



PIKITUP JOHANNESBURG SOC LIMITED

TENDER INVITATION DOCUMENT FOR THE APPOINTMENT OF MULTIPLE SERVICE PROVIDERS FOR WASTE MANAGEMENT SERVICES, WASTE COLLECTION, SPECIALISED PLANT AND EQUIPMENT FOR WASTE COLLECTION, AND ILLEGAL DUMPING MANAGEMENT ON AN AS-AND-WHEN-REQUIRED BASIS OVER 36 MONTHS

**TENDER NO: PU150/2025
CLOSING DATE: 16 SEPTEMBER 2025
CLOSING TIME: 11:00 AM**

BIDDER NAME:

BID AMOUNT CATEGORY 1 (PRICING SCHEDULE 1): R..... (INCLUDING VAT)

BID AMOUNT CATEGORY 2 (PRICING SCHEDULE 2): R..... (INCLUDING VAT)

BID AMOUNT CATEGORY 3 (PRICING SCHEDULE 3): R..... (INCLUDING VAT)

TENDER DOCUMENT FOR:
PIKITUP JOHANNESBURG SOC LTD
JORISSEN PLACE
66 JORISSEN STREET
BRAAMFONTEIN, GAUTENG, SOUTH AFRICA

Contact person: Morne Koortzen
E-mail: mornekoortzen@pikitup.co.za

Enquiries or clarifying questions relating to this bid may be directed in writing via e-mail to the contact person indicated above.

Bid response documents must be deposited at:
Pikitup Head Office, Tender Office, Ground Floor, East Wing, Jorissen Place, 66 Jorissen Street, Braamfontein, JHB, before the closing date and time.

A virtual non-compulsory information session will be held on 5 September 2025 from 11:00 am on MS Teams.

Link: [Join the meeting now](#)

Note to attendees: Hold the "Ctrl" keyboard button and click on the link in the PDF document to join the virtual meeting.

SCAM ALERT

With an endeavour to promote transparent tender processes and to comply with the relevant legislation, bidding company names and bid values are called out at tender opening, and such details are also published on the Pikitup website. Fraudsters, however, abuse the information available from various sources on the internet with fraudulent intentions.

It came to our attention that fraudsters are posing as municipal and/or Pikitup employees, claiming that they are members of either the Bid Evaluation or Adjudication Committees, and soliciting bribes from bidders for being favoured during the tender evaluation or being awarded the tender.

Bidders are requested to be vigilant regarding the following:

- Pikitup tender documents are available free of charge from the National Treasury e-tender portal; thus, do not pay for tender documents.
- Pikitup is using the National Treasury Central Supplier Database (CSD), hence Pikitup will not request bidders to pay for supplier registration forms.
- All Pikitup tenders are published on the National Treasury e-tender portal and/or the Pikitup website. Only respond to tenders that are published on these websites.
- Bid responses must be deposited in the Pikitup tender box as indicated in the respective tender documents.
- Only correspond in writing with the Pikitup contact person as indicated in the tender document. The Pikitup official and contact details are also specified in the invitation to tender as advertised on the National Treasury e-tender portal and/or Pikitup website.
- Do not entertain any request for a bribe and never pay money for being favoured or being awarded a tender.

REPORT FRAUD AND CORRUPTION

Please report fraud and corruption at the City of Johannesburg Anti-Fraud Hotline: 0800 002 587 or the National Treasury Anti-Corruption Hotline: 0800 701 701

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ANNEXURE 1.1

MBD 1

INVITATION TO BID

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF PIKITUP JOHANNESBURG SOC LIMITED					
BID NUMBER:	PU150/2025	CLOSING DATE:	16 SEPTEMBER 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	TENDER NUMBER PU150/2025 FOR THE APPOINTMENT OF MULTIPLE SERVICE PROVIDERS FOR WASTE MANAGEMENT SERVICES, WASTE COLLECTION, SPECIALISED PLANT AND EQUIPMENT FOR WASTE COLLECTION, AND ILLEGAL DUMPING MANAGEMENT ON AN AS-AND-WHEN-REQUIRED BASIS OVER 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE PIKITUP TENDER BOX SITUATED AT PIKITUP JOHANNESBURG (SOC) LIMITED, PIKITUP TENDER OFFICE, JORISSEN PLACE, EAST WING, GROUND FLOOR, 66 JORISSEN STREET, BRAAMFONTEIN, JOHANNESBURG, 2000					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT PERSON					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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 (I.E. INDICATE THE SECTIONS THE BIDDER IS RESPONDING TO)	Category 1 <input type="checkbox"/> Yes <input type="checkbox"/> No Category 2 <input type="checkbox"/> Yes <input type="checkbox"/> No Category 3 <input type="checkbox"/> Yes <input type="checkbox"/> No		TOTAL BID CATEGORY 1 TOTAL BID CATEGORY 2 TOTAL BID CATEGORY 3		R..... R..... 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	SUPPLY CHAIN UNIT		CONTACT PERSON	SAME	
CONTACT PERSON	Morne Koortzen		TELEPHONE NUMBER	SAME	
TELEPHONE NUMBER	087 357 1196		FACSIMILE NUMBER	SAME	
E-MAIL ADDRESS	mornekoortzen@pikitup.co.za		E-MAIL ADDRESS	SAME	

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) 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE PIKITUP SCM POLICY, THE TENDER CONDITIONS, 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. 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 TCC CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCC CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCC IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED TO VERIFY THE CURRENT TAX COMPLIANCE STATUS.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (THIS SECTION B3 IS ONLY APPLICABLE FOR A FOREIGN-BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS)
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 REGISTERED 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:

ANNEXURE 1.2

CONDITIONS OF TENDER

CONDITIONS OF TENDER

1. GENERAL

- 1.1. Pikitup Supply Chain Management Policy and Procedure Manual (latest) will apply for this invitation.
- 1.2. All bids must be submitted in handwriting and non-erasable black or blue ink on the official forms supplied by Pikitup.
- 1.3. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
- 1.4. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup, and no correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and/or any pricing not affected per the aforementioned will be rejected
- 1.5. No alterations/corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.6. Wherever the tender document refers to any trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words "or equivalent".
- 1.7. Bidders must state the country of origin and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify, if required.

2. PRICING

- 2.1. Rates and prices offered by the bidder must be written in the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and must be inclusive of all related costs, taxes and Value Added Tax (VAT) rate ruling at the date of tender closing.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, insurance, packaging, delivery, accommodation, etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (if the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
- 2.5. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 2.6. Where the value of an intended contract exceeds R1,000,000.00 (R1 million) per annum, it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes to be able to issue tax invoices. Pikitup will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. The bidder must ensure that provision is made for VAT in these instances, and that the bid price is an all-inclusive rate.
- 2.7. If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT, and no price adjustment(s) will be allowed.
- 2.8. The amended Value-Added Tax Act requires that a Tax Invoice for supplies more than R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

3. SUBMITTING A BID

- 3.1. Bids may only be submitted on the tender invitation documentation as issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by Pikitup upon request, may be submitted as stated in the tender invitation document
- 3.2. Bid document in a sealed envelope and marked with the "tender reference number, the title of the tender, and the bidding company name", must be deposited in the Pikitup tender box as indicated in the notice of the bid, on or before the closing date and time of the bid.
- 3.3. Sealed bid documents must be deposited in the Pikitup Tender box situated at the Pikitup Head Office, Ground Floor, East Wing, Pikitup Tender Office, Jorissen Place, 66 Jorissen Street, Braamfontein, unless specified differently in the invitation to tender document.

- 3.4. Any bid received without the "Bid Number and/or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 3.5. The bid will close for tender strictly as per the details indicated on the cover page of this tender document.
- 3.6. No late bids will be accepted or considered for evaluation after the closing date and time. Bid documents deposited into the tender box after the closing date and time will be recorded as late bids, and the bidder will be contacted to collect the bid document.
- 3.7. Bid responses sent or delivered to any other address besides the address stated in the tender document will not be considered.
- 3.8. Telegraphic, telephonic, telex, facsimile, e-mail, sent electronically, late bids, or bids submitted by any other means as specified in the invitation to tender will not be considered or accepted.
- 3.9. Only bids that are deposited into the tender/bid box before the closing date and time will be considered. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for Bids that are not deposited in the tender/bid box before the closing date and time.

4. BID DOCUMENT COMPLETION AND RESPONSE

- 4.1. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup, and no correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and/or any pricing not effected by the aforementioned will be rejected.
- 4.2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
- 4.3. No alterations or corrections to the information in the document (including pricing) may be performed by stapling or sticking another page over it.
- 4.4. Before submission of any bid, the bidder must check the number of pages to ensure pages are in the correct order, and to satisfy themselves that none of the pages are missing or duplicated.
- 4.5. The bidder must ensure that the bid response document is clearly and correctly indexed, and that pages and supporting documents are clearly and correctly captioned, titled, labelled, named or marked with the relevant headings, sections and/or subsections.
- 4.6. The bidder must ensure that the sections, subsections and/or supporting documents of the bid submission are filed in a chronological order, and that the bid document is securely bound.
- 4.7. Documentation and/or information that is not indexed, referenced, identified and/or recognised will not be considered for evaluation purposes. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for documentation and/or information that are disregarded and/or not considered due to pages and/or supporting documents that are incorrectly filed or misplaced, or documentation that are not clearly or incorrectly indexed, referenced, titled, labelled, named, marked or captioned.
- 4.8. All supporting documents must be submitted by either stapling them to the relevant form in the bid document or by submitting a bound annexure containing all supporting documents. Pikitup will not take any responsibility for missing or lost pages, where the bidder submits loose pages, or where the bidder failed to securely bind supporting documents.
- 4.9. No bid response shall be considered unless it is accompanied by sufficient information to demonstrate that the goods or services offered fully comply with the specification and bid requirements.
- 4.10. Wherever the tender document refers to any trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words "or equivalent".
- 4.11. Bidders must state the country of origin and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify, if required.
- 4.12. Bid documents submitted in the tender box and recorded in the tender register at the closing date may not be returned to the bidder, given that all bid documents must be kept on record for audit purposes. Bid documents deposited in the tender box may only be made available to the respective bidders where the tender was cancelled and/or an erratum was issued by Pikitup before the tender closing date.

5. BID OPENING

- 5.1. Bids shall be opened bid responses in public at the Pikitup Tender Offices as soon as possible after the closing time.

- 5.2. Where practical, the bidder names and/or prices will be read out at the time of opening bids.
- 5.3. Pikitup will record in a tender register, which is open to public observation, the details of bids received by the tender closing date and time. The electronic version of the tender register will subsequently be published on the Pikitup website.
- 5.4. Any bid received after the appointed time for the closing of bids shall not be considered, but shall be filed unopened, and/or the bidding company will be contacted to collect the bid.

6. **VALIDITY PERIOD**

- 6.1. The tenderer shall warrant that the tender offer remains valid, irrevocable and open for acceptance by Pikitup at any time for 90 days after the closing date stated on the front page of the tender document, unless specified differently in the tender document. The tender offer will constitute an offer which remains open for acceptance during the validity period.
- 6.2. The validity of bids may be further extended by a period of not more than six months, subject to mutual agreement by the parties, administrative processes and upon approval by Pikitup's delegated authority, unless the required extension is because of an appeal process or court ruling.

7. **SITE VISIT, BRIEFING, OR INFORMATION MEETINGS**

- 7.1. Where the bid document specifies that a compulsory site visit, briefing, or information meeting will be held as per the details provided on the cover page of the bid document, it is a requirement of the bid that the bidder's representative must attend the briefing session as important information about the bid will be discussed at the meeting. Attendance of compulsory site visits and/or compulsory briefing sessions is mandatory, and bidders must attend and ensure to fully complete and sign the attendance register. Non-attendance or omitting to complete or sign the attendance register for the compulsory site visit or briefing meeting will result in your bid being disqualified for further evaluation.
- 7.2. Where the bid document specifies that the information meeting is not compulsory, attendance at the meeting would be optional to accommodate questions and responses relating to the bid.
- 7.3. Where the bid document specifies that no briefing or information meeting will be held. Queries or questions relating to the bid must be emailed to the contact person as indicated in the bid document.

8. **EVALUATION OF BIDS**

- 8.1. Bidders must fully comply with all the minimum pre-compliance evaluation criteria, which may include mandatory technical requirements, and must meet the minimum functionality evaluation criteria threshold (if functionality evaluation is applicable) to be considered for further evaluation. The tenders will be evaluated based on the applicable point system as stipulated in the PPPFA. The 80/20 principle will apply for tendered prices up to R50 000 000 (fifty million rand), and the 90/10 principle will apply for tender prices with a Rand value above R50 000 000 (fifty million rand), unless stated differently in the tender document. Thereafter, objective criteria may apply, if specified.

9. **EVALUATION AND ADJUDICATION CRITERIA**

- 9.1. The tender will specify the applicable evaluation and adjudication criteria, which may include, but are not limited to, the following:
 - 9.1.1. Relevant minimum administrative and legislative requirements.
 - 9.1.2. Mandatory requirements and relevant specifications.
 - 9.1.3. Value for money.
 - 9.1.4. Capacity and capability of bidders to execute the contract.
 - 9.1.5. PPPFA and associated regulations (including price and preference).
 - 9.1.6. Pikitup SCM Policy / Procedure provisions, and
 - 9.1.7. Any other objective criteria specified in the tender.

10. **REQUIREMENTS OF A VALID BID**

- 10.1. The following duly completed documents and/or information must be submitted with the submission of the bid. Failure to comply with this requirement may invalidate the bid. The bid may not be considered, and no further correspondence will be entered into concerning the following matters:
 - 10.1.1. Non-submission of pre-compliance documentation,
 - 10.1.2. The tender has not been completed in non-erasable handwritten black or blue ink,
 - 10.1.3. Incomplete Pricing Schedule or Bill of Quantities,

- 10.1.4. A Form of Offer not signed in non-erasable black or blue ink,
- 10.1.5. Bid submissions with material alterations or corrections not in compliance with Clause 1.6 above will be rejected.
- 10.2. Pikitup may, after the closing date, request additional information or clarification of tenders in writing in compliance with the SCM Policy and SCM Procedure Manual, which may include but not be limited to the following:
 - 10.2.1. To obtain an updated National Treasury Central Supplier Database registration form if information is no longer compliant or outdated
 - 10.2.2. To obtain a valid Tax Clearance PIN if the certificate has expired, is no longer compliant, or has become inactive after the closing date of the tender.
 - 10.2.3. To clarify or verify pricing where the prices are unclear or an obvious error or mistake has been detected, e.g. a total price was given instead of a unit price or vice versa; an arithmetical error detected, etc. The bidder may, however, not be allowed to increase the total bid price.
 - 10.2.4. To allow the bidder to pay overdue municipal accounts.
 - 10.2.5. To obtain income tax number(s) from the recommended bidder.
 - 10.2.6. Where an omission on a document is purely administrative in nature, for example: a document not initialled, fully signed, or a section not fully completed, the bidder may be allowed to correct the omission that is administrative in nature.
 - 10.2.7. No clarification or communication will be entered into with the bidder and/or the bidder will not be given a second opportunity to submit documentation that was a tender requirement, if the relevant documentation was not submitted in the first instance.

11. **BID RESPONSIVENESS**

- 11.1. A Bid will be considered non-responsive if:
 - 11.1.1. The bid is not in compliance with the tender specifications; and/or
 - 11.1.2. The bidder has not fully submitted all the returnable documents as listed in the bid document; and/or
 - 11.1.3. The bidder has failed to clarify or return any supporting documentation within 5 business days of being requested to do so in writing.
- 11.2. Pikitup reserves the right to accept or reject:
 - 11.2.1. any variation, deviation, bid offer, or alternative bid offer; or may cancel the bidding process and reject all bid offers at any time before the formation of a contract. Pikitup shall not accept or incur any liability to a bidder for such cancellation and/or rejection and will only provide written reasons for such action upon receipt of a written request to do so.
 - 11.2.2. a bid offer which does not, in Pikitup's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 11.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of several items being offered), and Pikitup is not obliged to accept the lowest or any bid.
- 11.3. Pikitup has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to Pikitup or the City of Johannesburg Municipality or any other Municipality or other service provider in respect of any municipal rates and taxes or service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of Pikitup, be deducted from payments due to him/her for this bid, until the debt is paid in full, may be considered for acceptance by Pikitup.

12. **WITHDRAWAL OF BID DURING AND / OR AFTER THE SCM PROCESS**

- 12.1. When a bidder withdraws his/her bid during the SCM bidding and evaluation process, it must be in writing, before the award of the bid, for which Pikitup holds the right to accept or reject with or without a claim for any damages.
- 12.2. When a bidder withdraws or cancels the contract after award of the bid to the successful bidder, the awarded bidder may be held responsible for any damages or administrative expenses incurred before the award of the bid.
- 12.3. Defaulting bidders and/or their directors may be reported to the National Treasury to be considered for inclusion in the National Treasury's list of defaulters.

13. **COMMUNICATION DURING THE TENDER PROCESS**

- 13.1. All correspondence relating to this tender should be in writing, should reference the Pikitup tender number and must be addressed to the Pikitup official stipulated in the tender invitation.
- 13.2. Verbal or any other form of communication, from Pikitup, its employees, agents or advisors during site visits/clarification meetings or at any other time before the award of the Contract, will not be regarded as binding on Pikitup, unless communicated by Pikitup in writing to suppliers/tenderers by the General Manager: Supply Chain Management Unit or his/her nominees. Similarly, any communication of the tenderer that is not reduced to writing by the tenderer, its employees, agents or advisors, shall not be regarded as binding on Pikitup, unless communicated to Pikitup in writing by the tenderer, or their duly authorised representatives.
14. **NEGOTIATIONS**
- 14.1. The award of the tender may be subject to negotiations of the final terms and conditions of the anticipated contract with the highest scoring and/or preferred bidders.
- 14.2. The negotiations may include, but not be limited to, price negotiations and/or negotiations on any other terms and conditions of the anticipated contract(s) with the highest scoring / preferred bidders before final award.
15. **ADJUDICATION OF BIDS**
- 15.1. Bids submitted in response to this invitation will be adjudicated by PIKITUP in terms of the Supply Chain Management Policy and Procedure Manual developed per the requirements of the Municipal Finance Management Act 56 of 2003, the Preferential Procurement Policy Framework Act # 5 of 2000, and the Preferential Procurement Regulations of 2022, and related legislative requirements. Enquiries in respect of the policy should be addressed via email to PIKITUP's General Manager: Supply Chain Management, Mhloti Maluleke at mihlotim@pikitup.co.za.
16. **INCORRECT BID INFORMATION**
- 16.1. Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, Pikitup may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by Pikitup as a result of the award of the contract.
17. **ABUSE OF THE SUPPLY CHAIN MANAGEMENT SYSTEM**
- 17.1. Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by Pikitup of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.
18. **PIKITUP SCM POLICY**
- 18.1. The Tender Document, its evaluation and acceptance and any resulting contract shall also be subject to Pikitup's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised and as amended from time to time. If Pikitup adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also apply to that Contract.
19. **CONTRACT**
- 19.1. The terms of the proposed contract with Pikitup are contained in the General Conditions of Contract, the Special Conditions of Contract and any of the sections of these bidding documents in which the bidder makes an undertaking as to its performance. You must read and understand the terms before you submit your bid, as you will be bound by the Contract (as described) if your bid is successful.
20. **ADMINISTRATIVE JUSTICE**
- 20.1. In adjudicating bids, PIKITUP shall comply with the requirements of the Promotion of Administrative Justice Act 3 of 2000 and the Promotion of Access to Information Act 2 of 2000, to the extent that these Acts apply to the adjudication by a municipal entity of bids in response to a bid invitation.

21. **DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES**

- 21.1. In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005): Persons aggrieved by decisions or actions taken by Pikitup in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

22. **APPEAL PROCESS**

- 22.1. In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000, a person whose rights are affected by a decision taken by Pikitup may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of the notification of the decision.
- 22.2. Following the evaluation of tender and selection of a preferred bidder, and provided that a procurement contract has not already entered into force, any bidder may submit a complaint in writing to the chairperson of the Pikitup Board of Directors ("the Board") or the Managing Director that Pikitup has not complied with the requirements of the Pikitup Supply Chain Management Policy or the Pikitup Code of Ethics, or has in any respect acted irregularly. The Chairperson of the Board or Managing Director shall not entertain a complaint unless it was submitted within 21 calendar days of when the supplier or contractor submitting it became aware of the circumstances giving rise to the complaint or of when that supplier or contractor should have become aware of those circumstances, whichever is earlier; or entertain a complaint after the procurement contract has entered into force.
- 22.3. Unless the complaint is resolved by mutual agreement of the bidder and the Chairperson of the Board or Managing Director, the Chairperson of the Board shall, within 30 calendar days after the submission of the complaint, issue a written decision. The decision shall state the reasons for the decision, and if the complaint is upheld in whole or in part, indicate the corrective measures that are to be taken.
- 22.4. An appeal must contain the following:
- i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision.
 - iv. It must state the remedy sought; and
 - v. It must be accompanied by a copy of the notification advising the person of the decision
- 22.5. The relevant appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation
- 22.6. The decision of the Chair of the Board shall, subject to the review powers of any competent court, be final.

23. **PROTECTION OF PERSONAL INFORMATION**

- 23.1. The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of the Protection of Personal Information Act, 2013 (POPIA). For purposes of this clause, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.
- 23.2. Pikitup, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in Pikitup Privacy Notice and/or with Pikitup Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by Pikitup due diligence assurance provider, professional advisors and the Appeal Authority as applicable. Pikitup's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which Pikitup Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject is a party. All requests relating to data protection must be submitted in writing to the Pikitup General Manager: Supply Chain Management, Mhloti Maluleke at mihlotim@pikitup.co.za.

24. **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

- 24.1. Tenderers are required to be registered on the National Treasury Web-Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised and/or payments processed from the resulting contract. In the case of Joint Venture partnerships, this requirement will apply individually to each party of the Joint Venture.
- 24.2. Tenderers who wish to register on the National Treasury Web-Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.
- 24.3. It is each tenderer's responsibility to keep their tax compliance status and all other information on the National Treasury Web-Based Central Supplier Database (CSD) updated.

25. **PROVISO**

- 25.1. In evaluating bids received and adjudicating the award of this tender, Pikitup Johannesburg (SOC) Limited will, in addition to the pre-compliance and functionality criteria included in the specifications and irrespective of the capital, pricing and black economic empowerment structures of the bidder, take into account as objective criteria (1) the desirability of rotating the work amongst service providers, (2) the past bidding practices of any bidder with evidence and/or reports of combative practices including conduct reported, amongst others, in terms of the Prevention and Combatting of Corrupt Activities Act, 2004, (3) the past contractual performance of any bidder and (4) the nature and extent of disputes involving the bidder concerning past and/or current contracts. Note that because of the application of these objective criteria, the highest scoring bidder(s) will not necessarily be selected as a preferred bidder(s).
- 25.2. In line with the provisions of Supply Chain Management Policy, Pikitup reserves the right to:
- request for a bid validity extension, if necessary,
 - apply qualification criteria in terms of the PPPFA of 2000, Preferential Procurement Regulations of 2022, Pikitup SCM Policy, and/or other pertinent legislation,
 - award the bid in whole, or award the bid in parts, or not to award the bid at all,
 - award the bid to one or more bidders (s),
 - not bind itself to accept the lowest bid or any other bid in whole or in part,
 - negotiate the bid price offered, and/or any other terms and conditions of this requirement with the preferred bidder(s), before the final award of the bid.
- 25.3. Pikitup further retain the right to:
- veto or conduct due diligence on any bidder, and/or any of their sub-contractors or sub-service providers;
 - request for samples, demonstrations, site visits or further information relating to the offered goods, services or works;
 - evaluate, review, test, inspect any of the products and/or staff offered for the tender, at Pikitup's sole discretion, accept or reject such;
 - apply objective criteria.
- 25.4. As per section 2(1)(f) of the PPPFA, one or more of the following "objective criteria" may be considered for final selection of bid(s). Objective criteria may include, but are not limited to, the following objectives or goals:
- The spread of business amongst suppliers and/or rotation of contracts amongst suppliers,
 - The protection of the environment or sustainability considerations,
 - Geographical localisation of the bidder, i.e. within the City of Johannesburg, within Gauteng Province, within South Africa, etc.
 - The geographical origin of resources utilised as inputs for the execution of the proposed contract,
 - The development and/or impact on the local community,
 - Considerations of after-purchase costs, such as maintenance costs, operational costs, licence costs, or life cycle costs,
 - Variants from the original scope of requirements,
 - Financial stability and commercial status of the bidder(s),
 - The receipt of an abnormally low bid amount, provided that the bidder in question is allowed an opportunity to justify its bid.

26. **DECLARATION BY BIDDER**

- 26.1. I, the undersigned, (Name and Surname), being the duly authorised undersigned representative of the Bidder and its associates hereby grant Pikitup Johannesburg (SOC) Limited the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 for the use of the personal information relating to the Bidder (i.e. the company, its owner(s), employees and/or any associated persons' BEE credentials, demographic / ownership profile, location etc.) for the legitimate purposes relating to this bid submission, its evaluation and adjudication.
- 26.2. I FURTHER DECLARE THAT I/WE HAVE READ THE CLAUSES SET OUT ABOVE IN THIS OF THE TENDER DOCUMENTS AND ACCEPT THEIR CONTENTS, SUBJECT TO ANY DECLARATION, WE HEREBY OFFER TO CONTRACT WITH PIKITUP ON THE TERMS SET OUT IN THE BID DOCUMENTS SHOULD WE BE APPOINTED AS THE SUCCESSFUL BIDDER.

AUTHORISED SIGNATURE :

CAPACITY OF SIGNATORY :

DATE :

ADDRESS :

WITNESSES: 1

WITNESSES: 2

ANNEXURE 1.3

AUTHORITY TO SIGN BID

AUTHORITY TO SIGN THE BID

The bidder must provide a delegation of authority or board resolution confirming that the person signing the bid document is duly authorised to do so.

The bidder may opt to complete one of the relevant delegations of authority or board resolution templates in **Annexure 12.1** of this tender.

ANNEXURE 1.4

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF MUNICIPAL SCM REGULATIONS 21(d) (ii)

I, (full name) and (ID no.), hereby acknowledge that the Pikitup may reject the tender of the tenderer if any municipal rates and taxes or service charges owed by the bidder or any of its directors/shareholders/members/partners to the City of Johannesburg, or to any other municipality or municipal entity, or other service provider are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/shareholder/member/partner of said firm is in arrears on any of its municipal accounts with any municipality (or other service provider) in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is complete, true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or if the tenderer is successful, the cancellation of the contract.

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

Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director/partner/member / shareholder	Physical residential address of the director/partner/member /shareholder	Municipal account number(s) or landlord details

PLEASE NOTE:

1. Copies of municipal account statements for the bidding organisation and all directors / shareholders / partners / members, etc. to be submitted with the bid. The municipal account statement must not be older than 3 months from the date of tender closing and must not be in arrears for more than 90 days.
2. If the bidding entity or any of its directors/shareholders/partners/members, etc. is not the owner of the property but rents, leases or occupy the property, written confirmation is required from the landlord or the landlord's property agent confirming that the resident's account is not in arrears for more than 90 days and / or that the resident's account is in good standing. The landlord or the landlord's property agent correspondence must not be older than 3 months from date of tender closing.
3. Refer to the pre-compliance criteria and compulsory returnable documents for further details relating to requirements.

Signature	Position	Date

ANNEXURE 2.1

TERMS OF REFERENCE / SCOPE OF REQUIREMENTS

TERMS OF REFERENCE

THE APPOINTMENT OF MULTIPLE SERVICE PROVIDERS FOR WASTE MANAGEMENT SERVICES, WASTE COLLECTION, SPECIALISED PLANT AND EQUIPMENT FOR WASTE COLLECTION, AND ILLEGAL DUMPING MANAGEMENT ON AN AS-AND-WHEN-REQUIRED BASIS OVER 36 MONTHS

1. DEFINITIONS AND ACRONYMS

DEFINED TERMS / ACRONYM	MEANING
ACCIDENT EMERGENCY SERVICE	Means the service to be provided at the scene of any accident
AUTHORISED MEMBER	The person delegated by the bidder is authorised to sign and bind the bidder.
CONTRACT MANAGER	Means any person and/or person delegated to oversee the contract as per the Pikitup delegation of authority
BBBEE	“Broad-based black economic empowerment” as contemplated under the Broad-Based Black Economic Empowerment Act, 2003
BEE REQUIREMENTS	The requirements in respect of BBBEE and the Preferential Procurement Act
BRIEFING NOTES	Written Documentation issued by Pikitup to disseminate further instructions, program changes and information updates to the bidders concerning the tender, each to be consecutively numbered and referenced to the tender
BUSINESS DAY	Any day of the week that is not a Saturday, Sunday, or public holiday in the Republic of South Africa.
CLOSING DATE	The date specified for the submission of this tender is contained herein.
CoJ	City of Johannesburg Metropolitan Municipality
CONSTITUTION	Constitution of the Republic of South Africa Act, 1996
WASTE	Means waste generated within residential and business premises and collected through bins prescribed by Pikitup and/or plastic bin liners.
DRIVER/OPERATOR	Means a person declared to the Contractor in writing who: - is employed or contracted to operate a Vehicle (Leased or Owned); possesses the required valid driving and/or operator license or certificate; complies with the conditions of such driving license; and is not legally prohibited from operating the class of vehicle in question.
GOOD INDUSTRY PRACTICE	The standards, practices, methods and procedures conform to applicable law, and exercise that degree of skill, care, diligence, prudence, and foresight that would be reasonable and ordinarily expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances. Applying, in relation to the manner in which similar Project Deliverables are rendered.
MFMA	The Municipal Finance Management Act (Act No.56 of 2003)
LOGISTICS	Process of planning, implementing, and controlling the efficient, cost-

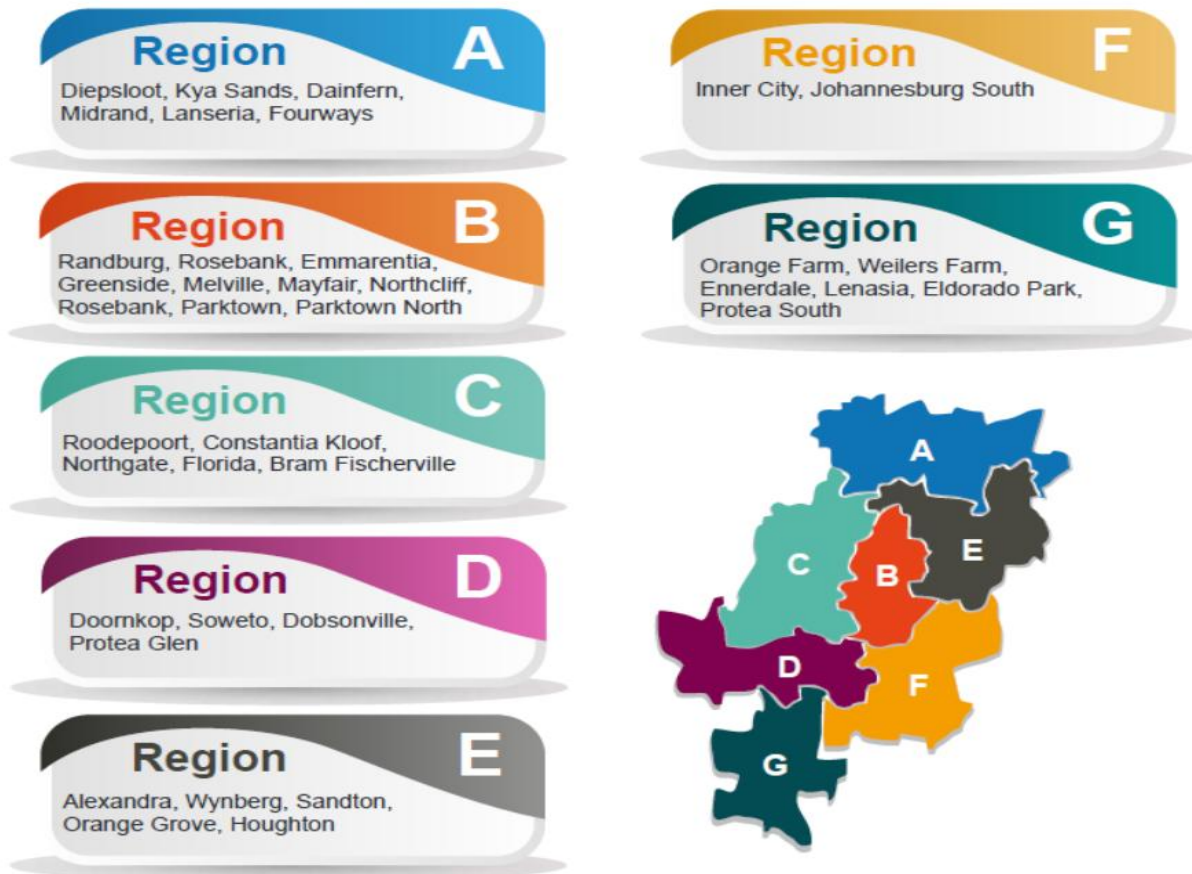
DEFINED TERMS / ACRONYM	MEANING
	effective flow and storage of goods, services, and related information from the point of origin to the point of consumption/disposal.
PIKITUP	A wholly owned entity of the City established to render waste management services on behalf of the City of Johannesburg.
PLANT AND EQUIPMENT	Means the specialised machinery owned and/or leased, operated by the service provider.
PREFERRED SERVICE PROVIDERS	The recommended bidders, if any, selected through a transparent and open tender process to enter any negotiations.
SERVICE PROVIDER	A successful bidder or potential service provider that submitted a response to this Tender
ToR	Terms of Reference
TVWH	Total Vehicle Working Hours, including plant, equipment or machinery
TWH	Total Working Hours
VAT	Value Added Tax as contemplated under the Value Added Tax Act, 1991, as amended.
SHEQ	SHEQ stands for Safety, Health, Environment, and Quality, which consists of four essential pillars that ensure businesses operate responsibly, efficiently, and in compliance with regulations. Each plays a vital role in protecting people, the planet, and organisational success.
VEHICLE	Means the specialised waste management vehicles/fleet owned and/or leased, operated by the service provider.
WET RATE	An hourly rate that will include the driver and/or operator hourly rate, inclusive of fuel, insurance, tyres, maintenance, and (cost per kilometre)

2. INTRODUCTION OF PIKITUP

- 2.1 Pikitup Johannesburg SOC Ltd (herein referred to as Pikitup), 100% owned by the City of Johannesburg and established in terms of the Companies Act on 1 November 2001, is mandated to provide waste management and refuse removal services to the residents of Johannesburg. A Board of Directors, appointed by the City of Johannesburg, is authorised to manage and direct the business and affairs of Pikitup, as set out in the Companies Act and the Memorandum of Incorporation, and subject to accountability and effective oversight by the City of Johannesburg. The City of Johannesburg utilises the Environment, Infrastructure and Services Department (EISD), led by the MMC for EISD and the Group Governance Department, to oversee the governance of the entity.
- 2.2 For Pikitup to make a meaningful impact, based on its core mandate, to contribute to resource security, environmental sustainability and good governance in the City of Johannesburg, the resources of the company must be directed towards the key strategies and priorities envisaged by the City of Johannesburg and the National Waste Management Strategy to reduce, reuse and recycle waste streams, while extracting value from the waste stream along the waste value chain.
- 2.3 The strategic focus of Pikitup is to ensure waste prevention and minimisation, and a community-driven approach to waste management. This requires the implementation of projects and approaches, innovative solutions, partnerships and stakeholder involvement. Programs are designed to create opportunities for developmental service delivery and for communities to take responsibility for the way services are delivered. This contributes to the alleviation of poverty, inequality and unemployment. There is a particular focus in the business plan to address organisational transformation to build an effective and efficient company that delivers world-class services as required from a developmental state.
- 2.4 The main purpose and objective of Pikitup is to provide waste management services on behalf of the City and to provide other municipal services as more fully set out in the Service Delivery Agreement (SDA) entered between Pikitup and the City as well as embedded in the Entity's Memorandum of Incorporation (MOI), as amended from time to time. The Service Delivery Budget Implementation plan details the various indicators and targets that need to be achieved to ensure that the goals are reached. The various sections in the business plan further detail the projects and interventions that will be implemented based on the resources that are available in the company. Pikitup is committed to continually improving its performance, and the company is confident that it will, through partnerships and stakeholder involvement, attain its vision.

3. PIKITUP BACKGROUND

3.1 Pikitup owns and operates 12 waste management depots strategically located across CoJ's seven regions, and manages 40 garden sites, four operational landfill sites and two closed landfill sites. Pikitup is the permit/license holder of Ennerdale, Robinson Deep, Goudkoppies, Marie Louise, Kya Sands and Linbro Park landfill sites within the City of Johannesburg boundaries. As the license holder of the landfill sites, the organisation is required by law to manage the sites according to relevant legislation, regulations, ordinances and by-laws.



3.2 The services provided by Pikitup in the City of Johannesburg are provided in terms of the legislative prescripts of integrated waste management and do the following in that regard:

- 3.2.1 Demographic information
- 3.2.2 Assessment of waste generation, quantities and types
- 3.2.3 Status quo of services for collection, minimisation, reuse, recovery, treatment and disposal of waste
- 3.2.4 Determination of people not receiving waste collection services
- 3.2.5 Identification of poor waste management and its negative health and environmental impacts
- 3.2.6 Establishment and implementation of targets and initiatives for waste minimisation, reuse,

recycling and recovery

- 3.2.7 Incorporation of best environmental practices
- 3.2.8 Identification of implementation measures
- 3.2.9 Planning of new facilities for the disposal and decommissioning of existing waste disposal facilities
- 3.2.10 Indication of financial resources required to implement projects

3.3 To this end, Pikitup services entail:

- 3.3.1 Informal and formal settlement waste management services
- 3.3.2 Waste minimisation through waste diversion activities related to green waste, builders' rubble and dry recyclables
- 3.3.3 Refuse collection rounds (RCR)
- 3.3.4 Street cleaning
- 3.3.5 Clearing of illegal dumping
- 3.3.6 Waste disposal
- 3.3.7 Commercial refuse collection
- 3.3.8 Education and awareness
- 3.3.9 Upgrading of waste management infrastructure
- 3.3.10 Landfill compliance and expansion management

3.4 Integrated waste management is therefore a multi-pronged approach that requires the cooperative effort of Pikitup and waste generators. Pikitup, therefore, ensures that there is a waste management service delivery system that provides a network of collection and disposal options, so that waste generators can effectively exercise their responsibilities. This includes separating waste at the source (the point of generation), and then properly recycling, storing and disposing of the different parts of the waste.

4. PURPOSE OF THIS TENDER

- 4.1 Pikitup Johannesburg (SOC) Limited plans to appoint multiple service providers, with a maximum of 40 for Category 1, 20 for Category 2, and 12 for Category 3. These providers will offer waste management services, waste collection, specialized plant and equipment for waste collection, and illegal dumping management for Pikitup Johannesburg SOC Ltd over 36 months. This service will support the resources required by the Pikitup Operations Department in fulfilling its mandate.
- 4.2 Service providers must demonstrate their capacity to carry out the assigned duties in an environmentally friendly manner while meeting Pikitup's objectives. The project will involve waste collection along with support for recycling initiatives, all integrated into the anticipated contracts.

5. SCOPE OF WORK AND DELIVERABLES

5.1 OBJECTIVE

- 5.1.1 The objective for this acquisition is to:
- 5.1.1.1 Ensure efficient, reliable, and sustainable waste collection and disposal services.
 - 5.1.1.2 Manage and clear illegal dumping and environmental health risks.
 - 5.1.1.3 Promote and support recycling, waste minimisation, and community participation.
 - 5.1.1.4 Comply with National, Provincial and Municipal legislation, Norms and Standards.

5.2 SCOPE OF WORK OVERVIEW

- 5.2.1 The project will entail, but not be limited to, the following services:
- 5.2.1.1 Refuse collection round (RCR)
 - 5.2.1.2 Commercial Waste Management other than health care waste
 - 5.2.1.3 Lane flushing utilising high-pressure water hoses
 - 5.2.1.4 Street cleaning
 - 5.2.1.5 Waste minimisation and Separation @ Source
 - 5.2.1.6 Clearing of illegal dumping
 - 5.2.1.7 Bulky waste (per schedule)
 - 5.2.1.8 Removal of Animal carcass
 - 5.2.1.9 Provision of Waste Cleaning Equipment / Tools
 - 5.2.1.10 Operational Staff
 - 5.2.1.11 Monitoring and Reporting

5.2.2 Types of Waste to Be Collected

- 5.2.2.1 Domestic (household) waste
- 5.2.2.2 Clearing green waste from Garden Sites
- 5.2.2.3 Bulky waste (Scheduled)
- 5.2.2.4 Recyclables (paper, plastic, glass, metal)

- 5.2.2.5 Illegal dumping
- 5.2.2.6 Dead animals (where applicable)
- 5.2.2.7 Commercial Waste Collection (Hotels and restaurants, catering services), kitchens and butcheries are classified as putrescible (or wet) waste other than health care.

5.2.3 Waste management and services will be rendered in all municipal areas, including:

- 5.2.3.1 Residential zones (formal and informal settlements)
- 5.2.3.2 Business and commercial areas
- 5.2.3.3 Public facilities (clinics, parks, libraries, institutions, etc.)
- 5.2.3.4 Garden and illegal dumping sites
- 5.2.3.5 Outlying or rural areas (if applicable)

5.3 REFUSE COLLECTION ROUNDS (RCR) AND DISPOSAL SERVICES

5.3.1 Waste management and services will be rendered in all municipal areas, including:

- 5.3.1.1 Residential zones (formal and informal settlements)
- 5.3.1.2 Business and commercial areas
- 5.3.1.3 Public facilities (clinics, parks, libraries, institutions, etc.)
- 5.3.1.4 Garden and illegal dumping sites
- 5.3.1.5 Outlying or rural areas (if applicable)

5.3.2 The successful bidders will provide the following Refuse Collection Round (RCR) service:

- 5.3.2.1 Provide and operate their vehicle, plant and equipment fitted with Global Positioning System (GPS) and the required personnel (driver and crew) for collection purposes on waste collection, as and when required.
- 5.3.2.2 Provide Refuse Collection Round (RCR) from households in assigned areas across all seven regions of Johannesburg and dispose of at a licensed landfill/disposal site determined by the Pikitup Depot Management.
- 5.3.2.3 Provide waste collection in assigned areas across all seven regions of Johannesburg and dispose of it at a licensed landfill/disposal site determined by the Pikitup Depot Management.
- 5.3.2.4 Ensure that all areas are kept clean at every collection point with no visible litter or spillage.
- 5.3.2.5 Any damage to the bin during service will be charged as the replacement fee from the service provider to compensate the resident whose bin has been destroyed, as determined by the municipality.
- 5.3.2.6 Spillages of waste during transportation will not be allowed; the transport mode must be covered to avoid waste being blown away by wind. Failure to comply will result in penalties.
- 5.3.2.7 The removal of dead animal carcasses is part of the service to be rendered by the service provider.
- 5.3.2.8 The service provider shall dispose of all the collected waste at an allocated waste disposal facility.

5.3.3 Equipment required

- 5.3.3.1 The successful bidder must provide a (6 X 4) 19 - 21 CUBE REL COMPACTOR WITH

HIGH BIN LIFTERS REL Waste Compactor (Category 1) with dual high bin lifters.

- 5.3.3.2 The successful bidder must have the capacity to make provision of additional compactor trucks as and when required to cater for the breakdown.
- 5.3.3.3 Fuel and other vehicle-associated costs will be for the bidder's account. Provisions must be made in the event of the mechanical failure of vehicles. Pikitup will not be held responsible for any fleet breakdowns.
- 5.3.3.4 Should it be found that any vehicle is not capable or unsatisfactorily performing its duties, including meeting all occupational health and safety requirements and roadworthy conditions, PIKITUP shall expect replacement within 2 – 8 hours.
- 5.3.3.5 The required fleet must not be older than 5 years on the day of inception of this contract.
- 5.3.3.6 On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter, as required by road traffic regulations.
- 5.3.3.7 All vehicles shall have a valid waste transporter's license/permit upon commencement of the contract.
- 5.3.3.8 All vehicles and plant must be fitted with a working Vehicle Management Telematics System (VMTS) to assist with vehicle historical and current movement to perform waste management services to Pikitup. If movement reports are required, they should be made available to Pikitup.
- 5.3.3.9 Pikitup may apply Pikitup/CoJ vinyl branding on each of the required fleet, plant and equipment resources as and when required.

5.4 COMMERCIAL WASTE SERVICES

5.4.1 The successful service providers will provide the following commercial waste services:

- 5.4.1.1 Provide and operate their vehicle, plant and equipment fitted with Global Positioning System (GPS) and the required personnel (driver and crew) for collection purposes on waste collection, as and when required.
- 5.4.1.2 Provide Commercial Waste Collection from Industrial and Commercial customers as well as Daily services from restaurants, shops, small businesses, etc. in all areas across all seven regions of Johannesburg and disposed of at a licensed landfill/disposal site determined by the Pikitup Depot Management.
- 5.4.1.3 Ensure that all areas are kept clean at every collection point with no visible litter or spillage.
- 5.4.1.4 Any damage to the bin during service will be charged as the replacement fee from the service provider to compensate the resident whose bin has been destroyed, as determined by the municipality.
- 5.4.1.5 Spillages of waste during transportation will not be allowed; the transport mode must be covered to avoid waste being blown away by wind. Failure to comply will result in penalties.
- 5.4.1.6 The service provider shall dispose of all the collected waste at an allocated waste disposal facility.

5.4.2 Equipment required

- 5.4.2.1 The successful bidder must provide REL Waste Compactors with dual high bin lifters, top reeve winch, Skip Loaders, Roll on Roll off (RoRo) Trucks, Front End Loader (FEL) Compactors (Category 1) to perform this activity.

- 5.4.2.2 The successful bidder must have the capacity to make provisions to replace any of the above-listed fleet units during the breakdown.
- 5.4.2.3 Fuel and other vehicle-associated costs will be for the bidder's account. Provisions must be made in the event of the mechanical failure of vehicles. Pikitup will not be held responsible for any fleet breakdowns.
- 5.4.2.4 Should it be found that any vehicle is not capable or unsatisfactorily performing its duties, including meeting all occupational health and safety requirements and roadworthy conditions, PIKITUP shall expect replacement within 2 – 8 hours
- 5.4.2.5 On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter, as required by road traffic regulations.
- 5.4.2.6 All vehicles shall have a valid waste transporter's license/permit upon commencement of the contract.
- 5.4.2.7 All vehicles and plant must be fitted with a working Vehicle Management Telematics System (VMTS) to assist with vehicle historical and current movement to perform waste management services to Pikitup. If movement reports are required, they should be made available to Pikitup.

5.5 LANE FLUSHING AND STREET SWEEPING

- 5.5.1 The successful bidders will provide the following for Lane Flushing and Street Sweeping:
 - 5.5.1.1 Provide and operate their vehicle, plant and equipment fitted with Global Positioning System (GPS) and the required personnel (driver and crew) for collection purposes on waste collection, as and when required.
 - 5.5.1.2 Provide lane and sidewalk/pavement cleaning/washing through high-pressure water machines fitted to a water tanker as listed in Category 1 in all areas across all seven regions of Johannesburg.
 - 5.5.1.3 Provide a mobile sweeper to clean the side of roads and curbs in and around CBDs.
 - 5.5.1.4 Ensure that all areas are kept clean at every collection point with no visible litter or spillage.
 - 5.5.1.5 Any damage to the infrastructure and/or parked vehicles/assets will be charged accordingly to be repaired or replaced by the service provider to compensate the owner whose infrastructure or asset has been destroyed as determined by the municipality.
 - 5.5.1.6 Spillages of waste during transportation will not be allowed; the transport mode must be covered to avoid waste being blown away by wind. Failure to comply will result in penalties.
 - 5.5.1.7 The service provider shall dispose of all the collected waste at an allocated waste disposal facility.
- 5.5.2 Equipment required
 - 5.5.2.1 The successful bidder must provide a 10,000 LITER WATER TANKER TRUCK fitted with a water high-pressure machine, (4 X 2) DRIVEN MOBILE SWEEPER to perform this activity.
 - 5.5.2.2 The successful bidder must have the capacity to make provisions to replace any of the above-listed fleet units during the breakdown.
 - 5.5.2.3 Fuel and other vehicle-associated costs will be for the bidder's account. Provisions must be made in the event of the mechanical failure of vehicles. Pikitup will not be held responsible for any fleet breakdowns.

- 5.5.2.4 Should it be found that any vehicle is not capable or unsatisfactorily performing its duties, including meeting all occupational health and safety requirements and roadworthy conditions, PIKITUP shall expect replacement within 2 – 8 hours
- 5.5.2.5 On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter, as required by road traffic regulations.
- 5.5.2.6 All vehicles shall have a valid waste transporter's license/permit upon commencement of the contract.
- 5.5.2.7 All vehicles and plant must be fitted with a working Vehicle Management Telematics System (VMTS) to assist with vehicle historical and current movement to perform waste management services to Pikitup. If movement reports are required, they should be made available to Pikitup.

5.6 STREET CLEANING

5.6.1 The successful bidders will provide the following for Street Cleaning:

- 5.6.1.1 Provide and operate their vehicle, plant and equipment fitted with Global Positioning System (GPS) and the required personnel (driver and crew) for collection purposes on waste collection, as and when required.
- 5.6.1.2 The street sweeper staged filled bags and then gets collected by (6 X 4) 19 - 21 CUBE REL COMPACTOR WITH WINCH CABLE, (4 X 2) 9 - 12 CUBE REL COMPACTOR WITH LOW/HIGH BINLIFTERS and (4 X 2) 6 to 8 TON CLOSED MESH CAGE BODY to remove all bags and minor illegal dumping. This collected waste is being disposed of at the nearest disposal (landfill site) facility.
- 5.6.1.3 Provide a mobile sweeper to clean the sides of roads and curbs in and around CBDs.
- 5.6.1.4 Ensure that all areas are kept clean at every collection point with no visible litter or spillage.
- 5.6.1.5 Any damage to the infrastructure and/or parked vehicles/assets will be charged accordingly to be repaired or replaced by the service provider to compensate the owner whose infrastructure or asset has been destroyed as determined by the municipality.
- 5.6.1.6 Spillages of waste during transportation will not be allowed; the transport mode must be covered to avoid waste being blown away by wind. Failure to comply will result in penalties.
- 5.6.1.7 The service provider shall dispose of all the collected waste at an allocated waste disposal facility.

5.6.2 Equipment required

- 5.6.2.1 The successful bidder must provide a (4 X 2) 6 to 8 TON CLOSED MESH CAGE BODY and (6 X 4) 19 - 21 CUBE REL COMPACTOR WITH WINCH CABLE to perform this activity.
- 5.6.2.2 The successful bidder must have the capacity to make provisions to replace any of the above-listed fleet units during the breakdown.
- 5.6.2.3 Fuel and other vehicle-associated costs will be for the bidder's account. Provisions must be made in the event of the mechanical failure of vehicles. Pikitup will not be held responsible for any fleet breakdowns.
- 5.6.2.4 Should it be found that any vehicle is not capable or unsatisfactorily performing its duties, including meeting all occupational health and safety requirements and roadworthy

conditions, PIKITUP shall expect replacement within 2 – 8 hours

- 5.6.2.5 On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter, as required by road traffic regulations.
- 5.6.2.6 All vehicles shall have a valid waste transporter's license/permit upon commencement of the contract.
- 5.6.2.7 All vehicles and plant must be fitted with a working Vehicle Management Telematics System (VMTS) to assist with vehicle historical and current movement to perform waste management services to Pikitup. If movement reports are required, they should be made available to Pikitup.

5.7 SEPARATION @ SOURCE

5.7.1 The successful bidders will provide the following for Separation at Source (S@S):

- 5.7.1.1 Provide and operate their vehicle, plant and equipment fitted with Global Positioning System (GPS) and the required personnel (driver and crew) for collection purposes on waste collection, as and when required.
- 5.7.1.2 The recyclable materials are being collected from designated participants and transported with (4 X 2) 6 to 8 TON CLOSED MESH CAGE BODY and dropped at various buy-back centres.
- 5.7.1.3 Ensure that all areas are kept clean at every collection point with no visible litter or spillage.
- 5.7.1.4 Spillages of waste during transportation will not be allowed; the transport mode must be covered to avoid waste being blown away by wind. Failure to comply will result in penalties.
- 5.7.1.5 The service provider shall dispose of all the collected waste at an allocated waste disposal facility.

5.7.2 Equipment required

- 5.7.2.1 The successful bidder must provide a (4 X 2) 6 to 8 TON-CLOSED MESH CAGE BODY to perform this activity.
- 5.7.2.2 The successful bidder must have the capacity to make provisions to replace any of the above-listed fleet units during the breakdown.
- 5.7.2.3 Fuel and other vehicle-associated costs will be for the bidder's account. Provisions must be made in the event of the mechanical failure of vehicles. Pikitup will not be held responsible for any fleet breakdowns.
- 5.7.2.4 Should it be found that any vehicle is not capable or unsatisfactorily performing its duties, including meeting all occupational health and safety requirements and roadworthy conditions, PIKITUP shall expect replacement within 2 – 8 hours
- 5.7.2.5 On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter, as required by road traffic regulations.
- 5.7.2.6 All vehicles shall have a valid waste transporter's license/permit upon commencement of the contract.
- 5.7.2.7 All vehicles and plant must be fitted with a working Vehicle Management Telematics System (VMTS) to assist with vehicle historical and current movement to perform waste management services to Pikitup. If movement reports are required, they should be made available to Pikitup.

5.8 ILLEGAL DUMPING ACTIVITY

5.8.1 The successful bidders will provide the following for Illegal Dumping Activity:

- 5.8.1.1 Provide and operate their vehicle, plant and equipment fitted with Global Positioning System (GPS) and the required personnel (driver and crew) for collection purposes on waste collection, as and when required.
- 5.8.1.2 Illegal Dumping areas/spots will be cleared with various fleet and plant equipment, which is listed in Category 2. This collected waste is being disposed of at the nearest disposal (landfill site) facility.
- 5.8.1.3 Ensure that all areas are kept clean at every collection point with no visible litter or spillage.
- 5.8.1.4 Any damage to the infrastructure and/or parked vehicles/assets will be charged accordingly to be repaired or replaced by the service provider to compensate the owner whose infrastructure or asset has been destroyed as determined by the municipality.
- 5.8.1.5 Spillages of waste during transportation will not be allowed; the transport mode must be covered to avoid waste being blown away by wind. Failure to comply will result in penalties.
- 5.8.1.6 The service provider shall dispose of all the collected waste at an allocated waste disposal facility.

5.8.2 Equipment required

- 5.8.2.1 The successful bidder must provide a Front-end Loader (FEL), TLB, Bobcat / Skidsteer and Tipper Truck will perform this activity.
- 5.8.2.2 The successful bidder must have the capacity to make provisions to replace any of the above-listed fleet units during the breakdown.
- 5.8.2.3 Fuel and other vehicle-associated costs will be for the bidder's account. Provisions must be made in the event of the mechanical failure of vehicles. Pikitup will not be held responsible for any fleet breakdowns.
- 5.8.2.4 Should it be found that any vehicle is not capable or unsatisfactorily performing its duties, including meeting all occupational health and safety requirements and roadworthy conditions, PIKITUP shall expect replacement within 2 – 8 hours
- 5.8.2.5 On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter, as required by road traffic regulations.
- 5.8.2.6 All vehicles shall have a valid waste transporter's license/permit upon commencement of the contract.
- 5.8.2.7 All vehicles and plant must be fitted with a working Vehicle Management Telematics System (VMTS) to assist with vehicle historical and current movement to perform waste management services to Pikitup. If movement reports are required, they should be made available to Pikitup.

5.9 GARDEN SITE SERVICES

5.9.1 The successful bidders will provide the following for Garden Site Services:

- 5.9.1.1 Provide and operate their vehicle, plant and equipment fitted with Global Positioning System (GPS) and the required personnel (driver and crew) for collection purposes on

waste collection, as and when required.

- 5.9.1.2 Garden Sites will be serviced with various waste trucks such as (6 X 4) 19 - 21 CUBE REL COMPACTOR WITH WINCH CABLE, (6 X 4) SKIP LIFT – ON, (6 X 4) 30 CUBE CONTAINER RORO, GREEN WASTE SHREDDER AND WOOD/BRANCH CHIPPER, listed in Categories 1 and 2. This collected waste is being disposed of at the nearest disposal (landfill site) facility.
- 5.9.1.3 Some Garden Sites will require the Green Waste Shredders, FEL and TLB to assist with the shredding of the green waste of which will be transported to compost service providers.
- 5.9.1.4 Ensure that all areas are kept clean at every collection point with no visible litter or spillage.
- 5.9.1.5 Any damage to the infrastructure and/or parked vehicles/assets will be charged accordingly to be repaired or replaced by the service provider to compensate the owner whose infrastructure or asset has been destroyed as determined by the municipality.
- 5.9.1.6 Spillages of waste during transportation will not be allowed; the transport mode must be covered to avoid waste being blown away by wind. Failure to comply will result in penalties.
- 5.9.1.7 The service provider shall dispose of all the collected waste at an allocated waste disposal facility.

5.9.2 Equipment required

- 5.9.2.1 The successful bidder must provide a Front-end Loader (FEL), TLB, Green Waste Shredder, Roll-on-Roll-off (RoRo) Trucks, (6 X 4) 19 - 21 CUBE REL COMPACTOR WITH WINCH CABLE, GREEN WASTE SHREDDER, AND WOOD/BRANCH CHIPPER will perform this activity.
- 5.9.2.2 The successful bidder must have the capacity to make provisions to replace any of the above-listed fleet units during the breakdown.
- 5.9.2.3 Fuel and other vehicle-associated costs will be for the bidder's account. Provisions must be made in the event of the mechanical failure of vehicles. Pikitup will not be held responsible for any fleet breakdowns.
- 5.9.2.4 Should it be found that any vehicle is not capable or unsatisfactorily performing its duties, including meeting all occupational health and safety requirements and roadworthy conditions, PIKITUP shall expect replacement within 2 – 8 hours
- 5.9.2.5 On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter, as required by road traffic regulations.
- 5.9.2.6 All vehicles shall have a valid waste transporter's license/permit upon commencement of the contract.
- 5.9.2.7 All vehicles and plant must be fitted with a working Vehicle Management Telematics System (VMTS) to assist with vehicle historical and current movement to perform waste management services to Pikitup. If movement reports are required, they should be made available to Pikitup.

5.10 INVOICING INFORMATION

- 5.10.1 Successful service providers would be required to provide the following invoicing information:
 - 5.10.1.1 The invoice information will be per Category of units supplied and total hours worked. If any labour is required by Pikitup, it will be invoiced on a separate line item under the same

category on the same invoice.

- 5.10.1.2 The TWH shall be expressed in actual hours and minutes worked per shift (includes weekends and public holidays) and;
- 5.10.1.3 Capturing and recording the availability information for each vehicle, plant and equipment into its management information system, including the TVWH of each vehicle, plant and equipment to monitor the achievement of availability and to report such availability accurately to depot management.
- 5.10.1.4 Successful bidders to ensure that the availability of vehicle, plant and equipment is at the required level of 90% per month

5.11 OCCUPATIONAL HEALTH AND SAFETY

- 5.11.1 Successful service providers shall ensure that:
 - All appointed employees are supplied with the required PPE to perform their duties.
 - Compliance with all SHEQ and related legislation requirements.
 - Sign the mandatory Pikitup SHEQ agreement upon acceptance of the appointment and before providing services to Pikitup.
- 5.11.2 The successful service provider shall compile the Occupational Health and Safety file relating to all relevant safety issues.
- 5.11.3 Any changes affecting the OHS Legislation, Policies and Practices need to be adapted within the work environment.
- 5.11.4 The safety file shall be made available to Pikitup officials upon request, and Pikitup officials shall be immediately informed of any non-compliance matters. If corrective measures are not implemented, the service provider will be given notice of termination of this contract immediately.

5.12 REGISTERING EMPLOYEES AND COMPLIANCE WITH LABOUR LAWS

- 5.12.1 All requirements about the appointment of employees in the waste management field should be complied with, as well as other comprehensive Employment Equity, COIDA and Labour laws.
- 5.12.2 The successful service provider or his/ her employees are not bound by PIKITUP's conditions of service, and the contract must under no circumstances be interpreted as an employment contract by PIKITUP.
- 5.12.3 The successful service provider will not hold PIKITUP responsible for any injuries to him/ herself or his/ her employees during the contract period.
- 5.12.4 The successful service provider will act as employer and must therefore comply with all labour safety and any other applicable legislation.
- 5.12.5 Only drivers with a valid legal driver's license and PDrP for the particular class of vehicle will be recognised to drive or operate such vehicle.

5.13 INSURANCE AND INDEMNIFICATION

- 5.13.1 The bidders must take note that:
 - 5.13.1.1 The risk of ownership and insurance remains with the successful service provider.

- 5.13.1.2 Any vehicle, plant and equipment parked or stored at any Pikitup site will be at the risk of the service provider.
- 5.13.1.3 The bidders would be required to confirm valid insurance covering possible 3rd party or public liability claims of at least R10 million per annum. The bidder needs to provide proof with their bid response.

5.14 KEY RESOURCES REQUIRED

5.14.1 The bidder must have an Operational Supervisor or Project Manager who should:

- 5.14.1.1 Manage and be responsible for the day-to-day operational oversight of waste management services, ensuring compliance with contractual obligations, safety standards, and performance targets.
- 5.14.1.2 Have a minimum of three years of supervisory (or project management) experience within waste management services.
- 5.14.1.3 Have a minimum 3 year qualification required (i.e. Diploma NQF 6) in Operations, or Project, or Waste Management.
- 5.14.1.4 Proven track record of previous experience (e.g. in managing teams, resources, and operational schedules) in providing waste management services, experience in enforcing compliance with safety and operational standards, and experience in liaising with clients, contractors, and stakeholders.
- 5.14.1.5 Preferably have strong leadership and people management skills; ability to plan, prioritise, and execute operational tasks efficiently; knowledge of applicable legislation, regulations, and standards (e.g., OHS Act, MFMA if applicable); problem-solving and conflict resolution abilities; and strong written and verbal communication skills.
- 5.14.1.6 Preferably have a valid driver's licence to execute duties, and Occupational Health & Safety (OHS) training or certification will be advantageous.

5.14.2 The bidder must have a health & safety officer who should:

- 5.14.2.1 Have industry-specific compliance knowledge and previous experience delivering similar services to government or private-sector clients.
- 5.14.2.2 Have at least Health & Safety Certification Level Qualification (NQF 6), for example, SAMTRAC or equivalent.
- 5.14.2.3 Have a minimum of two years of experience as a Health and Safety Officer.

5.14.3 The Health and Safety Officer must, among others, perform the following duties

- 5.14.3.1 Conducting risk assessments, inspections, and incident investigations to ensure compliance with relevant legislation and standards by providing management reports and SHEQ guidance.
- 5.14.3.2 Develop a safety plan/file that needs to be submitted to SHE department for approval before commencement of the Contract
- 5.14.3.3 Ensure that employees are properly trained
- 5.14.3.4 Ensure that employees conduct daily vehicle inspections and keep records thereof
- 5.14.3.5 Ensure that drivers and/or operators have a valid driver's licence and PDP
- 5.14.3.6 Ensure that the Company is in good standing with the Compensation Commissioner

- 5.14.3.7 Ensure that the truck is fitted with safety requirements that are always in good working order e.g. Fire extinguisher, reverse alarm, side bar etc.
- 5.14.3.8 Investigate fleet incidents/ accidents and submit report to PIU SHE department
- 5.14.3.9 Submit monthly fleet inspection report to the PIU SHE department
- 5.14.3.10 Ensure that all findings are actioned and submit proof thereof
- 5.14.3.11 Attend monthly SHE meetings

ANNEXURE 2.2

TENDER EVALUATION CRITERIA

TENDER EVALUATION CRITERIA

THE APPOINTMENT OF MULTIPLE SERVICE PROVIDERS FOR WASTE MANAGEMENT SERVICES, WASTE COLLECTION, SPECIALISED PLANT AND EQUIPMENT FOR WASTE COLLECTION, AND ILLEGAL DUMPING MANAGEMENT ON AN AS-AND-WHEN-REQUIRED BASIS OVER 36 MONTHS

1. BID EVALUATION, RECOMMENDATION AND AWARD PROCESS

- 1.1. The Pikitup Managing Director will appoint a Bid Evaluation Committee to evaluate bid responses and make a recommendation based on the evaluation outcome. The appointed Bid Evaluation Committee (BEC) will evaluate the bid response, list of compulsory returnable documents, and other returnable documents, concerning the evaluation criteria specified in the tender.
- 1.2. The bid evaluation criteria set out in this tender document shall be applicable and may not be altered during the evaluation process. The Bid Evaluation Committee will evaluate the bids per the predetermined evaluation criteria and make recommendations to the Bid Adjudication Committee and/or the Accounting Officer for consideration.
- 1.3. The responsive bids received at tender closing will be evaluated in terms of pre-compliance evaluation criteria that are mandatory requirements. Qualifying bidders will then be evaluated on functionality criteria. Only bidders that meet the minimum functionality threshold will qualify to be evaluated on the applicable price and preference point system.
- 1.4. The pre-compliance evaluation criteria are a mandatory requirement that must be complied with to qualify for further evaluation.
- 1.5. The assessment of functionality evaluation criteria shall be done in terms of the evaluation criteria and the minimum threshold stipulated in the bid document. Bidders who do not meet the minimum functionality threshold will not qualify for further evaluation. Only those bidders that meet the minimum functionality evaluation threshold score shall be considered for the subsequent stages of the evaluation process.
- 1.6. The tender will be evaluated on the 90/10 preference point system. Preference points will be scored according to points claimed for specific goals as specified in the MBD 6.1. document
- 1.7. In addition to the price and preference evaluation, objective criteria may apply if specified in the tender document.
- 1.8. The Bid Adjudication Committee will review the Bid Evaluation Committee recommendation, and depending on the value of the anticipated award, nature of the process and delegation of

authority, either make a resolution or make a further recommendation to the Accounting Officer for consideration to make a final resolution.

2. NON-COMPULSORY INFORMATION SESSION

- 2.1. Bidders are requested to attend a virtual Non-Compulsory Information session. Attendance of the information session is not compulsory; however, it is strongly recommended to attend the information session. Failure to attend the information session or complete the attendance register will not lead to the bidder being disqualified from further evaluation. Details of the information session are specified on the cover page of the tender document.

Date: 5 September 2025

Time: 11:00 am

Venue: Virtual MS Teams meeting

3. PRE- COMPLIANCE EVALUATION

The Bid Evaluation Committee (BEC) will evaluate bids on the pre-compliance evaluation criteria, including mandatory requirements, by assessing, amongst others, the list of compulsory returnable documents.

3.1 Compulsory Returnable Documents

- 3.1.1 Bidders are required to comply with all the pre-compliance evaluation criteria to qualify for further evaluation. The below stated pre-compliance evaluation criteria will apply, and the following compulsory returnable documents are required, amongst others, for compliance and evaluation purposes.
- 3.1.2 Bidders may be eliminated for not complying with pre-compliance evaluation criteria and/or not submitting compulsory returnable documents as stated below. Only bidders that comply with all the pre-compliance criteria will qualify for further evaluation.

Table 1: Pre-compliance evaluation criteria and compulsory returnable documentation

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>a) CSD registration and Tax Compliant Status</p> <p>The bidder is required to register on the National Treasury's Central Supplier Database (CSD) and include in the bid the Master Registration Number and /or tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status at evaluation and/or award.</p> <p>a1) The bidder must be registered on the National Treasury Central Supplier Database (CSD).</p> <ul style="list-style-type: none"> The bidder must provide Master Registration Number and indicate the bidding company's CSD registration number (i.e., MAAA...) on the MBD 1 form. <p>a2) The bidder must be tax compliant on the date of tender closing.</p> <ul style="list-style-type: none"> The bidder must provide a copy of the bidding company's Central Supplier Database (CSD) registration with an overall tax status that specifies "<u>tax compliant</u>" and/or provide a tax compliance status PIN. <p>Important notes:</p> <ul style="list-style-type: none"> The bidder must ensure compliance with their tax obligations. The bidder's tax compliance status will be confirmed during evaluation and again before the final recommendation and/or award. The bidder's CSD registration must be in the same legal business name as the bidding organisation, and the CSD registration must be active and valid on the date of tender closing. The CSD registration and/or tax compliance status PIN will be used to verify the bidder's current tax compliance status. In a bid where consortia / joint ventures / partners are involved, each party must submit a separate CSD registration number, and each party must provide evidence of meeting its respective compliance with tax obligations. and/or provide a tax compliance status PIN. 	
<p>b) Confirmation that the bidding organisation's and all the bidding organisation's directors' account/s for municipal rates and taxes or municipal charges (the Municipality, Landlord, Body Corporates, Property Agent, etc.) are not in arrears for more than three months.</p> <p>b1) The bidder must provide documented proof that the <u>bidding organisation's</u> account for municipal rates and taxes or municipal charges (from the Municipality,</p>	

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>Landlord, Body Corporates, Property Agent, etc.) is not in arrears for more than 90 days and/or in good standing:</p> <ul style="list-style-type: none"> • If the property where the <u>bidding organisation</u> is conducting business is owned by the <u>bidding organisation</u>, an original or copy of the recent Municipal Account Statement of the bidding organisation confirming that the account is not in arrears for more than ninety (90) days. The municipal account statement must reflect the bidding organisation name as the account holder and/or the physical address as stated on the CIPC or CSD and should not be older than 3 months as of the tender closing date; or • If the property where the <u>bidding organisation</u> is conducting business is leased or the <u>bidding organisation</u> is a tenant on the property; - a letter of good standing or tenant account statement or sworn affidavit from the landlord or the landlord's appointed property agent are required, confirming that the bidding organisation has no disputed account and/or that the account is not in arrears for more than ninety (90) days. The landlord letter of good standing, or tenant account statement, or landlord sworn affidavit must reflect the bidding organisation name. Where the physical address differs from the address indicated on the bidding organisation registration document (CIPC) or CSD, the aforementioned landlord confirmation must be accompanied by a signed lease agreement, or • If the property where the <u>bidding organisation</u> is conducting business is not owned or leased by the <u>bidding organisation</u>, and special arrangements are in place for the bidding organisation to operate from the landlord's premises (for example: operating from premises owned by a trust, operating from residence of a friend or family member, operating from premises free of charge, etc);- an affidavit from the landlord or the landlord agent or the account holder is required, stating the nature of the arrangement with the bidding organisation and must confirm that the bidding organisation has no disputed account and/or that the account is not in arrears for more than ninety (90) days. • If the <u>bidding organisation</u> is conducting business from the <u>owner/member/director/major shareholder</u> premises, the company registration document (CIPC) and/or the CSD registration must indicate the same physical address for both the bidding organisation and the owner/member/director/major shareholder. The supporting documents, for example, the municipal account statement of the owner/member/director / 	

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>major shareholder reflecting the physical address as stated on the CIPC or CSD, would be used for both the bidding organisation and the relevant owner/member/director/major shareholder.</p>	
<p>b2) In addition to the above, the bidder must provide documented proof confirming that <u>all the bidding organisation's owners/members/directors/major shareholders'</u> account/s for municipal rates and taxes or municipal charges (or from another service provider) are not in arrears for more than 90 days and/or in good standing.</p> <ul style="list-style-type: none"> • If an <u>owner/member/director/major shareholder of the bidding organisation</u> is not residing within South Africa, an affidavit is required from the <u>owner/member/director/major shareholder</u> confirming the aforesaid, or • If the property is owned by the <u>owner/member/director/major shareholder of the bidding organisation</u>, an original or copy of the Municipal Account Statement of the <u>owner/member/director/major shareholder</u> confirming that the account is not in arrears for more than ninety (90) days, or • If the property is leased by the <u>owner/member/director/major shareholder of the bidding organisation</u>; - a letter of good standing or tenant account statement or sworn affidavit from landlord or the landlord's appointed property agent are required, confirming that the <u>owner/member/director/major shareholder</u> has no disputed account and/or that the account is not in arrears for more than ninety (90) days. The landlord letter of good standing or landlord account statement, or landlord affidavit must reflect the relevant <u>owner/member/director/major shareholder</u> name and physical address. Where the physical address differs from the address indicated on the company registration document (CIPC), the aforementioned landlord confirmation must be accompanied by a signed lease agreement, or • If the property is not owned or leased, and special arrangements are in place for the bidding organisation <u>owner/member/director/major shareholder</u> to reside at the landlord's premises (for example: residing on premises owned by a trust, residing with wife, husband, partner, family member, friend, etc);- an affidavit from landlord or the landlord agent or the account holder is required, stating the nature of the residence arrangement for the bidding company's <u>owner/member/director/major shareholder</u> and must confirm that the bidding company's <u>owner/member/director/major shareholder</u> has no disputed account and/or that the account is not in arrears for more than ninety (90) days and/or residing free of charge. 	

<p>Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the documentation below is compulsory.</p>	<p>Checklist - Documents Submitted (YES or NO)</p>
<ul style="list-style-type: none"> If the bidding organisation's <u>owner/member/director/major shareholder bidding organisation</u> is residing on the premises owned by the bidding organisation, the company registration document (CIPC) and/or the CSD registration must indicate the same physical address for both the bidding organisation and the owner/member/director/major shareholder. The supporting documents, for example, the municipal account statement of the bidding organisation reflecting the physical address as stated on the CIPC or CSD, would be used for both the bidding organisation and the relevant owner/member/director / major shareholder. <p>Important notes relating to b1 and b2:</p> <ul style="list-style-type: none"> - The above correspondence may not be older than 3 months from the date of tender closing. - The bidding organisation and its owner/member/director/major shareholders' details will be verified through the CIPC registration and/or CSD report. - The "landlord's letter" is a document that originates from the landlord or the landlord's property agent confirming that the tenant is in good standing or not in arrears for more than 90 days. The landlord's letter must be dated and signed by the landlord. (Refer to the "Templates" section of the tender for an example of a landlord letter.) - The "landlord affidavit" is a document that originates from the landlord or the landlord's property agent confirming that the tenant is in good standing or not in arrears for more than 90 days. The affidavit from the landlord must be signed by the landlord or the landlord's property agent, and must also be stamped, signed and dated by a commissioner of oath. - The "tenant account statement" is a document that originates from the landlord or the landlord's property agent addressed to the tenant, confirming that the tenant's account is in good standing or not in arrears for more than 90 days. The tenant account statement required is not the municipal account statement, of that of the landlord. The "tenant account statement" must be addressed to the tenant and must be on the landlord's or the landlord's property agent's letterhead and dated. 	
<p>c) Duly signed and completed declaration forms MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 8 and MBD 9.</p> <p>Important notes:</p> <ul style="list-style-type: none"> - All MBD forms, declarations or documents must be fully completed, 	

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>signed, dated, and all questions must be answered.</p> <ul style="list-style-type: none"> - Questions or sections in the MBD forms must not be left open or blank. Where a question or section does not apply, the bidder must indicate “not applicable” for the particular question or section. - Part B3 of the MBD 1 form only have apply for bidders outside SA. - The Municipal Bidding Document (MBD 4) require bidders to submit the names of their directors / trustees / shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions - The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the bidding company as indicated on the CIPC and/or CSD document, an official letter of authorisation or delegation of authority should be submitted with the bid document confirming that the person or official has the delegated authority to sign the tender documents. - The bidder is required to complete Preference claims form (MBD 6.1) and provide the supporting documents as specified for claiming preference points. If the MBD 6.1 form is incomplete, the bidder may not be eligible to qualify for preference claims. - The tender document and related documents (i.e., MBD forms, schedules, forms, etc) must be completed in black or dark blue ink. Correction fluid, pencil, or other coloured ink may not be used. 	
<p>d) The bidder must provide Audited Annual Financial Statements for the most recent consecutive 3 (three) financial years or audited annual financial statements from the date of existence for a bidding company that is operational for less than three financial years.</p> <p>Or</p> <p>Where the bidder is not obliged by law to prepare Audited Annual Financial Statements, the bidder must submit their Public Interest Score (PIS) declaration to determine if the Annual Financial Statement must the independently reviewed or not. The bidder must submit the corresponding Annual Financial Statements for the most recent 3 (three) consecutive) financial years.</p>	

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>Important notes:</p> <ul style="list-style-type: none"> - All sets of Annual Financial Statements must be signed by an authorised director of the bidding company (i.e. Managing Director, Chief Executive Officer, etc.). - Audited Annual Financial Statements or independently reviewed Annual Financial Statements must be accompanied by an audit or independent review report for the respective sets of AFS. The audit and/or independent review reports must be fully signed by an auditor and/or accredited professional. - Where a bidder is established or operational for less than 3 (three) financial years, documented proof must be submitted in the form of the company registration document (i.e. copy of CIPC registration document) confirming the date of establishment, or if operational commencement started on a later date an original affidavit from the company representative must be submitted to confirm the date of operational commencement. - The Public Interest Score (PIS) declaration must be completed by all bidders that did not submit an audited AFS. All sets of AFS <u>that are not audited</u> must be accompanied by a Public Interest Score (PIS) to determine if the AFS ought to be independently reviewed or not. <p>The Public Interest Score (PIS) requirements are as follows:</p> <ul style="list-style-type: none"> - Public Interest Score (PIS) of 350 and above, the Annual Financial Statement must be audited. All sets of the AFS must be signed by an authorised director of the bidding company (i.e. Managing Director, Chief Executive Officer, etc.) and accompanied by signed audit reports for the respective sets of AFS. - Public Interest Score (PIS) of 100 to 349, the Annual Financial Statement must be independently reviewed. All sets of the AFS must be signed by an authorised director of the bidding company (i.e. Managing Director, Chief Executive Officer, etc.) and accompanied by signed independent review reports for the respective sets of AFS. - Public Interest Score (PIS) of less than 100, all sets of the Annual Financial Statement must be signed by an authorised director of the bidding company (i.e. Managing Director, Chief Executive Officer, etc.), however AFS do not have to be audited or independently reviewed if the PIS score for the particular financial year is less than 100. 	

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>e) Consortia/joint ventures/partners – This criterion is only applicable when the bidder tender as a consortia/joint ventures/partners</p> <ul style="list-style-type: none"> Where the bidder bid as a consortia/joint ventures/partners, the required or relevant documents as per compulsory returnable documents subsections (a) to (d) above must be provided for all consortia/joint ventures/partners parties. In addition to the above, the bidder must submit a consortia/joint ventures/partners agreement signed by all relevant parties. <p>Additional Notes: It is a condition of this bid that the successful bidder will continue with the same consortia/joint ventures/partners arrangements for the duration of the contract, unless prior written approval is obtained from Pikitup.</p>	
<p>f) An original or certified copy of a valid certificate or letter of good standing for Compensation for Occupational Injuries and Diseases (COIDA) from the Department of Labour. The certificate or letter must be valid at the time of bidding.</p> <p>g) Original or certified copy of insurance company letter of confirmation, or policy confirming 3rd party or public liability insurance cover of at least R10m per annum.</p> <p>(Note: Certified copies must be in line with The Justices of the Peace and Commissioners of Oaths Act)</p>	

3.2 Other Returnable Documentation

3.2.1 The following other returnable documents are required.

Table 2: Other Returnable Documentation

Description of other returnable documentation required	Submitted (YES or NO)
a) Proof of bidding company registration with the Companies and Intellectual Property Commission (CIPC) in South Africa (Latest version of company registration with the full details of ownership)	
b) Copy of ID Documents of bidding company owners/members/directors/shareholders	
c) Preference claims form MBD 6.1 and supporting documents (i.e., Original or copy of BBBEE Scorecard or affidavit, CSD, etc.)	
d) Company profile demonstrating the number of years of experience in the provision of waste management services	
e) Proof of previous projects awarded and contactable references from clients	
f) Health and Safety Officer and Operational Supervisor certified copies of qualification/s	
g) CV of the Health and Safety Officer indicating the required experience	
h) CV of the Operational Supervisor indicating the required experience	
i) Schedules of equipment available for categories 1, 2 and 3 (Refer to annexure 3.3)	
j) Schedules of summary of projects and references (Refer to annexure 3.4)	
k) Schedules of summary of key staff (Refer to annexure 3.4)	

4. FUNCTIONALITY EVALUATION CRITERIA

The Bid Evaluation Committee (BEC) will further evaluate qualifying bids on functionality evaluation criteria by assessing, amongst others, the list of other returnable documents. The BEC will score the bidder as per the functionality evaluation criteria.

4.1 The following functionality evaluation criteria and weightings will apply:

CRITERION	SCORING OUT OF 5	WEIGHTING
1. FINANCIAL CAPABILITY The financial ratio calculations for each bidder will be based on the average ratio calculation over the past 3 financial years as per the information contained in the most recent annual financial statements submitted, unless stated differently in the tender document. Note: If the bidder is operational for less than three consecutive financial years, the average ratio calculation will be based on the average of the annual financial statements submitted from inception. If the input information for a ratio (i.e. either the numerator or denominator) is zero, the outcome will be undefined; in such instances, the “0” will be replaced with a “1” to calculate the ratio to avoid an undefined ratio outcome.	<u>Liquidity Ratios (5)</u> <ul style="list-style-type: none"> Current Assets divided by Current Liabilities If assets are greater than liabilities by Above 2 = 5 Above 1.5 but less than/equal to 2 = 4 Above 1 but less than/equal to 1.5 = 3 Equal to or below 1 = 0 <u>Return on Assets Ratio (5)</u> Net Income divided by Average Total Assets <ul style="list-style-type: none"> Equal to or above 100% = 5 Above 75% but less than 100% = 4 Above 50% but less than/equal to 75% = 3 Above 25% but less than/equal to 50% = 2 Above 0% but less than/equal to 25% = 1 Equal to or less than 0% = 0 	10
2. Key personnel qualification/s and Experience (Refer to Annexure 3.4 for summary of key personnel) Operational Supervisor’s Qualification The bidder must submit a certified copy of the bidding company’s Operational Supervisor’s three-	<ul style="list-style-type: none"> Higher than a three-year qualification (i.e. Diploma, NQF 6) in Operations, Project or Waste Management = 5 Three-year qualification (i.e. Diploma, NQF 6) in Operations, Project or Waste Management = 3 Qualification less than Diploma, NQF 6 or no relevant 	5

year Diploma (i.e. NQF 6) or higher qualification in Operations, Project or Waste Management.	qualification = 0	
Operational Supervisor's Experience The bidder must submit a copy of the bidding company's Operational Supervisor's CV that specifies the operational supervision experience of at least three years relating to waste management services.	<ul style="list-style-type: none"> Five years or more operational supervision or project management experience relating to waste management services = 5 Four years of operational supervision or project management experience relating to waste management services = 4 Three years of operational supervision or project management experience relating to waste management services = 3 No relevant or below three years' experience = 0 	10
Health and Safety Officer's Qualification The bidder must submit a certified copy of the bidding company's Health and Safety Officer with at least a three-year National Diploma (i.e. NQF 6) or higher qualification in Health and Safety or equivalent qualification.	<ul style="list-style-type: none"> Higher Diploma or Degree in Health and Safety or equivalent qualification = 5 National Diploma (i.e. NQF 6) in Health and Safety or equivalent qualification = 3 Less than National Diploma or no relevant qualification = 0 	5
Health and Safety Officer's Experience The bidder must submit a copy of the bidding company's Health and Safety Officer CV that specifies the health and safety experience of at least three years relating to waste management services.	<ul style="list-style-type: none"> Five years or more, experience as a health and safety officer related to waste management services = 5 Four years of experience as a health and safety officer related to waste management services = 4 Three years' experience as a health and safety officer related to waste management services = 3 No relevant or less than three years of experience = 0 	15
3. Bidder Experience and References Bidder's Previous Experience The bidder must submit a comprehensive company profile that specifies the bidding company's number of years of experience in the provision of waste management services. (Note: The number of years of company experience claimed may not exceed the date of company registration.)	<ul style="list-style-type: none"> Five years or more experience in the provision of waste management services = 5 Four years of experience in the provision of waste management services = 4 Three years of experience in the provision of waste management services = 3 Two years of experience in the provision of waste management services = 2 	15

	<ul style="list-style-type: none"> One year of experience in the provision of waste management services = 1 Less than one year of experience in the provision of waste management services = 0 	
Bidder's Previous Projects (Refer to Annexure 3.4 for summary of previous projects) The bidding company must provide a list of previous project details relating to waste management services substantiated with copies of appointment letters, contracts, or purchase orders confirming the award.	<ul style="list-style-type: none"> Five projects or more related to waste management services = 5 Four projects related to waste management services = 4 Three projects related to waste management services = 3 Two projects related to waste management services = 2 One project related to waste management services = 1 No relevant projects related to waste management services = 0 	20
Bidder's References (Refer to Annexure 3.4 for summary of references) Contactable references relating to the provision of waste management services for the above projects. Reference letters must comply with the following minimum requirements: <ul style="list-style-type: none"> References submitted must correlate with previous projects specified in the criteria above. References must be either original or a copy Reference letters must be signed by the client References must be on the client's official company letterhead References must be contactable (i.e. with the client's contact details) References must specify the details of the services and must be relevant to the provision of waste management services 	<ul style="list-style-type: none"> Five references that comply with requirements = 5 Four references that comply with requirements = 4 Three references that comply with requirements = 3 Two references that comply with requirements = 2 One reference that complies with requirements = 1 No relevant references = 0 	20
Total Weighting		100 points
Minimum qualifying score required to meet the functionality evaluation threshold		60 points

4.1.1 The functionality points are calculated out of a total of 100 points, and any bidder scoring less than the minimum threshold score will not qualify for further evaluation. Bidder/s that meet the minimum functionality threshold will be further evaluated in terms of price and preference system.

5. PREFERENCE POINT SYSTEM: PRICE AND SPECIFIC GOALS EVALUATION CRITERIA

The final proposal will be evaluated in terms of the Pikitup Supply Chain Management Policy using the 90/10 preference point system. The 90/10 preference point system will apply as the total estimated value of the tender is anticipated to be above R50 million (all applicable taxes included). The 90/10 price and preference point system will be applied for each section, respectively.

5.1 A MAXIMUM OF 90 POINTS IS ALLOCATED FOR PRICE

5.1.1 The bidder shall give the total all-inclusive prices in South African Rand, inclusive of all taxes and discounts in the pricing schedule for each section. The total bid price for each section is the sum of unit rates for the respective sections, which will be recorded at the tender closing date in the Pikitup Tender Register. Where conflicts exist between the price quoted in the pricing schedule and the other prices quoted by the bidder elsewhere, the price quoted in the pricing schedule shall prevail. Where applicable, the bidder must provide a price breakdown.

5.1.2 It is important to note that the aggregated unit rates presented in the pricing schedule for the respective sections reflect the summation of individual unit rates, since the services are required on an as-and-when basis and the estimated quantities are not available.

5.1.3 Where a two-stage procurement process is utilised, the price and preference point system may apply in the second stage of the tender process.

5.1.4 The price submitted by the lowest acceptable bidder for each section will be used in the formula below as the basis (P_{min}) when calculating the points for price. The bidder who scored the highest points for price will score 90 points, while other bidders will score lower points out of 90 on a pro-rata basis.

5.1.5 The **90/10** Preference Point Systems will be calculated as indicated in the section below.

A maximum of **90 points** is allocated for **Price** on the following basis:

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

Where

Ps = Points scored for the comparative price of the bid under consideration.

Pt = Comparative price of bid under consideration

Pmin = Comparative price of the lowest acceptable bid

5.1.6 Should, during any stage of the evaluation and/or adjudication process, it becomes evident that the bidder who scored the highest number of points is unacceptable or non-responsive and this bidder also scored the highest points for price, the price and preference points scored by each bidder will be recalculated using the new lowest acceptable bidder's price as the basis (Pmin) for calculation purposes, for that particular section.

5.2 PREFERENCE POINTS CLAIMED FOR SPECIFIC GOALS

5.2.1 The maximum of 10 preference points may be claimed by bidders for specific goals, as stated in the table below. The preference points claimed for specific goals must be supported by documented proof as per the means of verification stated in this tender document.

5.2.2 The lowest acceptable bidder's total bid price for each section will be used as lowest acceptable bidder's price for the section as Pmin.

5.2.3 Pikitup determines the following specific goals for this tender with the intent to promote HDI and the local economy:

Table: Specific goals for preference points

Specific goals	The specific goal points allocated by Pikitup for this tender	Means of verification	Maximum points allocated for each goal (90/10 preference point system)
Goal 1	Enterprises owned by black people with at least 51% shareholding Below 51% black shareholding = 0 51% to 60% black shareholding = 0.5 61% to 80% black shareholding = 1.5 81% to 100% black shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, and/or shareholders' certificate	2.5
	Enterprise owned by women with at least 51% shareholding Below 51% woman shareholding = 0 51% to 60% woman shareholding = 0.5 61% to 80% woman shareholding = 1.5 81% to 100% woman shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, and/or shareholders' certificate	2.5
Goal 2	SMMEs (An EME or QSE) Not a SMME = 0 SMME = 2.5	CSD, Valid BBBEE certificate, and/or Affidavit sworn under oath	2.5

	Enterprises located within: Outside SA = 0 South Africa = 0.5 Gauteng province = 1.5 City of Johannesburg Metropolitan Municipality = 2.5	MBD 1 document, CSD certificate, bidding company municipal account statement, and/or letter or statement from the landlord confirming the company address	2.5
Total (Maximum number of preference points that may be claimed)			10

5.2.4 Important notes to the bidder:

- The bidder must complete and indicate in the preference claim form (i.e. MBD 6.1) the points claimed against each specific goal according to provisions made for preference points to be claimed as indicated in the “Table for Specific goals for preference points” above.
- The maximum number of points that may be claimed for each goal is indicated above in the last column.
- Bidders that qualify for the specific goal specified may claim the points allocated for the specific goal. Bidders that do not qualify as per the specific goals specified may not claim points for those specific goals.
- The points claimed for specific goals will be used for the preference calculation for the respective sections.
- The preference points claimed for specific goals must be supported by documented proof as per the means of verification stated in the preference points criteria for specific goals in the table above.

6. CRITERIA FOR BREAKING A DEADLOCK IN SCORING

- 6.1 If two or more tenderers have scored equal total points, the successful tenderer must be the one who scored the highest points for specific goals.
- 6.2 If two or more tenderers are still equal in all respects, including equal preference points for specific goals, the successful tenderer must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.
- 6.3 If two or more tenderers are still equal in all respects, the award must be decided by the drawing of lots.

7. OBJECTIVE CRITERIA

- 7.1 The preferred bidder(s) will be the one(s) achieving the highest combined score for price and preference points, unless objective criteria—beyond specific goals—justify awarding the tender to another bidder. Should Pikitup intend to apply such objective criteria as outlined in

section 2(1)(f) of the Act, these will be clearly stated in the tender document. For this tender, the following objective criteria apply:

- 7.1.1 Bidders will be ranked according to their total score for price and preference for each category, from the highest to the lowest scoring bidder. The top 40 highest-scoring bidders for category 1, the top 20 for category 2 and the top 12 for category 3 will be shortlisted for further review.
- 7.1.2 Pikitup reserves the right to negotiate rates, terms, and conditions with the highest-scoring and/or shortlisted bidders, either before or after the final award, subject to approval by the Managing Director or their delegated authority.
- 7.1.3 Pikitup may use the lowest unit rate per line item as the basis of the negotiations or may propose an alternative market-related benchmark unit rate for price negotiation purposes.
- 7.1.4 If Pikitup and the recommended bidder(s) cannot agree on acceptable pricing, terms, or conditions within the specified timeframe, Pikitup may include the next highest-scoring bidder(s) as a preferred bidder for negotiation, recommendation and award, subject to approval by the Managing Director or delegated authority.
- 7.1.5 As part of its due diligence, Pikitup may inspect, verify, or request additional evidence of vehicles, plant, equipment or other resources detailed in the bid.
- 7.1.6 Pikitup may opt to enter into multiple framework agreements with up to a maximum of 40 service providers for category 1, up to a maximum of 20 service providers for category 2 and up to a maximum of 12 service providers for category 3, to be employed based on equipment availability on a rotational basis as-and-when-needed throughout the contract duration.
- 7.1.7 Pikitup retains the right to award the entire contract, a portion of it, or to make no award at all.

8. PRICING INSTRUCTIONS

- 8.1 Bidders must submit all costings based on the actual wet rate, by the services required by Pikitup, and aligned with the pricing schedule provided for Categories 1, 2 and 3.
- 8.2 Unit rates must be aligned with industry norms and standards (i.e., for labour, equipment use, material application, etc.) and must comply with the designs/specifications in the tender and applicable industry standards.
- 8.3 Bidders may choose to respond to Category 1, Category 2, Category 3 or a combination of the categories. For each category a bidder chooses to respond to, all unit rates on the schedule must be completed.
- 8.4 Bids with no pricing schedule or an incomplete pricing schedule per category would be deemed non-responsive for that specific category.
- 8.5 The corresponding pricing schedules must be signed, and bidders are not permitted to modify the structure or format of the schedule provided.
- 8.6 All unit rates must be quoted as hourly wet rates, and these rates will apply consistently across all days, including weekends and public holidays.
- 8.7 The hourly wet rate per unit must be inclusive of all associated costs. This includes, but is not limited to: insurance, fuel, maintenance, staff costs (e.g., drivers, operators, crew, personal protective equipment (PPE)), and any other relevant fixed or variable expenses.

ANNEXURE 3.1

MBD 3.1

PRICING SCHEDULE

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:	PU150/2025
Closing Time:	11:00 AM
Closing Date:	16 SEPTEMBER 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Details to be completed on the attached pricing schedule

- Required by Pikitup Johannesburg SOC Limited
- At various sites in and around the City of Johannesburg area, as specified in the
- Brand and Model To be completed in a separate schedule
- Country of Origin To be completed in a separate schedule
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery As specified in the TOR
*Delivery: Firm/Not firm
- Delivery basis As specified in the TOR

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

Except if indicated differently in the pricing schedule, the bid price will remain fixed for the proposed contract period.

ANNEXURE 3.2

PRICING SCHEDULES

PRICING SCHEDULE INSTRUCTIONS:

- A bidder may submit a response for Category 1, Category 2, Category 3, or any combination thereof by completing the corresponding pricing schedule (i.e. pricing schedule 1, 2 or 3). Bidders are not required to respond to all categories.
- For every category in which a bidder elects to submit a response, all unit rates on the applicable pricing schedule must be fully completed, and the pricing schedule must be duly signed. Failure to comply will render the bid non-responsive for that category.
- If a bidder elects not to submit a response for a specific category, the corresponding pricing schedule for that category must be left blank.
- Bidders must submit all costings based on the actual wet rate, by the services required by Pikitup, and aligned with the pricing schedule provided for Categories 1, 2 and 3.
- Unit rates must be aligned with industry norms and standards (i.e., for labour, equipment use, material application, etc.) and must comply with the designs/specifications in the tender and applicable industry standards.
- All unit rates must be quoted as hourly wet rates, and these rates will apply consistently across all days, including weekends and public holidays.
- The unit prices must be quoted in ZAR, and the unit rates applicable for the respective years will remain fixed for the proposed contract period.
- The hourly wet rate per unit must be inclusive of all associated costs. This includes, but is not limited to, insurance, fuel, maintenance, staff costs (e.g., drivers, operators, crew, personal protective equipment (PPE)), and any other relevant fixed or variable expenses.
- Where a unit rate slot has been blacked out on the pricing schedule, bidders are not required to provide a rate for that specific entry.
- All unit rates must be quoted exclusive of VAT. VAT shall be calculated only on the total amount of each schedule.
- All unit rates listed in a schedule must be summed to determine the total for that schedule.
- The corresponding pricing schedules must be signed, and bidders are not permitted to modify the structure or format of the schedule provided.
- The grand total reflected on each Pricing Schedule (Schedules 1, 2 and 3) must correspond with, and be inserted as, the Bid Amount on the cover page of the bid for the respective Categories 1, 2 and 3. The grand total, which is the bid amount per Category, shall be utilised for the purposes of price and preference evaluation for that Category.

PRICING SCHEDULE 1: RATE CARD FOR WASTE MANAGEMENT RESOURCES ON A WET RATE FOR CATEGORY 1										
NO	SHORT DESCRIPTION	YEAR 1			YEAR 2			YEAR 3		
		HOURLY WET RATE FOR VEHICLE ONLY (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER AND 5 CREW MEMBERS (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE ONLY (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER AND 5 CREW MEMBERS (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE ONLY (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER AND 5 CREW MEMBERS (EXCLUDING VAT)
1	(6 X 4) 19 - 21 CUBE REL COMPACTOR WITH HIGH BIN LIFTERS	R	R	R	R	R	R	R	R	R
2	(4 X 2) 9 - 12 CUBE REL COMPACTOR WITH LOW/HIGH BINLIFTERS	R	R	R	R	R	R	R	R	R
3	(6 X 4) 19 - 21 CUBE REL COMPACTOR WITH WINCH CABLE	R	R	R	R	R	R	R	R	R
4	(6 X 4) SKIP LIFT - ON	R	R		R	R		R	R	
5	(4 X 2) 6 to 8 TON CLOSED MESH CAGE BODY	R	R	R	R	R	R	R	R	R
6	(4 X 2) DRIVEN MOBILE SWEEPER		R	R		R	R		R	R
7	(6 X 4) 30 CUBE FEL COMPACTOR		R			R			R	
8	(4 X 2) 10 TON TIPPER WITH CRANE AND BUCKET	R	R		R	R		R	R	
9	(6 X 4) 30 CUBE CONTAINER RORO	R	R		R	R		R	R	
10	(4 x 2) WATER TANKER TRUCK 10 000LITRE	R	R		R	R		R	R	
11	VEHICLE WITH MINI SKIP TRAILER		R	R		R	R		R	R
TOTAL PER COLUMN		R	R	R	R	R	R	R	R	R
SUB-TOTAL PER YEAR (SUM OF 3 X COLUMN TOTALS ABOVE FOR EACH YEAR)		R			R			R		
TOTAL - EXCLUDING VAT (SUM OF SUB-TOTALS FOR YEARS 1, 2 AND 3)		R								
VAT		R								
GRAND TOTAL - INCLUDING VAT (I.E. BID AMOUNT FOR CATEGORY 1)		R								

Name and surname

Designation

Bidder name

Signature

Date

TENDER # PU150/2025 FOR THE APPOINTMENT OF MULTIPLE SERVICE PROVIDERS FOR WASTE MANAGEMENT SERVICES, WASTE COLLECTION, SPECIALISED PLANT AND EQUIPMENT FOR WASTE COLLECTION, AND ILLEGAL DUMPING MANAGEMENT ON AN AS-AND-WHEN-REQUIRED BASIS OVER 36 MONTHS

PRICING SCHEDULE 2: RATE CARD FOR WASTE MANAGEMENT RESOURCES ON A WET RATE FOR CATEGORY 2					
ITEM	VEHICLE, PLANT AND	VEHICLE, PLANT OR EQUIPMENT	YEAR 1	YEAR 2	YEAR 3
			HOURLY WET RATE INCLUDING DRIVER AND / OR OPERATOR (EXCLUDING VAT)	HOURLY WET RATE INCLUDING DRIVER AND / OR OPERATOR (EXCLUDING VAT)	HOURLY WET RATE INCLUDING DRIVER AND / OR OPERATOR (EXCLUDING VAT)
1	Front end Loader	6 Ton/ Not less than 140kw/3m ³ bucket	R	R	R
2	Backhoe Loader (TLB)	4 Tons/Not less than 70kw/1m ³ bucket	R	R	R
3	Tipper Truck	10m ³ Truck /Not less than 200kw/30ton	R	R	R
4	Bobcat/Skidsteer	Not less then 16kW / with 36" bucket	R	R	R
5	Green Waste Shredder	Shredding Green Waste 20 - 40 Ton per Hour	R	R	R
6	Green Waste / Wood Chippers	Mobile Wood Chipper	R	R	R
SUB-TOTAL PER YEAR (SUM OF UNIT RATES FOR EACH YEAR)			R	R	R
TOTAL EXCLUDING VAT (SUM OF SUB-TOTAL FOR YEAR 1, 2 AND 3)			R		
VAT			R		
GRAND TOTAL - INCLUDING VAT (I.E. BID AMOUNT FOR CATEGORY 2)			R		

Name and surname

Designation

Bidder name

Signature

Date

PRICING SCHEDULE 3: RATE CARD FOR WASTE MANAGEMENT RESOURCES ON A WET RATE FOR CATEGORY 3											
NO	VEHICLE, PLANT OR EQUIPMENT SHORT DESCRIPTION	YEAR 1			YEAR 2			YEAR 3			
		HOURLY WET RATE FOR VEHICLE ONLY (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER AND 2 CREW MEMBERS (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE ONLY (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER AND 2 CREW MEMBERS (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE ONLY (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER (EXCLUDING VAT)	HOURLY WET RATE FOR VEHICLE WITH DRIVER AND 2 CREW MEMBERS (EXCLUDING VAT)	
1	(4 X 2) 6 - 7 CUBE REL COMPACTOR WITH SINGLE LOW BIN LIFTER	R	R	R	R	R	R	R	R	R	
SUB-TOTAL EXCLUDING VAT (SUM OF ABOVE 3 X UNIT RATES)		R			R			R			
TOTAL EXCLUDING VAT (SUM OF SUB-TOTAL FOR YEARS 1, 2 AND 3)		R									
VAT		R									
GRAND TOTAL - INCLUDING VAT (I.E. BID AMOUNT FOR CATEGORY 3)		R									

Name and surname

Designation

Bidder name

Signature

Date

ANNEXURE 3.3

BIDDER'S VEHICLE, PLANT, AND/OR EQUIPMENT AVAILABLE FOR:

- CATEGORY 1
- CATEGORY 2
- CATEGORY 3

INSTRUCTION NOTE:

The bidder must complete the last column of the applicable table for the category they are responding to. For each line item, the bidder must indicate the number of vehicles, plant, and/or equipment available that meet the minimum requirements (i.e. description, functionality, and age) as specified in the tender. Pikitup reserves the right to inspect and/or verify the vehicles, plant, and equipment as specified by the bidder.

CATEGORY 1 - DESCRIPTION OF WASTE MANAGEMENT RESOURCES REQUIRED AND QUANTITY RESOURCES AVAILABLE TO OFFER						
NO	VEHICLE, PLANT OR EQUIPMENT SHORT TYPE	VEHICLE, PLANT OR EQUIPMENT SHORT DESCRIPTION	VEHICLE, PLANT OR EQUIPMENT DESCRIPTION	FUNCTIONALITY	MAXIMUM AGE OF UNIT	QUANTITY OF UNITS AVAILABLE (THAT COMPLY WITH THE MAXIMUM AGE)
1	Rear End Loader Compactor	(6 X 4) 19 - 21 CUBE REL COMPACTOR WITH HIGH BIN LIFTERS	19 - 21m³ with 240 and 1000 Litre Container Bin Lifters, inclusive of the following: Fitted with bin lifter to be able to load 240l without spillage.	COLLECTION OF 240 LITRE BINS	5 Years	
2	Rear End Loader Compactor	(6 X 4) 19 - 21 CUBE REL COMPACTOR WITH WINCH CABLE	19 - 21m³ with 5, 5 m³ Skip Container Lifter	COLLECTION OF WASTE SKIP BINS	5 Years	
3	Rear End Loader Compactor	(4 X 2) 9 - 12 CUBE REL COMPACTOR WITH LOW/HIGH BINLIFTERS	9 - 12m³ with 240 and 1000 Litre Container Bin Lifters, inclusive of the following: Fitted with bin lifter to be able to load 240l without spillage.	COLLECTION OF 240 LITRE BINS & STREET BAGS	5 Years	
4	Skip Loader	(6 X 4) SKIP LIFT - ON	Must be able to swing-on containers with a capacity of up to 16 Ton. Use for industrial and household removal. Skip loader must have adjustable arm length.	COLLECTION OF WASTE SKIP BINS	5 Years	
5	Cage truck	(4 X 2) 6 to 8 TON CLOSED MESH CAGE BODY	Truck must be fitted with wire mash cage	COLLECTION OF STREET BAGS / S@S	5 Years	
6	Mobile Sweeper	(4 X 2) DRIVEN MOBILE SWEEPER	The road sweeper shall be a hydraulic or hydrostatic powered sweeping machine, working speed from 0.2 km/h – 30 km/h with high suction capacity. The road sweeper shall have a minimum weight of 4 000kg and engine power of 100 kW. The container volume shall be a minimum of 4 m³. No dirty air shall be expelled into the working area at the rear and around the sweeping machine.	SWEEPING OF STREET CURBS AND WALKWAYS	5 Years	
7	Front end Loader Compactor	(6 X 4) 30 CUBE FEL COMPACTOR	Front End Loader collecting 1000 litre bins with the front mounted hydraulic forks	OVER CAB COLLECTION OF THE 1000LITRE BINS	5 Years	
8	Tipper Truck	(4 X 2) 10 TON TIPPER WITH CRANE	The vehicle must be fitted with crane, a lockable 1/4 crew cab fitted with a seats that would also be used as tools storage. Crew cab must have a small side windows and left entrance lockable from outside and inside. The vehicle will be used to transport construction materials (concrete slabs, gravels, sand, bollards etc.)	COLLECTION OF WASTE DUMPING ON SIDE OF ROADS	5 Years	
9	Roll-on roll-off	(6 X 4) 30 CUBE CONTAINER RORO	Must be able to handle roll-on containers with a capacity up to 24 tons with a length of 7200mm. The tipping torque shall be 60-ton meter (600kNm, max). The tipping action shall be done from inside the drivers' cab and from the left rear of the vehicle by means of two double acting hydraulic cylinders.	GARDEN SITE BIN COLLECTION	5 Years	
10	Water Tanker	WATER TANKER TRUCK 10 000LITRE	This machine must be self-propelled, must have a capacity of not less than 10 000 litre of water and must be able to spray a mist of water up to 5 m wide through the spray bar. The vehicle must have a power to mass ratio of 6 kW per ton laden and they must have a pump on, to fill tanks above ground level. Truck should be fitted with water meter counter on the inlet. This tanker must also be fitted with a 12kW fuel operated high water pressure mashine to assiste lane and sidewalk flushing/washing.	WASHING AND FLUSHING OF SIDEWALKS, LANES AND STREETS	5 Years	
11	Mini Skip Loader	VEHICLE WITH MINI SKIP TRAILER	3m³ (1 to 1.5Ton) Cube Skip Load Trailer (Dual axle)	Placing and collecting of small domestic waste skip bins	5 Years	

The bidder responding to Category 1 (i.e., Pricing Schedule 1) must complete the last column of the above table, indicating the quantity of equipment available for each line item that complies with the minimum requirements of this tender. Pikitup may opt to inspect and/or verify the vehicle/plant/equipment specified.

CATEGORY 2 - DESCRIPTION OF WASTE MANAGEMENT RESOURCES REQUIRED AND QUANTITY RESOURCES AVAILABLE TO OFFER					
NO	VEHICLE, PLANT OR EQUIPMENT SHORT TYPE	VEHICLE, PLANT OR EQUIPMENT DESCRIPTION	FUNCTIONALITY	MAXIMUM AGE OF UNIT	QUANTITY
1	Front end Loader	10 Ton/ Not less than 140kw/3m ³ bucket	Collection and clearing of waste Illegal Dumping Spots and load Tipper Truck	8 Years	
2	TLB	8 Ton/ Not less than 67kw/2m ³ bucket	Collection and clearing of waste Illegal Dumping Spots and load Tipper Truck	5 Years	
3	Tipper Truck	10m ³ Truck /Not less than 200kw/30ton	Loading and Transporting of the Illegal dumping waste to the dedicated landfill.	5 Years	
4	Skidsteer (i.e. Bobcat)	Not less then 16kW / with 36" bucket and lifting height of 4 meters	Collecting and clearing of illegal waste dumping spots	5 Years	
5	Green Waste Shredder	Shredding Green Waste 20 - 40 Ton per Hour	Shredding of bulk green waste at dedicated Pikitup Garden Sites	8 Years	
6	Green Waste Wood Chippers	Manual Feed - Mobile Wood Chipper @ 1000rpm	Chipping of Tree Branches	8 Years	

The bidder responding to Category 2 (i.e., Pricing Schedule 2) must complete the last column of the above table, indicating the quantity of equipment available for each line item that complies with the minimum requirements of this tender. Pikitup may opt to inspect and/or verify the vehicle/plant/equipment specified.

CATEGORY 3 - DESCRIPTION OF WASTE MANAGEMENT RESOURCES REQUIRED AND QUANTITY RESOURCES AVAILABLE TO OFFER					
NO	VEHICLE, PLANT OR EQUIPMENT SHORT DESCRIPTION	VEHICLE, PLANT OR EQUIPMENT DESCRIPTION	FUNCTIONALITY	MAXIMUM AGE OF UNIT	QUANTITY
1	(4 X 2) 6 - 7 CUBE REL COMPACTOR WITH LOW SINGLE BINLIFTERS	6 - 7m ³ with 240 Litre Container Bin Lifter, inclusive of the following: Fitted with a sigle bin lifter to be able to load 240l without spillage.	COLLECTION OF 240 LITRE BIN & STREET BAGS	8 Years	

The bidder responding to category 3 (i.e. pricing schedule 3) must complete the last column of the above table, indicating the quantity of equipment available for each line item that complies with the minimum requirements of this tender. Pikitup may opt to inspect and/or verify the vehicle/plant/equipment specified.

ANNEXURE 3.4

SCHEDULES OF PREVIOUS EXPERIENCE

SUMMARY OF EXPERIENCE, PREVIOUS PROJECTS AND REFERENCES

Previous projects and client reference letters

The bidder must complete the schedule below with a summary of the bidding company's previous projects completed and the relevant client reference letters as per the functionality evaluation criteria. The bidder must ensure that the supporting documentation is submitted with the bid document as per the functionality evaluation criteria requirements.

Summary of the bidding company's previous experience and client reference letters

Project Number	Short Description of Project	Project start date	Project end date	Reference letter attached. (Yes / No)	Reference Company Name
1					
2					
3					
4					
5					

Operational Supervisor details

The bidder must complete the schedule below with a summary of the Operational Supervisor details. The bidder must ensure that the CV and qualifications are submitted with the bid document as per the functionality evaluation criteria requirements.

Summary of Operational Supervisor details.

Description	Bidder to complete the details below
Name(s)	
Surname	
ID Number	
Date employed by bidding company	
Years' work experience as an Operational Supervisor in Waste Management Services	
Description of relevant Qualification	
Date the above qualification was obtained	
Copy of CV attached? (Indicate Yes / No)	

Health and Safety Officer details

The bidder must complete the schedule below with a summary of the Health and Safety Officer details. The bidder must ensure that the CV and qualifications are submitted with the bid document as per the functionality evaluation criteria requirements.

Summary of Health and Safety Officer details.

Description	Bidder to complete the details below
Name(s)	
Surname	
ID Number	
Date employed by bidding company	
Years of work experience as a Health and Safety Officer in Waste Management Services	
Description of relevant Qualification	
Date the above qualification was obtained	
Copy of CV attached? (Indicate Yes / No)	

ANNEXURE 4

MBD 4

DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state?
(Circle the applicable answer) YES / NO
 - 3.8.1 If yes, furnish particulars.

¹MSCM 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 provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 3.9 Have you been in the service of the state for the past twelve months?
(Circle the applicable answer)...YES / NO
 - 3.9.1 If yes, furnish particulars
.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(Circle the applicable answer) YES / NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Circle the applicable answer)...YES / NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

(Circle the applicable answer)...YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

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

(Circle the applicable answer)...YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or businesses, whether they are bidding for this contract?

(Circle the applicable answer)...YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number (If applicable)

Note: The bidder must complete their shareholders' / directors' / trustees' / members' details in the table above.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ANNEXURE 5.1

MBD 5

MBD 5

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
YES / NO *
(* Delete if not applicable)
- 1.1 If yes, submit audited annual financial statements (signed and / or stamped by the relevant auditor) for the past three years or since the date of establishment if established during the past three years.
- 1.2 If no, please complete the public interest scores (PIS) for each of the financial years for which you provided financial statements, to determine if the statements required to be independently reviewed or not.
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
YES / NO *
(* Delete if not applicable)
- 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.
.....
.....
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
YES / NO *
(* Delete if not applicable)
- 3.1 If yes, furnish particulars

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

***YES / NO**

(* Delete if not applicable)

- 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

ANNEXURE 5.2

PIS SCORE

DECLARATION OF PUBLIC INTEREST SCORE (PIS) SCORE

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

PIS SCORE FOR EACH SET OF FINANCIAL STATEMENTS (AS REQUIRED BY THE COMPANIES ACT OF 2008)

If the bidder did not provide three sets of Audited Annual Financial Statements, the bidder must indicate the PIS for each set of financial statements to determine whether the AFS must be independently reviewed or not.

PIS SCORE (1st set of financials):

PIS SCORE (2nd set of financials):

PIS SCORE (3rd set of financials):

Indicate which Financial Statement classification apply to your company	PIS Score	First set of financial statements	Second set of financial statements	Third set of financial statements
		Tick the relevant box below with an "X"	Tick the relevant box below with an "X"	Tick the relevant box below with an "X"
- The Annual Financial Statement provided <u>must be audited</u> (Where the bidder did not provide a PIS score or if the PIS score provided is 350 points and above; audited financial statements must be provided)	Above 350			
- The Annual Financial Statement provided <u>must have an independent review</u> (Where the bidder's PIS score is between 100 and 350; financial statements that are independently reviewed by a registered auditor or a chartered accountant must be provided)	Between 100 and 350			
- The Annual Financial Statement provided <u>does not require to be audited or independently reviewed</u> (Where the bidder's PIS score is below 100, financial statements must be provided, but don't have to be audited or independently reviewed)	Below 100			

IMPORTANT NOTE:

BIDDERS WHO DO NOT PROVIDE AUDITED FINANCIAL STATEMENTS MUST PROVIDE A PIS SCORE TO CONFIRM IF THE BIDDER SHOULD PROVIDE INDEPENDENTLY REVIEWED FINANCIAL STATEMENTS OR NOT. NON-COMPLIANCE TO THE AFOREMENTIONED WILL RESULT INTO DISQUALIFICATION FOR FURTHER EVALUATION.

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE FOLLOWING INFORMATION IS PROVIDED BY PIKITUP FOR THE BIDDER'S INFORMATION ONLY AND THE INFORMATION MIGHT ASSIST THE BIDDERS RELATING TO THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REQUIREMENTS IN TERMS OF THE FINANCIAL STATEMENT REQUIREMENTS OF THE COMPANIES ACT (2008) AND THE CLOSED CORPORATIONS ACT (1984).

Financial Statements and Independent Reviews

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

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

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

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

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

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

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

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

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

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

If you're not 100% compliant with legislation for accounting officer duties, you'll face penalties. When the Companies Act (2008) came into effect, the Closed Corporations Act (1984) didn't fall away. The Companies Act didn't replace it either, thus both Acts apply.

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

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

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

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

The company gets 1 point for every:

- Number of shareholders and / or partners; and
 - Average number of staff members over the entire year (You need to look at the average of all the staff members for the entire year. So, if you have a high staff turnover, don't worry about having a high PIS score!)
 - Every R1 million rand of turnover or part thereof;
- and
- Every R1 million of outside debt / liabilities or part thereof, as at the end of the year.

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

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

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

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

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

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

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

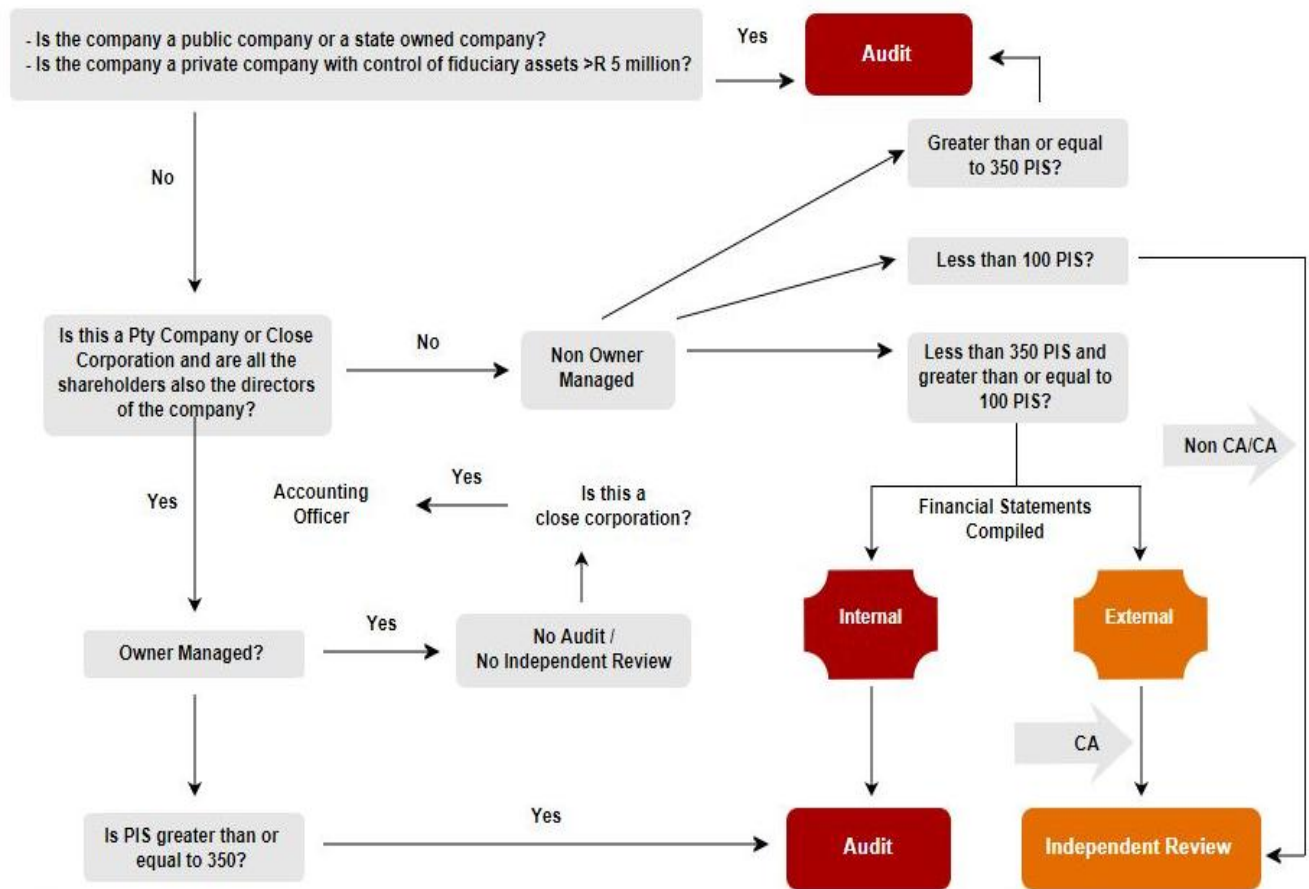
<http://www.cipc.co.za/index.php/manage-your-business/manage-your-company/private-company/compliance-obligations/financial-statements/>

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

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

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

Example of PIS flow chart:



Example of PIS calculation (i.e. during a particular financial year):

Category	Points	Example company	Example score
Annual average Number of employees	1 pt per employee	45	45
Third party liabilities	1 pt per R 1m	R 2,500,000	3
Revenue Sales	1 pt per R 1m	R 5,600 ,000	6
Shareholders	1 pt per shareholder	3	3
Public interest score:			57

ANNEXURE 6.1

**MBD 6.1 - PREFERENCE POINTS CLAIM FORM AMENDED IN
TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS OF 2022, AND SPECIFIC GOALS AS PER THE
PIKITUP SCM POLICY**

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, AND THE PIKITUP SCM POLICY

This preference form must form part of all the 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 90/10 system for estimated requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 90/10 preference point system. Each section of the tender will be evaluated on the 90/10 preference point system, respectively.
- 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 The maximum points for this tender are allocated as follows:

POINTS	Tenders above R50m in value
PRICE	90
SPECIFIC GOALS	10
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 regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

TENDER # PU150/2025 FOR THE APPOINTMENT OF MULTIPLE SERVICE PROVIDERS FOR WASTE MANAGEMENT SERVICES, WASTE COLLECTION, SPECIALISED PLANT AND EQUIPMENT FOR WASTE COLLECTION, AND ILLEGAL DUMPING MANAGEMENT ON AN AS-AND-WHEN-REQUIRED BASIS OVER 36 MONTHS

- (a) “Acceptable tender” means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- (b) “affidavit” is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- (c) “All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- (d) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (e) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (f) “bid” means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering.
- (g) “Code of Good Practice” means the generic codes or the sector codes as the case may be.
- (h) “Consortium or joint venture” 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; “contract” means the agreement that results from the acceptance of a bid by an organ of state.
- (i) “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (j) “Exempted Micro Enterprise” (EME) with an annual total revenue of R10 million or less.
- (k) “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) “Historically Disadvantaged Individual (HDI)” means a South African citizen – (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or (2) who is a female; and / or (3) who has a disability: Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
- (m) “Integrated Development Plan” (IDP) means a five-year strategic plan required in terms of the Municipal Systems Act, 2000 (Act no 32 of 2000), guiding the City in executing its constitutional mandate.
- (n) “Large Enterprise” is any enterprise with an annual total revenue above R50 million.
- (o) “Locality” means that tenderer or bidder must have business enterprise located within the boundaries of City of Johannesburg (CoJ) Municipal Metropolitan Municipality or Gauteng Province to score points for locality.
- (p) “Local Enterprise” means an enterprise with 51% or more equity ownership by South African citizens, registered in the Republic of South Africa and paying tax to South African Revenue Service
- (q) “Lowest acceptable tender” means the tender that complies with all specifications and conditions of the tender and that has the lowest price compared to other tenders

- (r) “non-firm prices” means all prices other than “firm” prices.
- (s) “People with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act no 55 of 1998)
- (t) “person” includes a juristic person.
- (u) “price” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (v) “Qualifying Small Enterprise” (QSE) with an annual total revenue between R10 million and R50 million.
- (w) “Rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (x) “Small, Medium and Micro Enterprises” SMME that bears the same meaning assigned to this expression in the National Small Business Act 1996 (Act 102 of 1996)
- (y) “Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender, and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No 16085 dated 23 November 1994.
- (z) “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- (aa) “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.
- (bb) “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
- (cc) “The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (dd) “The Regulations” means the Preferential Procurement Regulations, 2022 (as amended)
- (ee) “Total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013.

3. THE 90/10 PREFERENCE POINT SYSTEMS

3.1. POINTS AWARDED FOR PRICE

3.1.1 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

Where

P_s = Points scored for the price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of the lowest acceptable tender

4. PREFERENCE 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 this tender, the tenderer will be allocated points based on the goals stated in Table 1 below, as may be supported by proof or documentation stated in the conditions of this tender.

4.2. (Note: Not applicable for this tender) - 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,
- (c) Then the organ of state must indicate the points allocated for specific goals for both the 80/20 and 90/10 preference point systems.

4.3. Pikitup determined the following specific goals for this tender with the intent to promote HDI and local economic development.

90/10 preference point system				
Specific goals	The specific goals and points allocated by Pikitup for this tender	Means of verification	Points allocated for each goal (90/10 system) (Maximum # of points for each goal to be specified by Pikitup)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Goal 1	Local Enterprise owned by black people (in terms of the B-BBEE Act) with at least 51% shareholding Below 51% black shareholding = 0 51% to 60% black shareholding = 0.5 61% to 80% black shareholding = 1.5 81% to 100% black shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, or shareholders' certificate	2.5	
	Local Enterprise owned by women who are South African citizens with at least 51% shareholding Below 51% woman shareholding = 0 51% to 60% woman shareholding = 0.5 61% to 80% woman shareholding = 1.5 81% to 100% woman shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, or shareholders' certificate	2.5	
Goal 2	Local enterprise that is a Small, Medium and Micro Enterprise (SMMEs, which include EME or QSE) SMMEs (An EME or QSE) Not a SMME = 0 SMME = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath	2.5	
	Local Enterprise located within the City of Johannesburg Metropolitan Municipality Enterprises located: Outside SA = 0 Within South Africa = 0.5 Within Gauteng province = 1.5 Within City of Johannesburg Metropolitan Municipality = 2.5	CSD, proof of municipal account, letter or statement from the landlord	2.5	
Total (Maximum number of preference points)			10	

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

Note to bidder: The bidder must indicate in the table the points claimed against each goal where provisions are made for preference points to be claimed. Points claimed will be verified with supporting documents submitted. Where preference points are not claimed by the bidder, or in the case where the points claimed differ from the evidence as per the supporting documents submitted, the bidder will not be allocated points for the goal.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm:

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.4. 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 because 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 because of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because 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 OF TENDERER: **DATE:**

NAME AND SURNAME:

ADDRESS:

ANNEXURE 7

CONTRACT FORM

MBD 7.2 – RENDERING OF SERVICES

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 **PIKITUP JOHANNESBURG SOC LTD** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **PU150/2025** 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 Specific Goals in terms of Pikitup SCM Policy;
 - 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

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

1. I in my capacity as accept your bid under reference number PU150/2025 dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT:

NAME (PRINT):

SIGNATURE:

DATE:

Witness: 1.

Witness: 2.

ANNEXURE 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all the 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 of 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 To give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE
 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

ANNEXURE 9

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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. takes all reasonable steps to prevent such abuse;
 - b. rejects 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. cancels a contract awarded to a person if the person commits 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 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid: TENDER # PU150/2025 FOR THE APPOINTMENT OF MULTIPLE SERVICE PROVIDERS FOR WASTE MANAGEMENT SERVICES, WASTE COLLECTION, SPECIALISED PLANT AND EQUIPMENT FOR WASTE COLLECTION, AND ILLEGAL DUMPING MANAGEMENT ON AN AS-AND-WHEN-REQUIRED BASIS OVER 36 MONTHS (Bid Number and Description) in response to the invitation for the bid made by Pikitup Johannesburg SOC Limited (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 _____ (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether 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. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

ANNEXURE 10

CORPORATE GOVERNANCE BREACH CLAUSE

CORPORATE GOVERNANCE BREACH CLAUSE

1. PIKITUP Johannesburg (SOC) LTD (“PIKITUP”) requires (“the Company”) to comply, *mutatis mutandis* with the Code contained in the King II Report and Code of Good Corporate Governance (below “the Code”) for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, *mutatis mutandis*, comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:
 - 3.1 It is essential that the Company complies with the Code, to discharge all its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
 - 3.2 PIKITUP will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish PIKITUP with a written certificate, signed by the directors of the Company [alternatively members of the Close Corporation], certifying that the Company has complied with the provisions of the Code during the preceding months.
5. PIKITUP shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of PIKITUP and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to PIKITUP.

In the event of it being found that the Company is not complying with the Code, then PIKITUP shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then PIKITUP shall bear the costs incurred in such investigation.

In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.

6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors' obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to PIKITUP that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

ANNEXURE 11

GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract, revised July 2010 (as amended), as well as special conditions of contract for this bid will apply. Below find the National Treasury General Conditions of Contract revised July 2010 (as amended), and the most recent version of the GCC is also available on the National Treasury website, i.e. www.nationaltreasury.gov.za.

NATIONAL TREASURY - GENERAL CONDITIONS OF CONTRACT REVISED JULY 2010

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and time 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 or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised 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 recognised new product results that is substantially different in basic characteristics or purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its initiative in the RSA at lower prices than those of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are 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 to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (before 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 the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and

which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

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

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in the bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions apply to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published on the National Treasury e-tender portal (i.e. www.treasury.gov.za).

4. Standards

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

5. Use of contract documents and information; inspection.

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

7. Performance Security

7.1 Within 30 (thirty) 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 the 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 a freely convertible currency acceptable to the purchaser, and shall be in the form of 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.

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

8. Inspections, tests and analysis

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder

or contractor should be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

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

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

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the 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 agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information about 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 12 (twelve) 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 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and at all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

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

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

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, apart from any price adjustments authorised in the SCC or the purchaser's request for validity extension.

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during the 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 or her 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 the contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, according to GCC Clause 22, unless an extension of time is agreed upon according to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in

substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract according 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 the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser according to GCC Clause 21.2;
- (b) if the supplier fails to fulfil any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services like 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 the 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 restrictive penalty on the supplier by prohibiting such a supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends to restrict a supplier or any person associated with the supplier, the supplier will be allowed not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days, the purchaser may regard the intended penalty as not objected to and may impose it on the supplier.

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such an 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, Act 12 of 2004, the court may also rule that such a 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 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 subsidised import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she 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 or her.

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, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to fulfil its obligations under the contract as far as it 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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 their intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(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 to the supplier.

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable Law

30.1 The contract shall be interpreted per South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be the 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. Before the award of a bid the Department must have a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is

prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

ADVANCE CONTRACT (SPECIAL CONDITIONS OF CONTRACT)

Any additional terms and conditions will form part of the special conditions of the contract to be agreed and signed upon award of the bid. The contract will have to be signed by the successful bidder before the project commences. A service level agreement must be entered into by the awarded bidder and PIKITUP within 30 days of award, unless otherwise agreed by all parties.

The following advance agreement is a draft agreement that includes the special conditions of the contract, and will be concluded at bid award with the successful bidder/s.

ANNEXURE 12

TEMPLATES OR EXAMPLES OF RETURNABLE DOCUMENTS

ANNEXURE 12.1.

TEMPLATE / EXAMPLE - AUTHORITY TO SIGN BID DOCUMENTATION

The bidder is required to submit a delegation of authority or board resolution to confirm that the person signing the tender documentation is duly authorised to sign such obligations.

The bidder may submit the delegation of authority or board resolution on the bidding organisation's letterhead or may opt to complete one of the following templates that are relevant to the bidding organisation.

(Complete the relevant form of the following options)

1. <u>Sole Proprietor (Single Owner Business) and Natural Person</u>			
1.1 I, , the undersigned, hereby confirm that I am the sole owner of the business trading as			
OR			
1.2 I, , the undersigned, hereby confirm that I am submitting this tender in my capacity as a natural person.			
SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. <u>Companies and Close Corporations</u>			
2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.			
2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf shall be included with the bid.			
Date Resolution was taken.			
Resolution signed by (name and surname)			
Capacity			
Name and surname of the delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
SIGNED ON BEHALF OF COMPANY / CC			NO
		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. <u>Partnership</u>			
We, the undersigned partners in the business trading as hereby authorise Mr/Mrs to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above-mentioned partnership. The following particulars in respect of every partner must be furnished and signed by every partner:			
Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. <u>Consortium</u>			
We, the undersigned consortium partners, hereby authorise _____ (Name of entity) to act as lead consortium partner and further authorise Mr/Ms _____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium. The following particulars in respect of each consortium member must be provided and signed by each member.			
Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

5. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr / Ms

.....

Authorised signatory of the Company / Close Corporation / Partnership (name)

.....

Acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

LEAD PARTNER (Whom the Pikitup shall hold liable for the tender)			
NAME OF FIRM			
ADDRESS			
		TEL. NO.	
SIGNATURE		DESIGNATION	

2nd PARTNER			
NAME OF FIRM			
ADDRESS			
		TEL. NO.	
SIGNATURE		DESIGNATION	

3rd PARTNER			
NAME OF FIRM			
ADDRESS:			
		TEL. NO.	
SIGNATURE		DESIGNATION	

4th PARTNER			
NAME OF FIRM			
ADDRESS:			
		TEL. NO.	
SIGNATURE		DESIGNATION	

NOTE: A copy of the Joint Venture Agreement, indicating the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

ANNEXURE 12.2.

TEMPLATE / EXAMPLE – LANDLORD LETTER CONFIRMING TENANT’S ACCOUNT

Below is a template or example of a landlord letter or landlord property agent to confirm that the tenant’s account is in good standing or is not in arrears for more than 90 days.

Landlord or Property Agent Letter

[Landlord’s Name]
[Landlord’s Address]
[City, Province, Code]
[Landlord’s Contact Details]

[Date]

[Tenant’s Name]
[Tenant’s Address]
[City, Province, Code]

RE: CONFIRMATION: TENANT ACCOUNT IN GOOD STANDING

Dear Sir or Madam

I am writing to confirm that the tenant is currently occupying the below rental property address under a tenancy agreement.

I hereby confirm that the tenant’s account is in good standing and/or the account is not in arrears for more than 90 days as of the date of this correspondence.

Landlord Name or Landlord property agent (if applicable)	
Tenant Name	
Rental Property Physical Address	

Please feel free to contact me if you require any further information.

Sincerely,

[Landlord’s Signature]
[Landlord’s Name]

ANNEXURE 12.2

TEMPLATE / EXAMPLE – CLIENT REFERENCE LETTER

Below is a template or example of a client reference letter for goods/services/works provided.

Note: The template must be completed in full by the client/referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose, provided that it contains the key information required and/or complies with the tender requirements. Reference information provided may be verified, and if found to be false or misrepresented, punitive measures may be instituted against the representative party, including blacklisting and/or restriction from participating in any future government tender.

Example of Client Reference Letter

[Client Name]

[Client Address]

[Client Telephone Number]

[Client Email Address]

[Date]

RE: REFERENCE LETTER FROM CLIENT ON PREVIOUS PERFORMANCE

Dear Sir or Madam

I, the undersigned being dully authorised to do so, hereby furnish a written reference for _____ (*bidding company name*) for the below mentioned goods /services/works rendered.

Description of goods/services/works:

Date the goods/services/works provided:

Start date: ____ / ____ / ____

End date: ____ / ____ / ____

Value of the contract: R _____

Was the performance satisfactory? Yes / No (*Circle applicable response*)

Additional comments to support response:

Client / Referee Signature: _____

Client / Referee Name and Surname: _____

Client / Referee Designation: _____

ANNEXURE 13

**ALL COMPULSORY RETURNABLE DOCUMENTS
AND OTHER RETURNABLE DOCUMENTS TO BE
ATTACHED BY THE BIDDER**