



MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THULAMELA MUNICIPALITY					
BID NUMBER:	35/2023/2024	CLOSING DATE:	03 NOVEMBER 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	OPERATION AND MAINTENANCE OF THOHYANDOU LANDFILL SITE FOR THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OLD AGRIVEN BUILDING					
THOHYANDOU					
0950					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE		CONTACT PERSON	MR MADI M.S	
CONTACT PERSON	MUDZILI TP		TELEPHONE NUMBER	0832566647	
TELEPHONE NUMBER	015 962 7629		FACSIMILE NUMBER	015 962 7629	
FACSIMILE NUMBER	0832566647		E-MAIL ADDRESS		
E-MAIL ADDRESS	MudziliTP@thulamela.gov.za		MadiMS@thulamela.gov.za		



MBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



THULAMELA MUNICIPALITY

INVITATION TO BID

OPERATION AND MAINTENANCE OF THOHOYANDOU LANDFILL SITE FOR THREE (3) YEARS

Thulamela Municipality invites prospective service providers for provision of the following service:

BID NUMBER	DESCRIPTION	BID DOCUMENTS	CONTACT PERSON	EVALUATION CRITERIA
NO: 35/2023/2024	Operation and Maintenance of Thohoyandou Landfill Site for three (3) years	Bid documents can be downloaded from e-tender portal (www.thulamela.gov.za) for free	Mr Madi M.S. (083 256 6647) and/or Mr Mudzili T.P. (015 962 7629)	80/20 preference points system and functionality

Tender documents are obtainable from Procurement Office, Office No. 02 at Thulamela Local Municipality Head Office, during the following times: 08:00 to 15:30 (Monday to Friday) as from **13 October 2023 at a non-refundable bid price of R3.00 per page**. or can alternatively be downloaded from Thulamela website (www.thulamela.gov.za) for free. The bidders should also download SCM forms that are found in the **SCM-FORMS sub folder** on the website and complete as part of the Bid documents.

The service providers must submit the completed Bid documents (in black ink) and hand deliver or courier them to Thulamela Municipality. All completed Bid documents (hand delivered or couriered) must be dropped in the BID BOX before the closing date and time of the Bids closure. The onus is on the service providers to make sure the Bid documents are submitted on time and late submission won't be accepted.

BID NUMBER 35/2023/2024: OPERATION AND MAINTENANCE OF THOHOYANDOU LANDFILL SITE FOR THREE (3) YEARS

Interested service providers will be expected to submit the Bid documents with the following compulsory requirements.

- ❖ **Tax Compliance Status Letter or Tax Compliance Pin Number.**
- ❖ **Company registration documents (e.g., CK).**
- ❖ **Company profile.**
- ❖ **Proof of registration on CSD.**
- ❖ **Proof of valid Professional Registration of proposed Project Leader / Manager.**
- ❖ **CVs of the proposed Project Team, and their office location.**
- ❖ **Proof of municipal rates and taxes or municipal service charges owed by the bidder AND ALL its directors, not in arrears for more than 3 months. (The proof of municipal rates and taxes or municipal service charges to be submitted must not be older than three (3) months from the closing date of the bid). Attach valid lease agreement in case of rental of office facilities and municipal clearance in respect of the areas exempted from billing by municipalities.**
- ❖ **List of similar projects completed (Operation and Maintenance of Landfill) in the last 10 years by the company with client's contact details and contract values (Attach signed appointment letters and/or purchase orders).**

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of **80/20 preferential points system and functionality.**

DESCRIPTION	POINTS ALLOCATED
Relevant Experience of the firm with client contact numbers and values	Max - 50 Points
Financial Reference	Max - 20 Points
Plant and Equipment	Max – 30 Points
TOTAL	Max – 100 Points

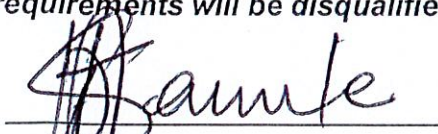
Tenderers should note the following: Functionality will be scored out of 100% and the minimum threshold to qualify is 70%. Tenderers who fail to meet the minimum threshold will not be considered for further evaluation.

BID NUMBER 35/2023/2024: OPERATION AND MAINTENANCE OF THOHOYANDOU LANDFILL SITE FOR THREE (3) YEARS

Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
1. 100% Black ownership	10
2. 100% Women ownership	5
3. Youth	3
4. Disability (Medical certificate will be used to verify the disability status of the bidder).	2

Sealed bid documents must be submitted in envelopes clearly indicating ***"BID NUMBER AND DESCRIPTION"*** on the outside and must reach the undersigned by depositing it into the official **Bid Box** at the front of the main entrance to Thulamela Municipality Civic Centre, by no later than **11H00 on, 03 November 2023**.

NB: Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically (Fax), or E- mail and without the compulsory requirements will be disqualified.


 MAKUMULE M.T.

MUNICIPAL MANAGER

12.10.2023
 DATE

TAX CLEARANCE CERTIFICATE 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.
- 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.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

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

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

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

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

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)P_l \left(D1 \frac{R1l}{R1o} + D2 \frac{R2l}{R2o} + D3 \frac{R3l}{R3o} + D4 \frac{R4l}{R4o} \right) + VP_l$$

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

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

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

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

*Delete if not applicable

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 for the past 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, principle 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, principle 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 Bidder

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

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

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

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.

.....

.....

NO

*YES /

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

*YES / NO

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?

3.1 If yes, furnish particulars

.....

***YES / NO**

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

***YES / NO**

4.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

<u>Currency</u>	<u>Rates of exchange</u>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I in my capacity as
accept your bid under reference number dated for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of Interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (If applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
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);
 - Declaration of Interest;
 - Declaration of Bidder's past SCM practices;
 - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.3.1	If so, furnish particulars:																						
<table border="1"> <thead> <tr> <th>Item</th> <th>Question</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>4.4</td> <td>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4.4.1</td> <td colspan="3">If so, furnish particulars:</td> </tr> <tr> <td>4.5</td> <td>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4.7.1</td> <td colspan="3">If so, furnish particulars:</td> </tr> </tbody> </table>				Item	Question	Yes	No	4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>	4.4.1	If so, furnish particulars:			4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>	4.7.1	If so, furnish particulars:		
Item	Question	Yes	No																				
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>																				
4.4.1	If so, furnish particulars:																						
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4.7.1	If so, furnish particulars:																						

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

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

MBD 9

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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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 analyses
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental Services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Variation orders
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Anti-dumping and countervailing duties and rights
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of Disputes
28.	Limitation of Liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	Transfer of contracts
34.	Amendments of contracts
35.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad 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.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

THE NATIONAL TREASURY: Republic of South Africa

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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

THULAMELA MUNICIPALITY

FUNCTIONALITY SCHEDULE (OPERATION AND MAINTANACE OF LANDFILL)

EVALUATION CRITERIA	Weight	Points scored
1.Experience	Max. 50	
Name reference with contact details of largest successfully implemented operation and maintenance of landfill sites.		
(0 -5yrs) = 15 Points	15	
(5-10yrs) =30 Points	30	
(10 years and above)= 50 Points	50	
2. Financial references	Max. 20	
Tenderer submitted banking details	5	
Registered financial institution's full details as guarantor in the amount of 10% as specified for surety purposes shall be submitted.	7.5	
Banking rating "C" or better	7.5	
3. Plants and equipment	Max. 30	
Water cart	5	
Excavator	10	
Landfill compactor	15	
Tipper truck 6 cm ³	10	
TOTALS (MAX = 100)		

NOTE: Tenderers should note the following: Functionality will be scored out of 100% and the minimum threshold to qualify is 70%. Tenders who fail to meet the minimum threshold will not be considered for further evaluation.

The following is a statement of similar projects executed by the company/ies in the last five (10) years:

Employer, Contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand) if applicable	Date Completed

BID SPECIFICATIONS FOR THE OPERATION AND MAINTENANCE

THOHOYANDOU LANDFILL SITE

BID No. 35/2023/2024

Thulamela Local Municipality,

P/Bag X 5066, Thohoyandou, 0950

Tel: +27 (0) 15 962 7609,

fax: +27 (0) 15 962 4020

Prepared by

Environment & Waste Management

TABLE OF CONTENTS

PAGES

1. PROJECT SPECIFICATION	
1.1. SCOPE	
2. OPERATION SPECIFICATION	
2.1. GENERAL DESCRIPTION.....	
2.2. NATURE OF GROUND AND SUBSOIL CONDITIONS	
2.3. LANDFILL OPERATIONS	
3. PROGRAMME	
3.1. LANDFILL OPERATION PROGRAMME.....	
3.2. SITE FACILITIES AND SERVICES	
<i>Water</i>	
<i>Electricity</i>	
<i>Telephone and facsimile</i>	
<i>Accommodation of contractor's personnel</i>	
<i>Sanitary Facilities.....</i>	
<i>Medical service.....</i>	
<i>Facilities for Engineer's representative.....</i>	
4. FEATURES REQUIRING SPECIAL ATTENTION.....	
4.1. SAFETY	
4.2. SECURITY.....	
4.3. Control of workmen.....	
4.4. DELIVERY TO SITE AND OFF-LOADING.....	
4.5. PURCHASE FROM EMPLOYER.....	
4.6. PROTECTION OF BOREHOLES.....	
4.7. CLASSES OF EXCAVATION OF COVER MATERIAL.....	
5. LANDFILL OPERATION.....	
5.1. SITE INSTRUCTION.....	
5.2. NOTICE BOARD.....	
6. WASTE DEPOSITION.....	
6.1. PROTECTION OF THE LINER.....	
6.2. ROUTINE DEPOSITION.....	
6.3. COMPACTION.....	
6.4. COVERING.....	
6.5. HIGHLY PUTRESCIBLE WASTE.....	
6.6. BULKY WASTE.....	
6.7. WET WEATHER CELL.....	
6.8. HEALTH.....	
6.9. COVERING INTEGRITY.....	
6.10. LITTER CONTROL.....	
6.11. DUST CONTROL.....	
6.12. GRASSING.....	
7. DRAINAGE AND POLLUTION CONTROL.....	
7.1. SITE DRAINAGE.....	
7.2. CLEAN UNCONTAMINATED RUN-OFF.....	
7.3. CONTAMINATED WATER AND LEACHATE.....	
8. CONTROLS	
8.1. POLLUTION MONITORING.....	

8.2. AUDITING.....	.....
8.3. CHECKLIST FOR AUDTING THE LANDFILL OPERATOR.....	.....
8.4. RECORDS.....	.....
9. RESOURCES RECOVERY AND SALVAGING.....	.....
9.1. SALVAGING.....	.....
9.2. METHAN CONTROL.....	.....
10. MATERIALS.....	.....
10.1. Wastes.....	.....
Sources of the waste.....	.....
Types of waste.....	.....
Waste quantity.....	.....
Site Development.....	.....
Final and intermediate cover.....	.....
11. PERSONAL PLANT EQUIPMENT.....	.....
Personnel.....	.....
Key personnel.....	.....
12. PLANT.....	.....
General .....	.....
Plant requirements.....	.....
Monitoring of personnel and plant.....	.....
13. MAINTENANCE TASK.....	.....
General .....	.....
14. ROUTE AND MONITORING.....	.....
Scattered waste.....	.....
Buildings.....	.....
Access roads.....	.....
15. AUDITING AND LANDFILL.....	.....
Auditing the landfill.....	.....
Monitoring vegetation.....	.....
Monitoring compaction.....	.....
Penalties.....	.....
ANNEXURE A: BID.....	.....
ANNEXURE B: CERTIFICATE OF AUTHORITY FOR SIGNATORY.....	.....
ANNEXURE C: SITE INSPECTION.....	.....
ANNEXURE D: ALTERATION BY TENDERER.....	.....
ANNEXURE E: DECLARATION OF INSURANCE.....	.....
ANNEXURE F: SCHEDULE OF RELEVANT EXPERIENCE.....	.....
ANNEXURE G: SCHEDULE OF PERSONNEL.....	.....
ANNEXURE H: DAYWORK SCHEDULE.....	.....
ANNEXURE I: LIST OF PROPOSED SUB-CONTRACTORS.....	.....
ANNEXURE J: BID ADVERTISEMENT.....	.....ERROR BOOKMARK NOT DEFINED
ANNEXURE K: DRAWINGS.....	.....ERROR BOOKMARK NOT DEFINED

1. PROJECT SPECIFICATION

1.1. SCOPE

Operation and maintenance of Thohoyandou Landfill which is situated at Thohoyandou Block J for a period of 36 months.

2. OPERATION SPECIFICATIONS

2.1. GENERAL DESCRIPTION

The Thohoyandou landfill site serves the general waste disposal requirements from Thulamela forum area, which includes residential, commercial and some light industries. Thohoyandou Landfill is a licensed landfill site with a **License Number :12/4/10/8-B/8/V5/A1**

This tender specifications for Landfill Operations and Maintenance associated with the landfill site for Thulamela Municipality constitute the contract for a period of **3 years**. The issue of the landfill Permit by the Department of Economic Development, Environment and Tourism in terms of the National Environmental Management Act (Act No.59 of 2008) as amended and its regulations, have a bearing on the operation conditions.

The Operation and Maintenance involves the disposal of general domestic and industrial waste by means of sanitary landfilling principles. This includes spreading, compacting, and covering of wastes daily, maintenance of onsite drainage, shaping to final levels, provision of cover, top-soiling and grassing, maintenance of on-site roads, services, grassing and maintenance of records.

The contract shall be for a period of 3 years. Except as otherwise expressly provided herein, the Contractor shall supply all labour, supervision, consumable materials, equipment, tools, service, and testing devices, and each item of expense necessary for the operation of the landfill site.

2.2. NATURE OF GROUND AND SUBSOIL CONDITIONS

According to the available geological information, the study areas is underlined by highly jointed, grey, coarse-grained, quartz and biotite-rich gneiss and immotile collectively known as the Goudplaats Gneiss. The banded character of the gneiss leads to a variable weathering profile, where less weathered, moderately hard cores tones or bands may occur within a soil-like material. Quartz-rich zones will also undergo less weathering than its mica-rich counterpart. The orientation of these bands

(i.e.: vertical or horizontal) may also lead to the occurrence of deeply weathered zones within generally less weathered material.

The site does not reflect any risk for the formation of sink holes or subsidence caused by the presence of water-soluble rocks (dolomite or limestone), and no evidence of mining activity beneath the study area has been revealed.

According to the regional geological maps and the direct observation of the test pits and other exposures in excavations, the site is underlain by basement granite gneisses. The excavation and general profiling of the test pits provide all necessary information required for the preliminary geohydrological investigation.

The granite gneiss varies from a fine grained to a coarse pegmatite type rock. In the existing excavation it was noted that a "fresh" rock determined where excavation took place. This will be the same with future cover excavation. Only weathered exposures were observed in the test pits, because the back-actor on the fresh rock was encountered at depths anywhere between 1 and 3 metres, depending on the position of the test pit. In the fresher rock, jointing and secondary iron manganese secondary mineralization was observed, which indicates the passage of water.

The soil on site is mainly decomposed residual granite, comprising a gritty fraction from the quartz and a clayey fraction from the decomposed feldspar. Towards the top of the profile, there is also organic topsoil, which supports vegetation. From experience of similar soil encountered on the site, it is known that this granitic soil is ideal for landfilling. They compact well and because of the illite clay content, they provide permeabilities of the order of 10^{-6} to 10^{-7} cm/sec. They are also very workable as cover.

2.3. LANDFILL OPERATIONS

The Landfill Operation under this contract is for the complete management and operation of the Thohoyandou landfill site and includes the following activities:

- I. Maintenance of facilities, including gatehouse and ablutions and plant storage facilities.
- II. Control of the accepted, or refusal, of wastes arriving at the landfill.
- III. Supply and maintaining records of all quantities, categories and disposers of wastes accepted, as well as records of those rejected.
- IV. Ensuring the direction of all wastes accepted to approved points for disposal
- V. Spreading, compacting, and covering of waste by means off cell method of landfilling according to our landfill permit
- VI. Maintenance of on-site drainage
- VII. Shaping of landfill to final levels on outer final slopes and provision of final cover, topsoil, and grassing

- VIII. Maintenance of site security including fencing
- IX. Maintenance of all site vegetation, by means of watering, replanting grass on berms when necessary
- X. Maintenance of a fire break around site according to National Forest act no .84 of 1998.

3. PROGRAMME

3.1. LANDFILL OPERATION PROGRAM

Within 14 days of award of the contract, the contractor shall submit a realistic programme showing the order of procedure and the method that he/she proposes to use in carrying out the landfill operation in order to meet the requirements of the Development Plan required by the Client.

3.2. SITE FACILITIES AND SERVICES

WATER

There is portable water provision on site. The contractor shall be responsible for all costs associated with the provision of water in cases where there is disruption in municipal water supply because there must always be a source of clean potable water available in case of emergencies.

Electricity

The site is currently supplied with electricity for lightning and domestic use. Should the contractor require electricity for any other purpose except for purposes stated above; arrangement must be made with the Client and the contractor shall be responsible for all costs incurred through the use such electricity.

Telephones and facsimile

The contractor shall make his own arrangements for such communication facilities. The contractor is to have a minimum of one telephone on site, for communication purposes.

Accommodation of contractor's personnel

The contractor shall make his own arrangements for accommodation of his personnel.

Sanitary facilities

There is an ablution facility on site and the contractor will be responsible for its up-keep to the satisfaction of the Client.

Medical service

The contractor shall maintain permanent first aid facilities on site. These facilities are to comprise of a medical aid kit in the site office; and at least a minimum of two staff members are to be qualified to administer first aid with one trained staff member on site at all times during operating hours.

Facilities for Client's Representative

No facilities are required for the Client's representative. The contractor shall provide triplicate books on site for site instructions by the Client and for Daily Dairy records.

4. FEATURES REQUIRING SPECIAL ATTENTION

4.1. Safety

The contractor shall comply with all the requirements of the occupational health and safety Act (Act No.85 of 1993, as amended)

In particular the contractor shall make sure that all his/her employees on the site are properly dressed at all times and that are provided with all protective clothing and appliance required by the Act and/or Regulations.

The contractor shall advise the client in writing of the person appointed as the "Responsible Person" in terms of the Act or Regulations.

4.2. Security

The Employer have already appoint the security company responsible for the site, the role of the security is to make sure that, equipment, materials, office and storage are duly taken care of.

4.3. Control of workmen

The contractor shall supervise and exercise proper control over all his/her employees engaged on the works and shall indemnify the Client against any damage or liability caused by his employees to property or persons and shall be responsible for any damage done by them during execution of this contract.

4.4. Delivery to site and off-loading

When dispatching plant or materials to site, the contractor shall arrange to have a responsible representative on site to supervise and arrange the off-loading. The contractor shall supply his own labour and equipment necessary for off-loading, and arrange for the storage and safekeeping of all items.

4.5. Purchase from employer

The contractor will not be permitted to purchase any building material or any other material or equipment from the employer unless it is in an auction.

4.6. Protection of boreholes

One borehole has been drilled as part of the geohydrological investigation of the site and this borehole is situated outside the yard just next to the main entrance. That borehole is to be protected by the contractor in the execution of the contract. The contract is to submit details of means proposed to protect the boreholes to the employer, prior to implementing such means. The contractor will be required to reinstate boreholes and/or their protective sleeves at his own cost if damaged.

4.7. Classes of Excavation of Cover Material

Depth of cover to be excavated are indicated on the drawings, and are determined from test pit logs. Should the material indicated for removal classify as hard rock, the material is not to be excavated. In the event of this occurring, the contractor is to ensure that the excavation drains freely around the hard rock portions.

Special Risks insurance cover for the Works shall be provided by the contractor as part of the General Conditions of the contract, on an annually renewable basis with the sum insured each year being the estimated value of work to be done during that year plus value of any work annually done under the contract during the previous years, but minus the value of the portion of work handed over to the employer. The estimated value of work to be done during a year shall be agreed between the contractor and the employer before the cover is affected and shall include an allowance for escalation.

The contractor is to render daily rates of which he is to be reimbursed for standing time of plant and labour in the circumstance contemplated in the general condition of contract.

5. LANDFILL OPERATION

5.1 SITE INSTRUCTION BOOKS

Throughout the contract period, the contractor should supply three carbon triplicate books as Site Instruction Books.

The first book will be for the use on site by the employer's representative to write day to day instructions and confirm any verbal information or instruction given to the contractor.

The second book will be for contractor's staff to provide the employers representative with any information regarding the construction of the works, which may be requested and/or for giving in writing as required by any of the relevant of the general conditions of the contract.

The third book shall be used as a daily dairy. The contractor shall record weather, changes in site staff and equipment, brief description of work, critical material deliveries and visitors.

5.2. Notice board

- The name of the landfill
- The name and logo of the employer
- The waste types to be accepted, and
- The rate for disposal for each waste type listed

This notice board must be updated, and the contractor is to liaise with the employer on the rates to be changed, and update such rates on the noticeboard on a regular basis. The contractor shall be responsible for maintaining the noticeboard in good repair for the duration of the contract.

6. Waste Deposition

6.1. Protection of the liner

Once completed, the liner is to be protected from damage by plant and waste transport vehicles, as well as from dying out. The first lift is to be end-tipped over the entire area in a layer not less than 0.5m thick, and is to be spread across the liner without site plant or waste transport vehicles do not have access into their liner. The contractor is therefore to ensure that waste transport vehicles do not have access into their liner. Any damages sustained by the liner due to traffic will be remedied at the cost of contractor. The liner is to be completely covered with at least one lift of waste prior to the contractor concerning in one area.

6.2. Route deposition

Deposition of general waste is to be conducted in accordance with proven sanitary landfill principles of spreading, compacting, and daily covering of putrescible wastes. In order to achieve this; a series of cells shall be constructed using incoming or stockpiled soil or builders rubble for cell walls. At the end of each operating day, the

cells are to be enclosed with cover material. The size and number of cells shall be adequate for the volume of waste to be received during the operating day and to accommodate the operation of waste to be received during the operating day and to accommodate the operation of waste reclaimers. Under no circumstances may the reclaimers work at a disposal face whilst the disposal vehicles are operating there. Alternative approved methods of depositing and may be employed with the approval of the employer.

6.3. Compaction

Waste compaction shall be carried out using a landfill compactor or approved TLB to produce an acceptable compaction density. The compaction of waste achieved on the landfill by the contractor shall be assessed relative to a compaction standard. The compaction standard will be determined by practical tests conducted periodically to obtain a measure of the actual density that can be obtained. This may be by measurement before and after in the operating cell or in a specially prepared test cell and may be carried out at any time as determined by the employer to accommodate variations in the waste stream and/or operating conditions.

6.4. Covering

It is intended that the majority of the cover material to be used in the daily operation will be from the cover stockpile or from excavations on site. All incoming waste that is considered to be suitable for daily cover is to be stockpiled and used judiciously in the operation of the landfill, alternative procedures are not excluded and may be adopted if approved by the employer.

Immediately on completion of an area to final level of landfill is to be appropriately shaped and graded, and final cover applied. The final cover comprises two 100 mm thick compacted clay soil layers over the waste body. Over these layers a 200mm thick layer of topsoil is to be placed to support vegetation. The cover material to be excavated from site meets requirements for the clay soil capping layers in terms of the minimum Requirements, in that the plasticity index is between 5 and 15, and the permeability of the compacted material appears to be below 1.6×10^{-6} cm/s from soil tests undertaken. Prior to applying final cover, the contractor is to arrange for soil testing on a sample from the stockpile he intends using, to ensure that the material meets the specifications.

Such testing must be done through an independent reputable laboratory, and the contractor is to ensure that the employer approves of the laboratory, the sampling procedures, and the test results prior to applying final cover. The final cover is then applied to meet the minimum requirements.

6.5. Highly putrescible waste

Organic putrescible matter such as fish, offal, eggs, and the like shall immediately be worked into the working face and shall be covered completely to seal the material without delay.

If directed, a separate area shall be provided and maintained for the disposal of animal carcasses. This area shall be provided with berms to prevent storm water run-off flowing into it. Outlet drains must be provided to ensure that no water stands within this area. At all times an adequate quantity of cover material must be stockpiled and available for immediate use close to the disposal point. Carcasses may be disposed of in landfill together with ordinary refuse if the employer so directs.

Carcasses disposed of shall be completely covered with a layer of unslaked lime, and then covered immediately with soil. To prevent from being exposed by scavengers, the cover must be minimum of 200mm thick. The whole carcasses must in every instance be covered.

6.6. Bulky waste

The contractor shall reduce the volume of items of bulky waste as far as is practical by the use of his plant.

6.7. Protection of boreholes

The existing monitoring borehole on to be protected by the contractor during landfill operations. The position of the borehole is to be indicated on site by the employer on award of the contract. The contractor is to submit details of the means proposed to protect the borehole to the employer, prior to implementing such means. The contractor will be required to reinstate the borehole and/or its protective sleeve at his own cost if damaged by any party.

6.8. Wet weather cell

As access to the working face may be restricted or difficult under extremely wet conditions, or other circumstances, a wet weather cell shall be kept available close to the access road. The cell operate on a surface that is of coarse material and well drained, such as builder's rubble, to ensure access in extreme wet conditions.

6.9. Health

The contractor shall operate the site so as to avoid or if unavailable, reduce to a minimum, nuisance such as:

- Odour, the main shall be by approved sanitary landfill procedures of compaction and covering, and by preventing reclaimers from burning waste in it.
- Dust : this shall be controlled by means of watering
- Flies and rodents shall be controlled by applying sanitary landfill procedures of compaction and covering, as well as by fly traps or other appropriate means ,if required
- The contractor shall comply with any noise control that may be in the force in the District and /or province

6.10. Covering integrity

Final cover shall regularly be checked for breaches through which malodorous gases can escape. Any breaches such as cracks, erosion furrows or subsistence that occurs be identified, filled in and re-grassed

6.11. Litter control

The site and its surrounds shall be kept neat and clean by removing all wind-blown litter from fence and vegetation or picking up scattered refuse and all litter on a daily basis.

6.12. Dust control

All unsurfaced roads shall be kept sprayed with water or otherwise kept moist through the working day, to control dust. Water from the contaminated water pond may be used for this purpose provided that the quality of the water has been assessed by the employer or geo-hydrological specialist.

6.13. Grassing

All completed lifts and side slopes shall be grassed by the contractor as soon as possible with the view to preventing erosion and improving aesthetics. The preferred method of grassing shall be planting of grass runners, with a suitable grass type and mix, approved by the employer prior to use. Kikuyu may not be used. The grass shall be watered and fertilizer shall be applied as necessary to maintain proper growth.

7. DRAINAGE AND POLLUTION CONTROL

7.1. Site drainage

The operation shall be such that contact between waste and surface water is controlled so as to minimize contamination. The drainage systems are required to be operated and maintained during the course of the operation: system for clean and uncontaminated run-off and the other for contaminated storm water and leachate.

In order to limit the water collected in the excavations. The contractor is to ensure that drainage systems are operational, and are adapted to meet the needs of the changing landfill. The operation is to be developed such that the excavation is filled to above ground level across the whole of the existing cells, to ensure surface drainage, and limit water ingress into the waste body in the excavation.

7.2. Clean uncontaminated run-off water

Surface water and storm water shall be controlled by a system of berms and cut-off drains constructed on site as part of the preparatory and remedial works. The purpose of this will be prevented storm water run-off from entering the working area and for the drainage system is to divert run-off round one or both sides of the waste body and into the natural watercourse.

The continued extension and maintenance of this is required through the operation. For this purpose the cover surface of the completed landfill is to be graded and kept clean and free from any obstruction to ensure that rainwater will be kept clear of exposed waste. This water can be drained into the natural watercourse.

7.3. Contaminated water and leach

All water that has been in contact with the waste shall be treated as contaminated water. This will include any leachate that may be generated on the site. Leachate from the cells will be piped from a sump to the sewer; with the option of diverting it to contaminated water pond if necessary.

All contaminated water shall drain to the contaminated water pond in accordance with the design and may not find its way into the natural water run-off systems or into the underground water system unless it complies with the General Effluent Standard.

The contractor is to ensure that his staff is aware of the dangers of handling leachate, and that the direct contact any leachate generated on site is to be avoided. In addition, contact with contaminated water on site is not accessible to surrounding communities, or his staff, for drinking, washing or other domestic uses.

8. CONTROLS

8.1. Pollution monitoring

Regular sampling of ground and surface water shall be undertaken by the employer for monitoring and recording any impact on the quality of the water regime in the vicinity of the site due to the landfilling operation. This is required by the Department of water Affairs and Forestry. Other samples may be taken by the employer or the department of Environment and Water Affairs at other times, if considered necessary.

8.2. Auditing

The operation of the landfill will be audited monthly or other regular intervals by the contractor to ensure the operation is at an acceptable level. The contractor will be responsible for training an official of the Municipality to take over the auditing function.

The objectives of the landfill auditing are:

- To ensure acceptable operating procedures and hence environmental standards are maintained.
- To ensure that the planned landfill operating procedures and design are implemented
- To provide a quantified means of assessing and comparing standards.

8.3. Records

Records on waste acceptance will be maintained as specified

Records required shall include:

- Quantity of final cover applied

- Quantity of waste handled
- Complains
- Accidents
- Breakdowns and storages
- Rainfall
- Variation from operation plan
- Site instructions issued by the employer

9. RESOURCES RECOVERY AND SALVAGING

9.1. SALVAGING

- i. In order to accommodate the salvaging operations of the waste reclaimers in a safe manner, the following method of landfill operation is to be implemented.
- ii. Two adjacent disposal areas are to be operated simultaneously.
- iii. While dumping occurs in one area, spreading and compaction would be carried out in the second. Salvaging would also be done in the first cell during dumping operations.
- iv. The waste reclaimers are to be given an agreed period of time to salvage from the heaps of freshly dumped waste before spreading commenced.
- v. Thereafter, the waste is to be spread by the landfill equipment ensuring that all putrescible waste is covered with inert waste or soil cover.

Under no circumstance are the waste reclaimers and the landfill equipment to operate in the same cell simultaneously. In addition, the landfill equipment is to be fitted with a reserve alarm.

In the interest of safety, and to avoid conflict on site, close liaison between the contractor and the waste reclaimers will be necessary. The precise detailed of the above *modus operandi* are to be determined by the contractor and the waste reclaimers on site, in consultation with Thulamela Municipality. These are to be reviewed regularly and modified if deemed necessary.

9.2. METHANE CONTROL

No gas control or methane recovery is planned. The contractor must, however, note that methane is generated by the processes which occur within landfill sites, and may

accumulate in drains, manholes and such like. The contractor is to ensure that his staff is made aware of the risks of working on a landfill site and that precautions are taken when working in confined areas such as drains and manholes, and that no smoking, be allowed where methane may occur. Methane generation should be monitored at the boundaries of the site and at buildings and manholes, especially the leachate sump. Should high concentrations be detected, measures must be taken, as directed by the employer.

10. MATERIALS

10.1 WASTES

Sources of the waste

The Thohoyandou landfill site currently serves the waste disposal needs of Thohoyandou and surrounding areas, including some industries. The site is not limited to local authority and industries only, member of the public may make use of the site.

The contractor shall record the details of unauthorized persons or private waste contractors who attempt to dispose of waste outside the site boundaries and notify the Employer as soon as possible to this effect.

All private persons utilizing the site shall be invoiced monthly at a tariff to be determined by the Employer. The Employer will provide the contractor with a list of vehicles from these private persons from time to time

The contractor shall record the quantities of waste in all categories stipulated by the Engineer or Employer solely for municipal vehicles.

TYPES OF WASTE

The Thohoyandou landfill site has been permitted in terms of section 20 (1) of the Environment Conservation Act (No.73 of 1989) to operate as a G: S: B+ waste disposal facility. The site has been permitted to dispose General, Industrial and Domestic solid waste which are produced within the domain of Thohoyandou and the surrounding areas. The waste consist of domestic waste such as households waste, garden refuse, builders' rubble and some general industrial waste. Under no circumstances will any hazardous waste be permitted to be disposed of on the site. No liquid waste and sludge's may be disposed of on the site

Waste quality

The waste disposal site will receives, an average, approximately 20 tons of waste per day.

This figure is based on estimate but cannot be guaranteed. Any variation from this figure will not be consider as grounds for a claim for extra in terms of the contract. Variation in the figure could be expected to be between 20 and 30 tonnes per day.

Site Development

The contractor shall propose an Operating Plan based on multiple cell deposition for approval by the Employer in accordance with the development plan before commencement of landfilling operation.

The Employer reserves the right to amend any operation plan in accordance with change in operating conditions at any time

Final and Intermediate Cover

Materials for final cover shall consist of clayed soil with Plasticity Index of between 5 and 15 and with a maxim particle size of 25mm. this particle shall be spread and compacted in two 150mm thick layers at a moisture content between Protocor optimum and 2% above optimum. The material is to achieve a maximum permeability of 1.6×10^{-6} cm/s or as close as possible to this specification using soil cover material.

Topsoil applied over the final cover layer shall be capable of supporting vegetation.

Materials for final and intermediate cover, and topsoil, will be available from stockpile on site.

11. PERSONNEL

Personnel

It is a specific requirement that the operational and staff is competent and adequate in numbers. A list of staff to be permanently assigned to the operation shall be submitted with the contract document. As capacity building is an important component of such contract, where possible, local people are to be trained and employed.

The key personnel as listed below shall be properly qualified and experienced. A resume of the experience of the key personnel shall be submitted with the bid document.

Key personnel

Superintendent (Part time)

Plant operator

Spotters and litter pickers (4)

Details shall be given of the qualifications, experience and expected Involvement of back-up staff not permanently assigned to the operation. If not full time on site, the superintendent must all time be accessible. The amount of time he/she will normally be on site should also be disclose names in the bid document.

The contractor shall advice the employer of the person he names as the Responsible person who will be in charge of the operation. The Responsible Person shall be the person who takes professional responsibility for the operation of the landfill

Back-up staff shall be available in the event of any absence of permanent staff. At all times a staff member with fist aid qualification must be on site during working hours, (refer section6.1, PS6.7) should any key personnel be replaced for any reason, the contractor shall the employer of the successor's details including curriculum vitae timeously.

12. PLANT

General

All plant used on the site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working conditions, and shall be so designed and constructed as to cause a minimum of dust, noise and pollution. The plant shall be operated by properly qualified and experienced operators.

In the event of breakdown occurring. The contractor shall provide such back-up plant as is necessary to ensure that the proper operation and maintenance of the site is not placed in jeopardy. The employer is to be informed immediately of any breakdown of the key plant that shall include the TLB or landfill compactor. Should the contractor not provide suitable back-up plant, the employer will hire the plant from the third party, the costs of which shall be borne by the contractor.

Plant requirements

As required in the conditions of the Bid, the contractor should submit with his bid, a schedule of his proposed plant complement, as description of his back-up or breakdown and workshop facilities. Plant assigned to the project shall not be removed without the approval of the employer.

As determined from the projected waste stream volumes and the operation of similar landfill sites, a TLB or landfill compactor of acceptable manufacture and condition able to handle 20 tonnes/day shall be provided.

Dependent on actual waste quantities on the site, the employer may direct that a bulldozer or a landfill compactor of a higher or low capacity to be provide. The contractor shall provide the replacement machine within three (3) months of receiving written notice to this effect. If this cannot be done, the period in which the replacement can be made shall be advised at the time of submitting a bid.

Monitoring of personnel and plant

The contractor shall record the basic data on the utilization of personnel and plant required by the employer.

13. MAINTENANCE OF THE SITE

General

At the commencement of the contract, the contractor will occupy the whole of the site and he shall become responsible for the infrastructure, buildings and facilities there on. At the completion of the contract he shall return the fixed assets in as good a condition as he found them, allowance being made for fair wear and tear, and he shall remove his temporary buildings and facilities.

The contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and prevent endure deterioration of any item. The contractor shall bear all maintenance cost other than those tasks exempted in clause 5.4. In his own initiative and without first being ordered to do so by the employer.

14. ROUTE MAITENENCE TASK

Scattered waste

The site and its surroundings shall be kept neat and clean by the removal of all windblown or scattered refuse. The picking up of all litter accumulating on the ground, fences and vegetation as a result of the operation must be performed daily

Buildings

The contractor shall be responsible for the care and maintenance of all buildings and structures on the site. The toilets shall be properly disinfected and kept in a thoroughly clean condition. The use is to be strictly enforced at all times. Maintenance shall include the periodic repairing of and, if necessary, the making good of, any damage on termination of the contract, all buildings shall be left in a clean and neat condition, to the satisfaction of the employer.

Access roads

The contractor shall be responsible for the maintenance of all access and haul roads on the site. The work will include watering the surface to prevent excessive dust, the grading and filling in of potholes on a regular basis and resurfacing of the roads with selected gravel material. All maintenance and repair work shall be timeously carried out ensure that all-weather access to the working face is provide in a safe and useable condition to the satisfaction of the employer.

15. AUDITING AND MONITORING

Auditing the landfill

Routine inspection will be carried out by the employer to check for compliance with the specifications. These inspections will be on a monthly basis for the first six months, and thereafter at three monthly intervals, or at intervals as deemed necessary by the employer, considering the standard of operation, compliance with the permit conditions that may come into force due to enactment of new laws.

A checklist will be employed to the effectiveness of the general operation

The auditing procedures will be as follows:

- The auditing system comprises regular evaluations of key performance area in the landfill operation. Each performance are consists of a number of components that are evaluated on a 0(unacceptable) to 2(good) scales.

Individual scores are then added and expressed as percentages for each key performance area. The weighted percentages are summated and the overall score is obtained which is compared to the performance standard or norm.

- A small team comprising representatives of the employer and the contractor will carry out the initial audit.
- The objective of the first audit will be to familiarize the audit team with conditions on site, key performance areas, agreeing on the checklist and scoring methods and arrive at an initial score for comparison purposes (a datum standard).
- During subsequent audits the scores obtained in each key performance area will be compared to the datum standard. The audit team will apply the audit system and agree on changes to the checklist or scoring until it is representative of the conditions on site. A weighting factor will be applied to each key performance area to ensure that the audit system is representative of condition on site(a performance standard)

- The performance standard will be agreed by the Engineer and the contractor, and will be used as the norm for the evaluation of the site.

Notwithstanding procedures for settling disputes, should there be a dispute in the use of the checklist, the ruling of a competent person named by the President of the institute of Waste Management of South Africa (**IWMSA**) shall be obtained and accepted as final.

Monitoring vegetation

The state of the vegetation and landscaping on the site will be monitored by the employer who will report on the status quo and make recommendations or advise on actions required by the contractor

Monitoring compaction

In order to monitor compaction standards and progress achieved the contractor will be required to submit a tachometric survey of the operating site to the employer to enable the employer to determine the volume of growth of the landfill. This survey shall be submitted in a digital format, and submitted to the employer on a three monthly basis. The time at which the survey is to be done must coincide with the cut-off for invoicing for the month as advised by the employer. The compaction achieved will be measured monthly by establishing a compaction density, which shall be compared to a norm established earlier by the same procedures.

The basic procedure is that the total volume of all waste deposited will be measured for each month by surveys as set out above. This will give the total volume of compacted refuse and cover placed in the period. The measures mass of refuse assigned to the landfill during this time will be divided by this volume to give the density, i.e.

$$\text{Compaction density} = \frac{\text{Total mass}}{\text{Normal volume}}$$

This ratio thus efficiency of the operation in terms of the compaction

Penalties

Generally performance shall be determine by auditing using checklist. This will identify any aspects of the operation where the standard is unacceptable.

The employer may in such cases advise the contractor, in writing, of specific unacceptable item or items and requires him to take steps to restore operation to the required level without delay.

If this has not been done to the satisfaction of the employer by the next audit (which will be undertaken monthly in the event of such problems arising), the employer may withhold from the monthly payment due to the contractor **5 % (five percent)** of the aggregate value of any monies payable under the schedule of quantities. Should the fault not be satisfactorily attended to by next monthly audit, **10 % (ten percent)** of the aggregate value of payment due to the contractor for the second month will be withheld, upon continued failure by the contractor to rectify faults in subsequent months **10% (ten percent)** per month of the aggregate value due to the contractor will be withheld to maximum period of **6 (six)** months. The amounts withheld shall be paid when the faults have been rectified to the employer's satisfaction. Monies withheld shall not be subject to escalation.

Failure by the required level of six (6) months in succession will be regarded as a breach of contract in terms of the contract and any monies withheld shall not become payable to the contractor.

SCHEDULE OF QUANTITIES-LANDFILL OPERATION

NO	DESCRIPTION
	<u>TIME RELATED CHARGES</u>
	Contractual requirements
	Maintenance of site
	General responsibilities and other time related obligation.
	<u>PROVISIONAL SUMS FOR WORK REQUIRED BY THE EMPLOYER</u>
	Testing and internal audits
	Overhead charges and profit
	<u>WASTE DISPOSAL</u>
	Disposal of general waste in designated areas or in cells
	Top- soiling and grassing

SUMMARY OF SCHEDULE

LANDFILL OPERATION AND MAINTENANCE

SCHEDULE	DESCRIPTION	AMOUNT
1	Preliminary and general	
2	Waste disposal	
3	Maintenance	
4	Internal Audits (four (4) times per year)	
SUB-TOTAL		
Contingency (10%)		
Contract price Adjustment(estimate)		
TOTAL(Excluding VAT)		
Value Added Tax(VAT) 15%		
TOTAL OPERATION AND MAINTENANCE INCLUDING VAT		

FORMS TO BE COMPLETED BY BIDDER

ANNEXURE A	:	BID	
ANNEXURE B	:	CERTIFICATE OF AUTHORITY FOR SIGNATURE	
ANNEXURE C	:	SITE INSPECTION CERTIFICATE	
ANNEXURE D	:	ALTERATION BY BIDDER	
ANNEXURE E	:	DECLARATION OF INSURANCES	
ANNEXURE F	:	SCHEDULE OF RELEVANT EXPERIENCE	
ANNEXURE G	:	SCHEDULE OF PERSONNEL	
ANNEXURE H	:	DAYWORK SCHEDULE	
ANNEXURE I	:	LIST OF PROPOSED	SUB-
CONTRACTORS/SUPPLIERS			
ANNEXURE J	:	DESIGNS	

ANNEXURE A: BID

Thulamela Municipality

Private Bag x5066

Thohoyandou

0950

Sir

BID NO. 36/2023/2024: THOHOYANDOU LANDFILL SITE-OPERATIONS

1. Having examined all the conditions and specifications for the execution of the abovementioned works, I /we the undersigned, offer to complete the whole of the said works in conformity with the said documents and addenda for the re-measurable sums of:

R----- (In words) -----

-----for the landfill operation.

2. I /we acknowledge that all the certificates, schedules, and forms include in this document for completion by the Bidder have been fully completed by me/us and form part of my/our bid
3. I /we undertake to complete and deliver the whole of the works constituting this contract within a 3 year period as stated in the contract.
4. I /we agree to abide by this bid for a period of **ninety (90)** days from the closing date fixed for the submission of bid, and it shall remain binding upon Me/Us and may be accepted at any time before expiry date of that period.
5. Unless and until a formal contract Agreement is negotiated, prepared and executed, this bid, together with your Letter of Acceptance, shall constitute a binding contract between us.
6. I /we understand that you are not bound to accept the lowest or any particular bid you may receive, and that you will not bear any expenses incurred by me /us in bidding.
7. I /we agree and undertake to commence with the above-mentioned landfill operations within fourteen(14)days of the issue of your letter of appointment

Yours faithfully

SIGNED ON BEHALF OF BIDDER

NAME OF SIGNATORY :(IN CAPITALS)

DATE THIS ----- DAY OF ----- 2020.

ADDRESS: -----

TEL:NO: -----

ANNEXURE B: CERTIFICATE OF AUTHORITY FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the board of Directors, duly signed and dated.

"By resolution of the Board of Directors at a meeting on -----
-----2020 at -----

Mr/Mrs -----whose signature
appears below, has been duly authorized to sign all documents in connection with this
bid-----

On behalf of (block capitals) -----

SIGNED ON BEHALF OF COMPANY

IN HIS CAPACITY AS

SIGNATURE OF SIGNATORY

WITNESS

1. -----

2. -----

ANNEXURE D: ALTERATION BY BIDDER

ALTERATION BY BIDDER

Should the bidder desire to make any departure from or modifications to the conditions of contract, specifications, or to qualify his bid in any way, he shall set his proposal clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which will be deemed to be disqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and any case signed by the bidder.

Page	Description

DATE

SIGNATURE OF BIDDER

ANNEXURE E: DECLARATION OF INSUARANCE

DECLARATION_OF INSUARANCES

COVER EFFECTED	INSURER	POLICY NO.	EXPIRE DATE
Workmen's compensation			
Employers liability			
Plant "All Risk"			
Motor Liability			
Supplementary insurance			

DATE

SIGNATURE OF BIDDER

NOTE: within 21 days of contract award, the contractor shall provide documentary evidence that he has obtained all the requisite insurance policies in terms of the contract.

ANNEXURE F: SCHEDULE OF RELEVANT EXPERIENCE

SCHEDULE OF RELEVANT EXPERIENCE

Project Description	Client	Value	Duration

DATE

SIGNATURE

ANNEXURE G: SCHEDULE OF PERSONNEL

SCHEDULE OF PERSONNEL

This schedule stipulates the management, administrative and supervisory personnel which will be provided for this contract, and the degree of involvement of each category.

Person	Position	Experience

DATE

SIGNATURE OF BIDDER

ANNEXURE H: DAYWOK SCHEDULE

DAYWORK SCHEDULE

The schedule below shows rates which shall apply day ordered by the employer. Payment shall be made at rates entered in the schedule. All day works rates shall be subject to escalation as part of conditions of contract for the duration of the contract.

1. LABOUR

The rates for Labour in Day work shall be applied to the hours worked and shall include for the cost of Labour, overheads, profit, all levies, bonuses, leave pay, including full supervision and the use of all tools and all time value and quality related costs. Labour rates to comply with Dept. Of Labour rates

Category of Labour	Normal Time 8 hour/day Mon – Fri Inclusive R /hour	Overtime Rate 1 Outside Normal Hours(workdays) And Saturday R /hour	Overtime Rate 2 Sundays and public Holidays R /hours
Foreman			
Section leader			
Charge hand			
Operator			
Artisan			
Semi –skilled worker			
Unskilled worker			

Time sheet specifying the time spent daily upon the work (with the names of the workmen and the materials employed in day works, shall be delivered to the employer or his site representative weekly in accordance with the terms of the conditions of the contract, failing which the employer shall have no liability in respect thereof.

2. PLANT

The schedule below shows details of the plant which the contractor intends using in the execution of the contract, and the all-inclusive hire rates applicable to the plant listed. These rates shall be paid for work performed by this plant on a “plant hire basis” if required by the employer, and shall include fuels, operators, supervision and profit.

Make	Description	Model	Day work Rate R /hour	Standing Time /rate R /hour
Landfill Compactor				
Excavator				
Tipper Truck				
Water Cart				

DATE

SIGNATURE OF BIDDER

ANNEXURE I: LIST OF PROPOSED SUB-CONTRACTORS

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

The schedule below indicates the names and address of sub-contractors and major supplies which are intended to be employed directly in connection with the scope of the contract for which approval of the employer is sought.

Section of contract	Value of section	Name of sub-contract	Local Y/N	Address of su-contractor

DATE

SIGNATURE OF CONTRACTOR