender submissions indicating non-acceptance of these conditions will be eliminated***

**A. Sub-contracting**

1. Preference in respect of sub-contracting must be given to Black Women Owned (BWO) , Black Youth Owned (BYO) or Black Owned enterprises (BOE) or a combination of all who are at level 1 BBBEE
2. The successful tenderer is required to sub-contract a minimum of 30% of the total contract value to entities that are BWO or BYO or BOE or a combination of all. (In this respect, ALM reserves the right to acknowledge a sub-contractor as one who provides only labour to execute the nominated scope of work or one who is a bona fide contractor and able to carry out the work by providing all labour and materials )
3. The successful contractor must submit periodic reports to the Manager: Environmental Services as follows:
  - Name of sub-contractor and BBBEE status
  - Scope of work issued to the sub-contractor
  - Value of the work issued (auditable)
  - Assistance provided to the sub-contractor eg acquisition of materials, machinery and tools
  - Performance of the sub-contractor
4. Upon completion of the project, the contractor is required to provide a final report to ALM on skills acquired, description and value of work performed as well as their overall performance.

**B. Skills transfer**

It is an absolute requirement that the successful tenderer empowers the appointed sub-contractor through the transfer of skills. In this regard a skills transfer plan must be submitted prior to commencement of the project.

I / we representing the tenderer hereunder agree to the above conditions in the event of being successful.

**Name of tenderer :** \_\_\_\_\_

**Authorised signatory** \_\_\_\_\_ **Date** \_\_\_\_\_



**T2.1.5 Schedule of Plant and Equipment**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

**T2.1.6 Schedule of the Tenderer's Experience**

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

Notes: Failure to submit proof of completion certificates or letters from client will result in the forfeiture of all points for that relevant project. The letter should state clearly the start and end date or if not completed yet, that its still ongoing

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed .....

Date .....

Name .....

Position .....

**T2.1.7 QUALITY SCORECARD**

Points for quality must be entered here **by the Tenderer** based on the following Quality Scorecard. **Only Tenderers scoring 70% or more for quality will be considered eligible for evaluation.**

Tenderers should supply supporting information to prove points claimed where it's not available in other Returnable Schedules.

The Functionality criteria and maximum score in respect of each criteria are as follows:

<b>EVALUATION CRITERIA</b>	<b>PERCENTAGE WEIGHTING</b>
1. Tenderer's Experience	15
2. Experience of Key Personnel	40
3. Plant and Equipment	30
<b>TOTAL</b>	<b>85</b>

The scoring of Tenderers will be in accordance to score cards contained in the following tables

FURTHERMORE,

$$\text{Tenderer's score} = \frac{\text{Tenderer's Points Scored}}{\text{Total possible points (100)}} \times 100$$

1. **Criteria:** Experience Applicable to last 3 years only:      **Maximum Score = 15**

	List below up to 3 contracts of similar work undertaken as <b>contractor</b> within the last 3 years. Projects listed must be selected from those listed in previous Section T2.1.6					Duration of contract in Months	Points	Score (S)
	Contract	Value	Reference					
			Name	Organisation	Tel N°			
1.1						Each contract scores 5 points		
1.2								
1.3								
	Possible Full Points =						15	
	Actual Points Obtained S1 =							

**Note:** 1. *Similar work (or Project) means management of waste collections contracts that has been continuous for at least 12 months or longer.*



3. **Criteria: Experience of Key Personnel: Maximum Score = 40**

	Proposed key Personnel	Experience	Points	Score (S)
3.1	<b>Project Manager/Manager</b> Name:	Relevant Qualifications, Nat. Diploma, BTech, BSc (Environmental or Waste Management)	10	
		Years of appropriate experience (score one of the categories)	<1	0
			1 to 4	3
			5 to 10	5
			>10	10
3.2	<b>Foreman/Supervisor</b> Name:	Relevant Tertiary Qualifications: Nat. Senior Cert. or higher	5	
		Years of appropriate experience (score one of the categories)	<1	0
			1 to 4	1
			5 to 10	3
			>10	5
3.3	<b>Health and Safety Officer</b> Name:	Relevant Tertiary Qualifications: Accredited Health & Safety Compliance Certificate	5	
		Years of appropriate experience (score one of the categories)	<1	0
			1 to 4	1
			5 to 10	3
			>10	5
3.5	<b>Possible Full Points =</b>		<b>40</b>	
3.6	<b>Actual Points Obtained S3 =</b>			

**Note:** *Curricula Vitae to be attached in Section T: Key Personnel of T2.1.9*  
Years of appropriate experience means experience in the related field  
Certified copies of Qualifications to be attached if points are claimed.

4. **Criteria: Plant and Equipment:** Maximum Score = 30

4.	Key Plant and Equipment owned by the tenderer and directors – proof of ownership must be attached to claim points	Points	Score (S)
4.1.	Owens 1 Compactor Truck	3	
4.2	Owens 2 Compactor Trucks	4	
4.3	Owens 3 or more Compactor Trucks	8	
4.4	Loadlugger or Roll-on-Roll-off vehicle	3	
4.5	6 - 8 ton truck with load bin	2	
4.6	Key Plant & equipment to be hired by the tenderer – letter and proof of ownership of plant hire company to be attached to claim points		
4.7	Ability to hire 1 x Compactor Trucks	2	
4.8	Ability to hire 2 x Compactor Trucks	2	
4.9	Ability to hire 3 or more x Compactor Trucks	2	
4.10	Loadlugger or Roll-on-Roll-off vehicle	2	
4.11	6 - 8 ton truck with load bin	2	
4.12	No Proof of ownership or commitment from plant hire company attached	0	
	Possible Full Points =	30	
	Actual Points Obtained S4 =		

**Notes:**

*Schedule of Plant and Equipment to be attached to Section T: Schedule of Plant and Equipment of T2.1.7 together with proof of ownership which should be registered in the company or directors' names. Failure to provide proof of ownership will result in 0 scoring for the plant item.*

*The bid evaluation committee will inspect the plant during evaluation of the tenders to confirm the condition and availability before the contract is awarded to the preferred bidder.*

**Total Score for Quality**

	Criteria	Possible Full Points	Actual Points Obtained
1	Experience applicable to past 5 years	15	S1=
2	Experience of Key Personnel	40	S3=
3	Plant and Equipment	30	S4=
	<b>Total Possible Points</b>	<b>85</b>	<b>Total Points Obtained = % Ta =</b>

**Note:** Only Eligible for Evaluation if Ta  $\geq$  70%



**TENDER NO.:** .....

---

### **T2.1.8 Key Personnel**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

<b>CATEGORY OF EMPLOYEE</b>	<b>NUMBER OF PERSONS</b>					
	<b>Key Personnel, part of the Contractor's Organisation</b>		<b>Key Personnel to be imported if not Available Locally</b>		<b>Unskilled Personnel to be recruited from Local Community</b>	
	<b>HDI</b>	<b>NON-HDI</b>	<b>HDI</b>	<b>NON-HDI</b>	<b>HDI</b>	<b>NON-HDI</b>
<b>Project Managers</b>						
<b>Foremen, Quality Control and Safety Personnel</b>						
<b>Supervisor, etc</b>						
<b>Artisans and other Skilled workers</b>						
<b>Plant Operators</b>						
<b>Unskilled Workers</b>						
<b>Others:</b>						

SIGNATURE:.....

DATE: .....

(of person authorized to sign on behalf of the Tenderer)

**TENDER NO.:** .....

*T2.1.9 Curriculum Vitae of Key Personnel*

*(PLEASE NOTE THAT IF SEPARATE CVS ARE ATTACHED, USE THE FORMAT PROVIDED BELOW)*

**Curriculum Vitae of Key Personnel (Project Manager)**

Provide separate forms for each position listed in Form: Key Personnel

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Registration Number:</b>		
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b>Company</b>	<b>Period</b>	<b>Capacity</b>
<b><u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u></b>		
<b>Project Name</b>	<b>Value</b>	<b>Year</b>

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
*Signature of person named in the schedule*

.....  
*Date*

TENDER NO.: .....

### Curriculum Vitae of Key Personnel (Foreman/Supervisor)

Provide separate forms for each position listed in Form: Key Personnel

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Registration Number:</b>		
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b>Company</b>	<b>Period</b>	<b>Capacity</b>
<b><u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u></b>		
<b>Project Name</b>	<b>Value</b>	<b>Year</b>

### Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
*Signature of person named in the schedule*

.....  
*Date*

TENDER NO.: .....

**Curriculum Vitae of Key Personnel (Health & Safety Officer)**

Provide separate forms for each position listed in Form: Key Personnel

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Registration Number:</b>		
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b>Company</b>	<b>Period</b>	<b>Capacity</b>
<b><u>Experience Record Pertinent to Required service:</u></b>		
<b>Project Name</b>	<b>Value</b>	<b>Year</b>

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
*Signature of person named in the schedule*

.....  
*Date*

#### T2.1.10 Tenderer's Financial Standing

The Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for the project.

**I / We furnish the following information and hereby authorise the Employer to approach the Bank for a reference.**

Name of Account holder .....

Name of Bank: ..... Branch: .....

Account number..... Type of account: .....

Telephone number :..... Facsimile number: .....

Name of contact person (*at bank*): .....

***Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

I / We agree, if required, to furnish a copy of the latest audited set of financial statements together with my / our Director's and Auditors' report for consideration by the Employer.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Tenderer)

**T2.2 LIST OF OTHER RETURNABLE DOCUMENTS**

<b><u>Document</u></b>	<b><u>Page</u></b>
<b>2. Other documents required only for tender evaluation purposes</b>	
T2.2.1 CSD	54
T2.2.2 Proof of compliance with COID Act	55
T2.2.3 Registration certificate / Agreement / Powers of Attorney / I.D. Document	56
T2.2.4 Unemployment Insurance Fund	57
T2.2.5 Municipal Account	58
T2.2.6 Authorised Signatory	59
T2.2.7 Valid or Original Tax Clearance Certificate	60
T2.2.8 Annual Financial Statements	62

TENDER NO.: .....

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### **T2.2.1 Contractor's Certificate of Registration with CSD**

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CSD.

Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CSD and therefore not eligible to tender.

TENDER NO.: .....

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**T2.2.2 Proof of Compliance with COLD Act**

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).



TENDER NO.: .....

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**T2.2.3 Registration Certificate / Agreement / Powers of Attorney /ID Document (if Applicable)**

**Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.1 must be inserted here.**

**T2.2.4 Unemployment Insurance Fund**

The tenderer must attach hereto proof of registration with the Unemployment Insurance Fund.

**T2.2.5 Municipal Account**

(a) A copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

**ATTACHED TO THIS PAGE COPY OF RECENT MUNICIPAL ACCOUNT OR RELEVANT PROOF OF RATES AND TAXES**

**T2.2.6 Authorized Signatory**

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

**ATTACHED TO THIS PAGE A COPY OF RECORDED RESOLUTION FOR AUTHORISED SIGNATORY**

**T2.2.7 Valid or Original Tax Clearance Certificate / SARS PIN (MBD 2)**

- (a) A valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate / SARS PIN; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the member on record.
- (c) If a bid is not supported by a valid original Tax Clearance Certificate/ SARS PIN, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

**ATTACHED TO THIS PAGE A VALID ORIGINAL TAX CLEARANCE CERTIFICATE/ SARS PIN**

MBD 2

**TAX CLEARANCE CERTIFICATE/ SARS PIN 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.**

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**T2.2.8 Annual Financial Statements**

For all procurement expected to exceed R10 million (all applicable taxes included), the tenderer must attach hereto copies of audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

**T2.3.2 Insurance Cover to be effected by the Contractor**

The Contractor and his subcontractors shall, in terms of the Contract Data, effect the insurances detailed in conditions of contract.

The prescribed documents (or other satisfactory intention to provide cover) in respect of these insurances shall be **attached hereto** and shall include but not be limited to :

- a) Insurance of Plant;
- b) Insurance under provisions of the COID Act;
- c) Common Law Liability Insurance for an amount not less than that stated in the Project Information Schedule;
- d) Motor Vehicle Liability Insurance; and
- e) Any additional insurances deemed necessary for items not insured in terms of the insurance effected by the Employer.

Should the Contractor, within the prescribed period, not submit the required documents, the municipality will be entitled to withhold payment certificates in terms of the contract until the Contractor has complied with these requirements.



## **C - AGREEMENT AND CONTRACT DATA**

**FORM OF OFFER (AGREEMENT)****THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**CONTRACT .....: PROVISION OF REFUSE REMOVAL SERVICES IN VRYHEID AREA OF ABAQULUSI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the contract data

**The Contract shall be completed within**

Thirty-Six (36)
-----------------

**months of the Commencement Date.**

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

.....

.....RAND (in words);

R ..... (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED RATES ARE FIRM**

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the Tenderer**

\_\_\_\_\_  
(Name and address of organisation)

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_

FORM OF ACCEPTANCE**THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, **the Employer** identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part 1 Agreement and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Special conditions and scope of Contract
- Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within **fourteen (14) days** after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within **five days** after the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute binding contract between the parties,

**FOR EMPLOYER OFFICIAL USE ONLY**

**Signature(s)**

**Name(s)**

**Capacity**

**For the  
Employer**

\_\_\_\_\_

\_\_\_\_\_

Municipal Manager

***AbaQulusi Municipality, Main Office Building, c/o Mark & High Streets,  
Vryheid 3100***

(Name and address of organisation)

**Name and  
signature of  
witness**

**Date**

\_\_\_\_\_

## Contract Data

PART 1: DATA PROVIDED BY THE EMPLOYER**CONDITIONS OF CONTRACT**

The GCC and the Special Conditions and Scope of Contract stipulated elsewhere in this document will apply.

**CONTRACT SPECIFIC DATA**

The following contract specific data are applicable to this Contract:

<b>Information</b>		
The name of the Employer is Abaqulusi Municipality Contact person is: .....		
The Pricing Strategy is Re-measurement Contract.		
The address of the Employer is:		
Physical	Postal	
Abaqulusi Municipality	PO Box 57	Tel: 034 982 2133
Main Office Building,	Vryheid	Fax: 034 980 9637
c/o Mark & High	3100	
Streets, Vryheid		
3100		
Email: 'information@abaqulusi.gov.za'		
The documentation required before commencement with Works execution are:		
<ul style="list-style-type: none"> <li>• Approved Health and Safety File (Clause 4.3)</li> <li>• Initial programme (Clause 5.6)</li> <li>• Guarantee from Bank or Insurance Company (Clause 6.2) – N/A</li> <li>• Insurance of Construction Machinery Plant (Clause 8.6)</li> <li>• Insurance of Motor Vehicle Liability (Clause 8.6)</li> <li>• Insurance of the works (Clause 8.6) – N/A</li> <li>• Signed Notification to the Department of Labour</li> <li>• Construction Permit where applicable</li> </ul>		
The time to submit the Contract documentation required before commencement of the Works is 14 days.		
The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:		
a) No price adjustment over the first 12-month period of the Contract.		
b) On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index ( as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the Agreement and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.		
Following the introduction of legislation affecting the articles of the <b>South African Special Risks Insurance Association (SASRIA)</b> , insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.		
<b>Public Liability Insurance</b> which will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R10 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause..		
The adjudication board shall consist of one member.		
The determination of disputes shall be by arbitration		

PART 2: DATA PROVIDED BY THE CONTRACTOR

Information		
The name of the Contractor is .....		
.....		
The address of the Contractor is:		
Physical	Postal	Tel: .....
.....	.....	
.....	.....	Fax: .....
.....	.....	
.....	.....	
.....	.....	Email: .....
.....	.....	.....
.....	.....	.....

## **C2 : PRICING DATA**

**C2 PRICING DATA**

## Pricing Instructions

## GENERAL PREAMBLE TO THE BILL OF QUANTITIES

- a) Measurement and payment shall be in accordance with the Specifications and the Scope of Works.
- b) It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information standards).
- c) Where the Scope of Work requires other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- d) An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Manager from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.
- h) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- i) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- j) The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work
- k) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows :

mm	millimetre
h	= hour
m	= metre
kg	= kilogram
km	= kilometre
t	= ton (1000kg)
m <sup>2</sup>	= square metre
No.	= number
m <sup>2</sup> pass	= square metre pass

sum	=	lump sum
ha	=	hectare
MN	=	meganewton
m <sup>3</sup>	=	cubic metre
MN.m	=	meganewton-metre
m <sup>3</sup> km	=	cubic metre-kilometre
P C sum	=	Prime Cost sum
l	=	litre
Prov sum	=	Provisional sum
kl	=	kilolitre
%	=	percent
MPa	=	megapascal
kW	=	kilowatt

- l) For the purpose of this Bill of Quantities, where applicable, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Scope of Works.

Quantity : The number of units of work for each item.

Rate : The agreed payment per unit of measurement.

Amount : The product of the quantity and the agreed rate for an item.

Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

- m) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.
- n) The Bill of Quantities shall be completed by hand in **BLACK PEN INK**.

#### Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exists.

#### Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Operator and deemed to have been included in his provided activity rates or prices.

#### Contract Price Adjustment

The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:

- a) No price adjustment over the first 12-month period of the Contract.
- b) On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index ( as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the contract.



## C2.2 BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>FIXED MONTHLY CHARGE</b>				
1.1	Fixed monthly charge for Provisioning of Plant, Personnel, OHS and Equipment required to achieve the scope of work.	month	12		
	<b>Carry to summary Page - Item 1</b>	<b>TOTAL FOR SECTION 1</b>			

2	WASTE COLLECTION PER AREA	UNIT	QTY	RATE	AMOUNT
	Collecting and disposing of general and garden waste as per special conditions and scope of contract				
2.1	Vryheid Residential	month	12		
2.2	2 x shopping malls Abaqulusi Plaza Princess Mkabayi mall	month	12		
2.3	Vryheid Business & Industrial	month	12		
2.4	Vryheid Public Spaces and Road Reserves	month	12		
2.5	Bhekuzulu/Lakeside/SASKO Residential	month	12		
2.6	Bhekuzulu/Lakeside/SASKO Business & Industrial	month	12		
2.7	Collecting 6m3 skips daily (between 21 - 25)	month	12		
2.8	Collecting 6m3 skips bi-weekly (between 25 - 30)	month	12		
2.9	Removing Illegal/other waste as instructed by the Manager	Provisional Sum	1	250 000.00	250 000.00
	<b>Carry to Summary Page - Item 2</b>	<b>TOTAL FOR SECTION 2</b>			

3	REFUSE BAGS	UNIT	QTY	RATE	AMOUNT
3.1	Monthly household of refused bags to all households to be delivered at Community Services for distribution.	Pack of 10 per household	130 636 (1 year supply)		
	<b>Carry to Summary Page - Item 3</b>	<b>TOTAL FOR SECTION 3</b>			

4	DAILY RATES	UNIT	QTY	RATE	AMOUNT
	Provision of labour and plant (all inclusive) to remove illegal waste and dumping it at Vryheid Landfill Site by instruction of the Manager. This item is non-routine work that may or may not be undertaken.				
4.1	Unskilled labourer	DAY	1		Rate only
4.2	Supervisor	DAY	1		Rate only
4.3	6m3 Truck	DAY	1		Rate only
4.4	6m3 Skips	DAY	1		Rate only
4.5	Tractor Loader Backhoe (TLB)	Hour	1		Rate only
4.6	Loadligger or Roll-on-Roll-off vehicle to service the skips	Hour	1		Rate only
4.7	Load, remove & dispose animal carcass of small to medium sizes	No.	1		Rate only
4.8	Additional travelling to dispose refuse at different landfill site than specified in the scope of works	R/km	1		Rate only
4.9	* .....	.....	1		Rate only
4.10	* .....	.....	1		Rate only
4.11	* .....	.....	1		Rate only
4.12	* .....	.....	1		Rate only

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\*Note: The tenderer can add other sub-items should there be a need to do so.

**SUMMARY**

ITEM	DESCRIPTION	ANNUAL AMOUNT
1	FIX MONTHL CHARGE	
2	WASTE COLLECTION PER AREA	
3	REFUSE BAGS	
<b>A. TOTAL FOR YEAR ONE (EXCL. VAT)</b>		
10% ESCALATION FOR YEAR TWO		
<b>B. TOTAL FOR YEAR TWO INCL. ESCALATION</b>		
10% ESCALATION FOR YEAR THREE		
<b>C. TOTAL FOR YEAR THREE INCL ESCALATION</b>		
<b>SUBTOTAL FOR THREE YEARS (A+B+C)</b>		
15% VAT		
<b>GROSS TOTAL (Carry to Form of Offer Page - C1.1)</b>		

**C3 : SPECIAL CONDITIONS AND SCOPE OF CONTRACT**

## SECTION C3: SPECIAL CONDITIONS AND SCOPE OF CONTRACT

### 1. INTRODUCTION

AbaQulusi Municipality has establish a need to appoint a contractor (Service Provider) to render a waste management services with a distribution of refuse bags (black for domestic waste), collection of bags and disposal of waste at the Registered Landfill site (Vryheid Landfill site). The provision of Refuse Management service in AbaQulusi incorporate the following:

- Distribution of black bags;
- On-going collection of refuse from occupied premises in both formal and informal areas;
- Ad-hoc sundry services including litter picking of open areas (exclude parks and recreational areas), pavement, road servitude, waste piles, illegal dumping sites and refuse drums/skips; and
- Disposal of waste at the Vryheid Landfill site.

### 2. DESCRIPTION OF THE SITE

Maps and/or Aerial Photographs showing the layout and extent of formal and informal developments in the Contract Areas are provided under section C4" Site Information.

Some statistics relating to the contract area are as follows:

Refuse removal in AbaQulusi Areas						
LOCATION	RESIDENTIAL 1x a week	BUSINESS 2x per week	BUSINESS Daily removal	BULK CONTAINERS CBD Daily removal	BULK CONTAINERS CBD 2x a week	TOTAL
Vryheid / Lakeside	4727	320	534	21	30	5632
SASKO	803					803
Bhekuzulu	3824		26			3850
Municipal Sites		15		3		18
<b>Totals</b>	<b>9354</b>	<b>335</b>	<b>560</b>	<b>24</b>	<b>30</b>	<b>10 303</b>

### 3. SPECIAL CONDITIONS

- 3.1. This contract will be awarded for a period of three (3) years from date of appointment.
- 3.2. The rates for household, business refuse and public open spaces etc should be priced separately as per the pricing schedule.
- 3.3. The Contractor will have offices or will establish offices with a fixed address during the contract period within the jurisdiction of the Abaqulusi Municipality
- 3.4. The Contractor will **not** be required to pay any disposal fees for waste disposed at the Vryheid Waste site, provided that the Contractor displays a valid Abaqulusi permit which will be issued from time to time.
- 3.5. It is the responsibility of the Contractor at all times to have the necessary number of employees, vehicles and any other equipment that may be needed to render the service satisfactorily.
- 3.6. The Contractor will only employ labour who are resident in the area as indicated in clause 2 above. Should this requirement not be upheld, the municipality may have the right to terminate the agreement.
- 3.7. It is the responsibility of the Contractor to have an alternative plan ready in case of any problems that may occur.
- 3.8. The Municipality reserves the right to cancel the contract if the service is not provided to its satisfaction or if any of the contract conditions are breached. A notice will be given to the Contractor, in writing, to correct the non-compliance within five (5) days. If the Contractor still

- does not comply, the Municipality reserves the right to take the necessary measures to deliver the service. This will be for the cost of the Contractor.
- 3.9. The Contractor must indemnify the Municipality from any actions, lawsuits, proceedings, claims, demands, costs, damages and expenses that may occur or be brought against the Municipality in rendering this or as a result of rendering this service.
- 3.10. Payment will be made within 30 days after the work has been completed to the satisfaction of the Manager: Environmental Services.
- 3.11. The tender may be awarded to one (1) or more contractor.
- 3.12. The Contractor must adhere to the Occupational Health and Safety Act no. 85 of 1993 as amended. An approved Safety Plan must be submitted by the Contractor within ten (10) working days of the commencement of the contract.
- 3.13. The municipality and the Contractor will enter into a service level agreement which will form part of this contract.

## **SCOPE OF CONTRACT**

### **4. COLLECTION OF WASTE**

- 4.1. Refuse must be collected from the Vryheid, Bhhekuzulu, Lakeside, SASKO and surrounding areas as specified by the Municipality.
- 4.1.1. The Manager: Environmental Services will issue a list of occupied residential erven in formal areas to be served under the contract to the Contractor prior to the commencement of the Contract.
- 4.1.2. Household refuse must be removed once per week per area, including on public holidays which fall on weekdays regardless of inclement weather. The estimated household totals are indicative and can vary up to 10% therefor allowance must be made in the price of this item.
- 4.1.3. Once the collection schedule has been approved, collection must be made on the scheduled day regardless of inclement weather. The Service Provider's attention is drawn to the fact that he will be required to collect refuse on statutory holidays (should the holiday fall on a scheduled day).
- 4.1.4. The Service Provider shall be responsible for distributing pamphlets, supplied by the Municipal Manager free of charge, to all occupied residential units informing them of the WASTE MANAGEMENT procedure and of their weekly collection day or for any other purpose.
- 4.1.5. Payment for the distribution of pamphlets shall be made under Item 2.1 of the Bill of quantities in the pricing schedule.
- 4.1.6. Under no circumstances will the Service Provider be allowed to deviate from the approved collection schedule without the prior consent of the Municipal Manager.
- 4.1.7. Should any such deviation be accepted by the Municipal Manager, the Service Provider shall be responsible for informing residents of any changes in the schedule. All costs relating to informing the residents of the change in their collection schedule due to any such deviation being accepted by the Municipal Manager shall be to the Service Provider's account.
- 4.1.8. Should the Service Provider fail to collect refuse in any area on the scheduled day without the Municipal Manager's prior approval, the Municipal Manager shall have the right to arrange for another party to collect this refuse. Any costs associated with this shall be to the Service Provider's account and the Municipal Manager shall have the right to deduct such costs from any monies owing to the Company.
- 4.1.9. The Municipal Manager shall further have the right to instruct the Service Provider to collect any refuse not collected on the scheduled day on any following day. The Service Provider shall then be compelled to comply with such instruction.
- 4.1.10. Late collection shall be subject to penalties as set out in Clause 13: Penalties.
- 4.2. A plan must be submitted as to how the public open spaces in these areas will be cleaned up and be managed by the Contractor.
- 4.2.1. Piles of waste (rubble, and garden) on the road servitude and open spaces must be collected as instructed by the Manager Environmental Services.
- 4.2.2. Clean-up campaigns must be conducted once a month to promote clean environment as instructed by the Manager Environmental Services.

4.2.3.Hourly site inspection must be done by supervisor(s) in making sure that the bags are distributed correctly, refuse bags are collected and disposed and complains are attended to.

4.2.4.Removal of all litter and refuse in road reserves, selected areas and open spaces.

4.2.5.Removal of all litter, rubble and refuse from open storm water drains.

4.3. Business refuse must be removed twice weekly as per the approved weekly schedule, including on public holidays. The estimated businesses' totals are indicative and can vary up to 10% therefor allowance must be made in the price of this item.

4.3.1.The Service Provider will be required to collect all waste placed in bags at an agreed pickup point on the scheduled collection day.

4.3.2.Unless otherwise agreed - the pickup point shall be from the road verge outside of the property boundary.

4.3.3.The Service Provider's attention is drawn to the fact that he will be required to pick up all waste placed in bags at the pickup point

4.4. Garden refuse that is in plastic bags or tied up in bundles or in bins must be removed on a weekly basis.

## **5. CLEARING OF CONTAINERS**

5.1. Containers are placed at community areas such as schools, shopping centers, taxi ranks, etc. throughout the Contract area.

5.2. The Contractor shall be required to collect, remove and dispose of all refuse of whatever nature from these drums twice weekly on the days indicated on the provisional collection schedule.

5.3. The Contractor shall also be required to clear all litter and refuse from the street and street verges within a 10m radius of the drum on the scheduled weekly collection day. No separate item has been scheduled for this activity and payment for this activity shall be deemed to be included in the rate for collection of refuse from open spaces.

5.4. The Contractor shall be paid the weekly rate of the Schedule of Rates and Prices.

5.5. Late collection shall be subject to penalties as set out in Clause 13: Penalties

## **6. REFUSE DISPOSAL SITE**

6.1. All refuse must be dumped at the Vryheid registered landfill site of the Municipality. The Municipality will specify in writing, if a different dumping site should be used. Should a different dumping site be used, then the Contractor will be paid for the additional distance travelled to dispose the refuse.

6.2. All refuse disposal must be completed during normal working hours (i.e. 06h30 – 20h00 on all days except Sundays 06h30 to 15h30). No services will be undertaken outside of normal working hours unless by prior approval of or on the instruction of the Manager Environmental Services or his delegated official.

6.2.1.The Contractor will be required to off-load refuse in the areas pointed out by the persons in control of the disposal site and in the proper manner in accordance with the instructions of such persons.

6.2.2.The Contractor shall, on the instruction of the Manager: Environmental Services submit to him on a weekly basis a summary of all loads of waste collected under this Contract.

6.2.3.The Contractor will not be required to pay any disposal site charges for waste collected under this Contract provided the Contractor displays the AbaQulusi permit issued from time to time.

6.2.4.The Contractor's attention is drawn to the fact that he will be required to register all vehicles to be used on this Contract with the Manager: Environmental Services, and that his operations will be closely checked to ensure that only waste collected under this Contract will be allowed to be disposed of at the Vryheid Waste Disposal Site and other landfill sites.

6.2.5.Should it be found that the Contractor is disposing of other wastes at the Vryheid Waste Disposal Site, the Contract may be terminated and legal proceedings initiated.

## **7. BLACK BAGS**



7.1. The Contractor is responsible for the supply of black bags at his/her own cost. A packet consisting of 10 black bags must be delivered to each collection point on a monthly basis in the first week of the month.

7.1.1. The thickness of the black bags must be 25 micron or higher, size 760 mm x 910 mm and in accordance with SABS - CKS 120. The material shall be virgin in origin with a maximum of 10% recycled material. The Municipality may, from time to time, test the quality of the bags and non-compliance may result in the termination of the contract (refer General Conditions of Contract).

7.1.2. The quantity of bags will be based on the number of residential units in formal areas and the number of houses in informal areas in the Contract area.

## **8. PLANT, VEHICLES AND EQUIPMENT**

8.1. The Service Provider must at all times provide his own transport and plant and for this purpose have available at all time, plant and equipment suitable for the collection of refuse.

8.1.1. Single cab to supervise teams, attend to complaints, emergencies and distribution of bags.

8.1.2. At least 2 compactor trucks for day to day collections and

8.1.3. Tipper truck for collection of rubble and garden waste

8.1.4. Loadlifter or Roll-on-Roll-off vehicle to service the 6m<sup>3</sup> skips

8.1.5. Enough 6m<sup>3</sup> skips to service the municipal areas

8.2. The vehicles must be suitable REL compactor truck or purpose-made refuse removal hydraulic tipping vehicle, complying with all legal requirements, maintained in good working order and in a strictly roadworthy condition, and kept clean and neat at all times.

8.3. Company should provide the proof of ownership of the plants, vehicles and equipment and the roadworthy certificate. Failing to provide such information, will result in automatic disqualification.

8.4. Companies who do not have at their disposal, suitable machinery/equipment to perform the service must attach a separate statement to their bid giving details of capital or financial facilities available and a letter from an approved financial institution must be handed in setting out full details of finance available for the purchase or rental of suitable plant.

8.5. The municipal name, logo and user department name must be prominently displayed on both sides of all plant and vehicles.

8.6. All vehicles, plant and equipment must be licence in Abaqulusi (eg. NV registration plate numbers).

8.7. The Service Provider must present all of the vehicles to be used on the contract to the Manager Environmental Services or delegated official for inspection and approval before utilising them on the sites.

## **9. CONTRACTOR'S WORKERS**

9.1. The Contractor shall at all times employ competent workers. Any worker that in the opinion of the Manager: Environmental Services is not competent shall, if required by the Manager: Environmental Services be removed by the Contractor and replaced.

9.2. All workers (excluding supervisor) permanently employed on this Contract including any temporary replacements during their leave of absence shall wear overalls or dust-coats with the words reflecting the company's name clearly shown across the back of the overalls or dust-coats.

## **10. COMPANY'S PERMANENT SITE MANAGER - REFERRED TO AS: COMPANY'S MANAGER**

10.1. It is essential that the Contract is properly managed and supervised.

10.2. The Company shall keep a competent Manager (with Environmental or Waste Management qualifications) on Site during the Contract period and any instruction given to him by the Municipal Manager shall be deemed to be given to the Contractor. The Contractor's Manager shall be responsible for the management and supervision of the Refuse Removal Contract and shall have a vehicle dedicated to his use for the purpose of supervising the contract works.

- 10.3. The Company Manager shall be contactable via cell phone at all times during normal working hours. The Contractor's Manager must also report to the Municipal Manager's office at times determined by the Manager: Environmental Services. The Company shall have both the cell phone and landline in addition to his communication arrangements.
- 10.4. Penalties may be applied when the Contractor is uncontactable and where the Company fails to attend site meetings arranged by the Manager: Environmental Services or his representative.

## 11. HEALTH AND SAFETY

- 11.1. The contractor shall comply with all the requirements of the occupational health and safety act no. 85 of 1993 (as amended)
- 11.2. It is a condition of the contract that a responsible person be nominated, by the contractor, who shall at all times take full responsibility for compliance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 (as amended).
- 11.3. The contractor will be required to complete and submit to the Manager: Environmental Services, on a weekly basis the Safety Health and Environmental Registers, weekly operation plan and report including the plastic distribution plan. All workers engaged on the Contract shall be suitably attired and equipped in accordance with the requirements of the Occupational Health and Safety Act. In addition, all workers engaged in the collection of both residential refuse and refuse from drums shall be provided with rubber/PVC gloves, as well as rain suits for inclement weather.
- 11.4. All workers engaged in the disposal of dead animals must be issued with disposable gloves and masks.

## 12. MINIMUM WAGES

- 12.1. All employees engaged on this Contract shall be paid no less than the minimum wage as stipulated in the Conditions of Contract.
- 12.2. The Bidder's attention is drawn to the fact that they should make provision in their Bid prices for all costs associated with meeting the minimum conditions of employment such as leave pay, U.I.F. payments and Workmen's compensation payments.

## 13. PENALTIES

- 13.1. The following penalties shall where and when applicable be deducted from any monies due to the Service Provider:

Item	Description	Penalty
11.1.1	Late commencement of service if not reported beforehand	R2 000 per calendar day to a maximum of R50 000 per month
11.1.2	Spillage from vehicle or plant	R2 000 per incident per day to a maximum of 50 000 per month
11.1.3	Using a vehicle which does not comply to the requirements as stipulated elsewhere in this document	R10 000 per day to a maximum of R100 000 per month
11.1.4	A vehicle being driven by a person not in possession of the necessary driving permits	R2 000 per day
11.1.5	Service provider not attending compulsory site meetings	R1 000 per incident
11.1.6	Workers not properly attired in correct clothing and in terms of health and safety	R1 000 per day
11.1.7	Deliberate disposal of refuse, litter, grass cuttings etc in open, manholes etc	R3 000 per incident

## 14. SITE MEETINGS AND REPORTING

- 14.1. The appointed Service Provider will attend monthly site meetings as instructed by the Manager Environmental Services or his delegated official.
- 14.2. These meetings are compulsory, and the Service Provider will submit reports in the required format beforehand or at the meeting.
- 14.3. A weekly collection schedule must be submitted in writing to the Manager: Environmental Services. This report must be submitted on a monthly basis.
- 14.4. The Contractor or a representative must report to the Manager: Environmental Services on a daily basis in order to collect complaints that were received from the public.

#### **15. DAMAGE TO SERVICES AND INFRASTRUCTURE**

- 15.1. The Service Provider will report any damages to services and property caused by his staff in the execution of the contract to the Manager Environmental Services or his delegated official within 24 hours.
- 15.2. The repair of and cost of the damages caused by the Service Provider's staff will be borne by the Service Provider and repairs must be actioned within 7 (seven) days after the incident.

## **C4: SITE INFORMATION**

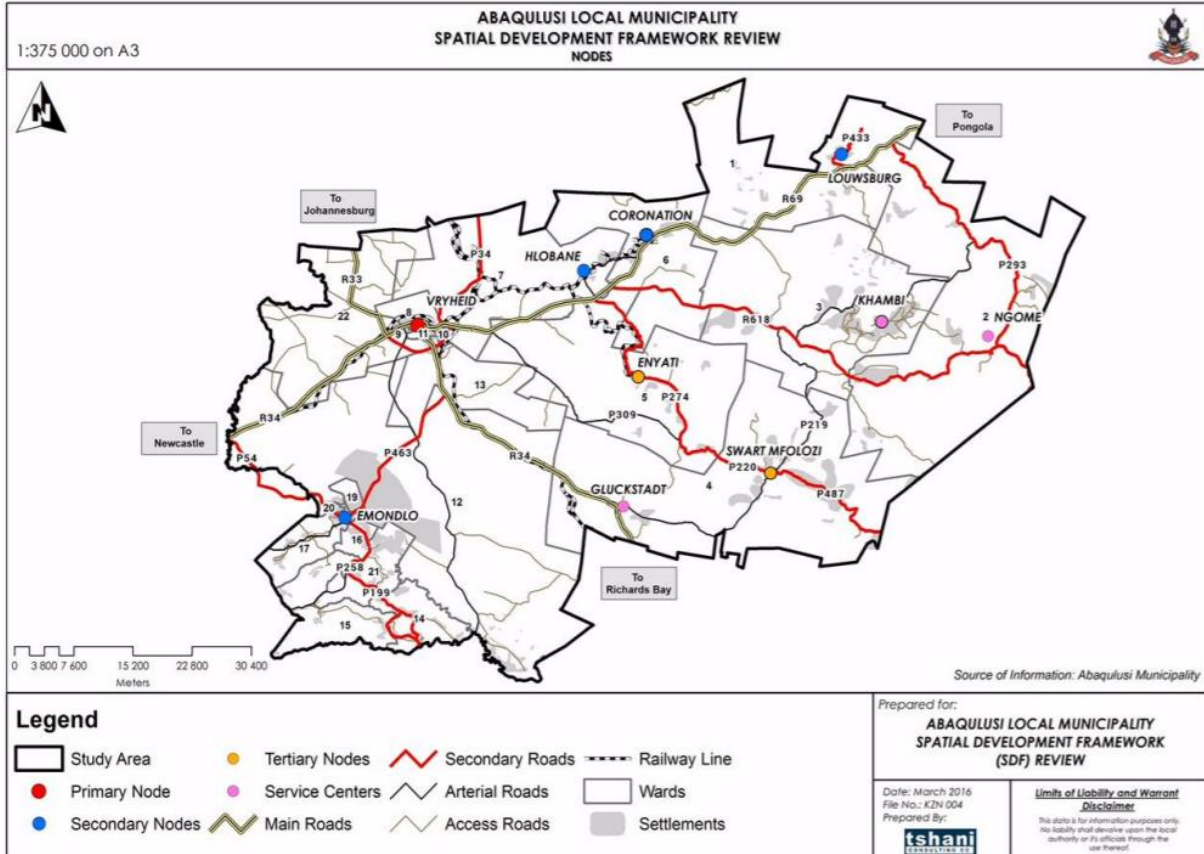
## C4 site information

### GENERAL

This section describes the site at the time of tender to enable the tenderer to familiarise and to decide upon his method of working and programming and risks.

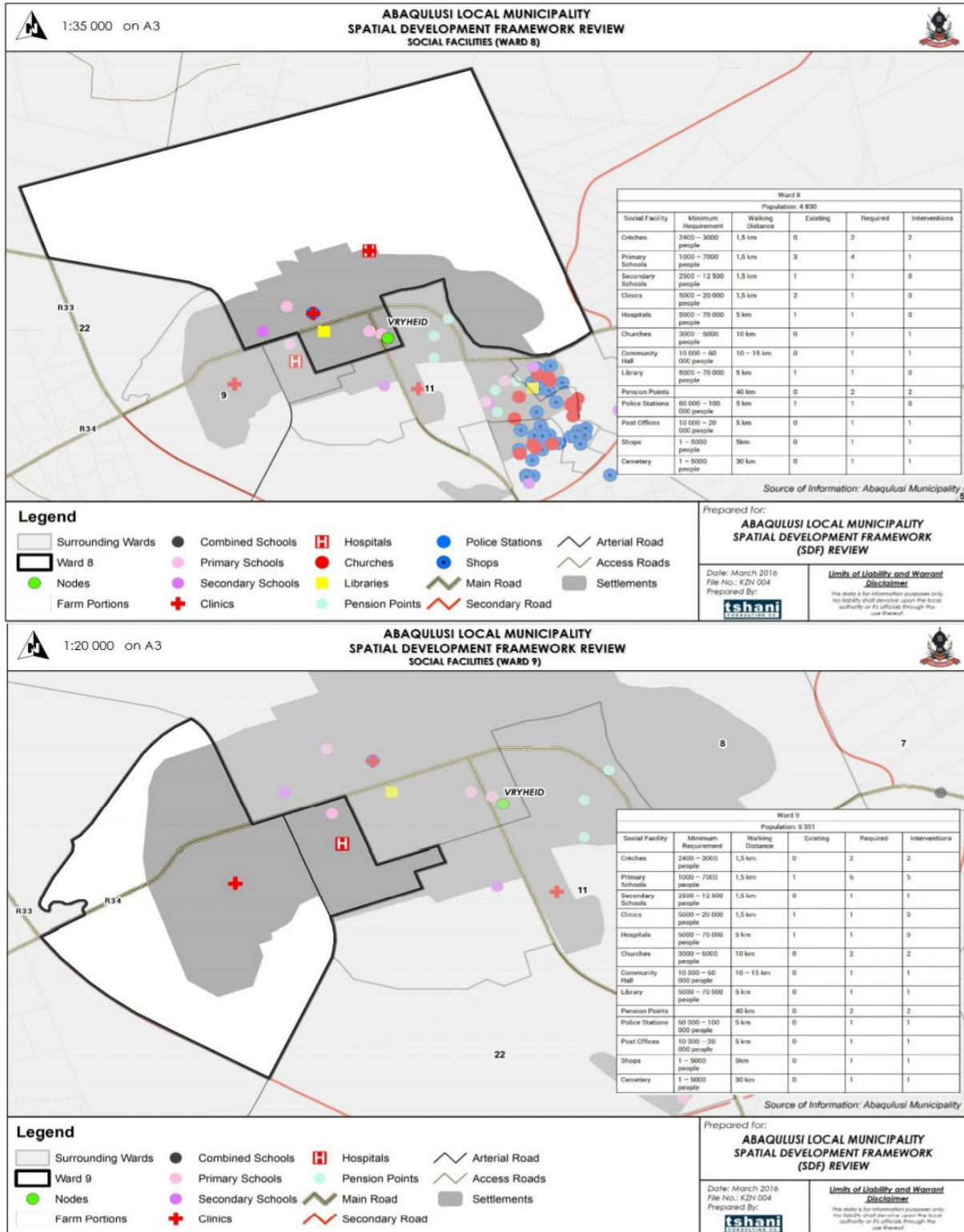
### Site Location

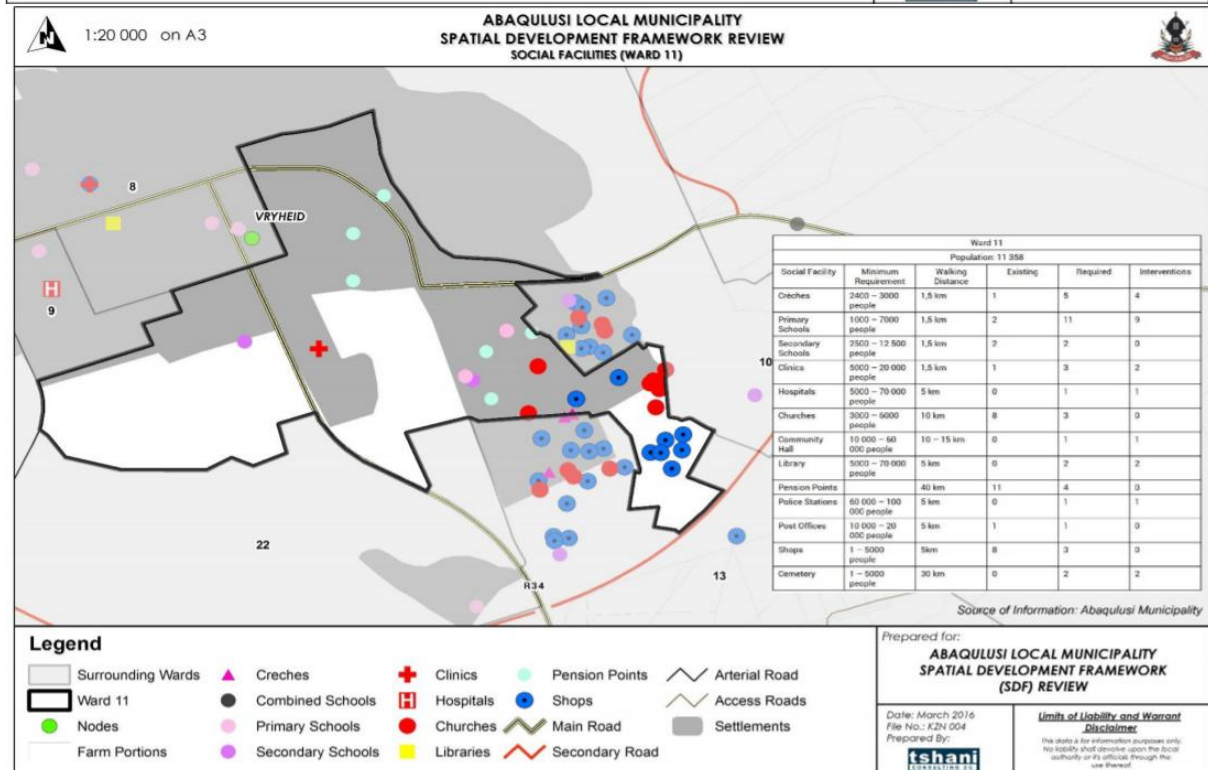
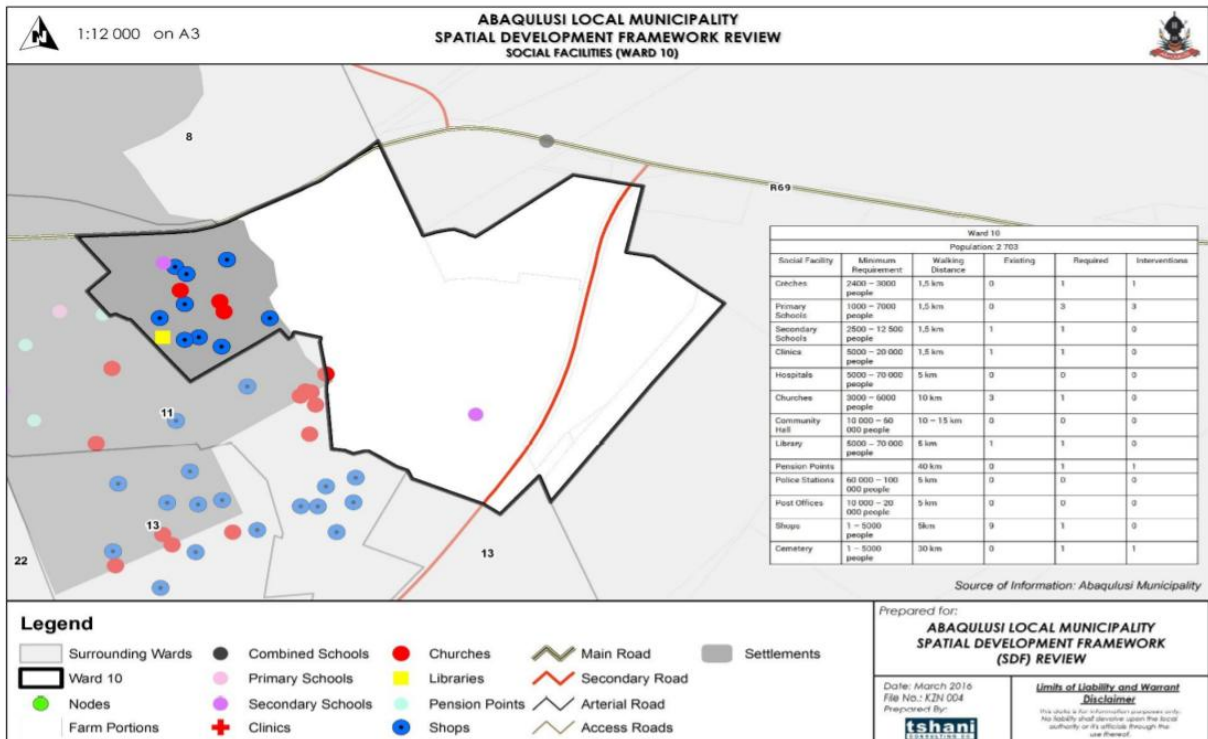
The following map shows the location of the project area:



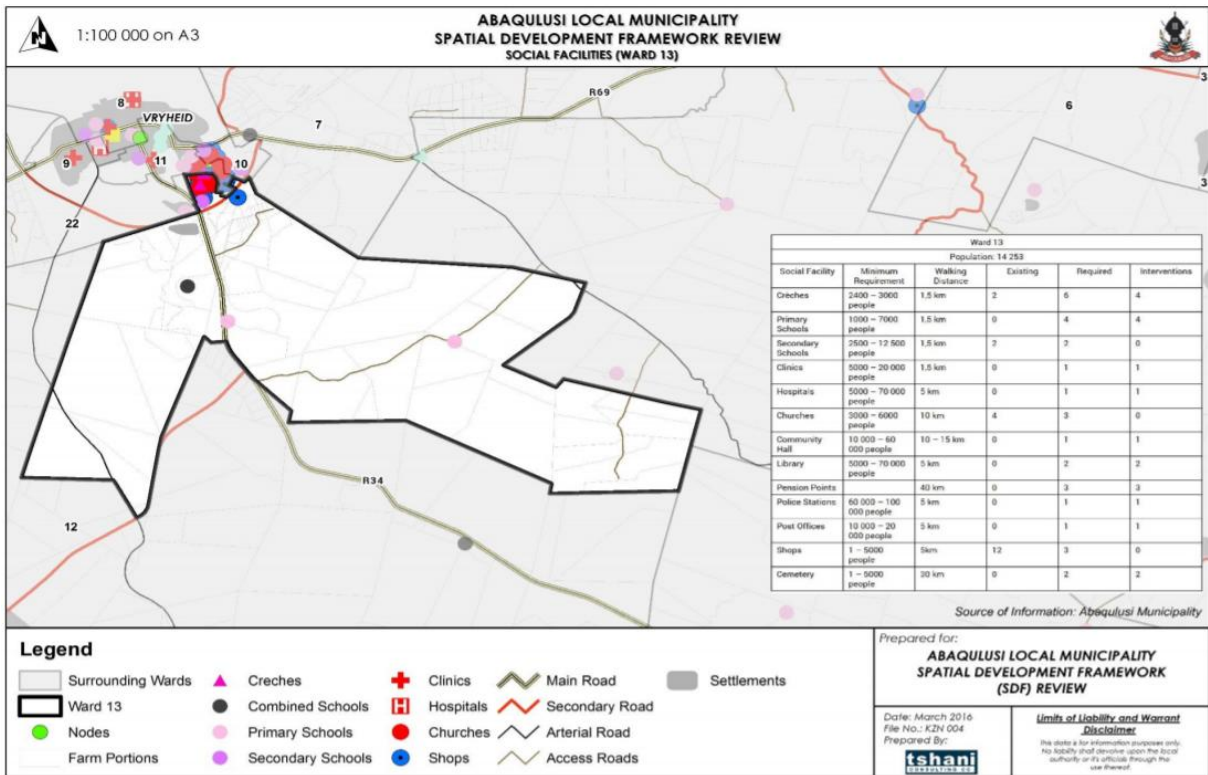
## Site layout

The following maps shows the layout of the project areas:









### Access To Site And Restrictions

Permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed.

### Security

The Contractor shall be responsible for the security of his personnel, materials, equipment and plant on and around the sites and for the security of his camp (if applicable). The Employer in this regard will consider no claims.



## **C5 GENERAL CONDITIONS OF CONTRACT (GCC)**

### **TABLE OF CLAUSES**

1. Definitions
2. Application 3.
  - General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty 16.
  - Payment 17.
    - Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

- These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.
- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“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.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“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.
- 1.18 **“Day”** means calendar day.
- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“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.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **“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.
- 1.26 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.27 **“GCC”** means the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -

1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or

1.29.2 who is a female; and/or

1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

1.30 **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.

1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

1.33 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.34 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.35 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

- 1.36     **“Parliament”** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37     **“Person”** includes reference to a juristic person.
- 1.38     **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.39     **“Purchaser”** means the organization purchasing the goods.
- 1.40     **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41     **“Republic”** or **“RSA”** means the Republic of South Africa.
- 1.42     **“RFP”** means Request for Proposal.
- 1.43     **“RFT”** means Request for Tender.
- 1.44     **“RFQ”** means Request for Quotation.
- 1.45     **“SCC”** means the Special Conditions of Contract.
- 1.46     **“Secretary”** means the Secretary to Parliament.
- 1.47     **“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.
- 1.48     **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49     **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50     **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.

- 1.51 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- a. 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 of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 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 Parliament or an organisation acting on behalf of Parliament.
- 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 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.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with 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 services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the 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 manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated 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 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 21.2 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or

- (c) if the supplier, in the 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.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped 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 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

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

## **29. Governing language**

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

## **30. Applicable law**

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

### **33. Ownership and Copyright**

- 33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in Parliament.
- 33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Secretary are owned exclusively by Parliament.

**DECLARATION**

I, THE UNDERSIGNED

(NAME).....

CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION ABOVE. I  
ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS  
OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD  
THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature.....  
Date.....  
Position.....  
Name of bidder