



CLUSTER

TRADING SERVICES

UNIT

CLEANSING AND SOLID WASTE

DEPARTMENT

DSW

PROCUREMENT DOCUMENT: GOODS / SERVICES

Documents can be obtained either in hard copy or electronic format, issued by the eThekweni Municipality:

- a) Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

Tender No: WS.7499

Title: REFUSE COLLECTION AND STREET CLEANING IN WELBEDACHT, LUSAKA, MADIBA AND BAYVIEW FOR A PERIOD OF 36 MONTHS – WARDS 69, 71, 72 AND 77

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: There will be no clarification meeting.

Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 29-07-2022. Email questions and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 04-08-2022.

Queries can be addressed to: Nomcebo Kuzwayo; Tel: 031-311-8954; eMail: nomcebo.kuzwayo@durban.gov.za

General / Contractual: Lindiwe Kubheka; Tel: 031-311-8965; eMail: lindiwe.kubheka@durban.gov.za

Technical: Siphwe Makhanya; Tel: 031-311-8343; eMail: siphwe.makhanya@durban.gov.za

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban (and not any other municipal department), no later than:

Closing Date: Friday, 12 August 2022

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: DSW

Issued: July 2022

Document Version: 02/03/2022

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)**INDEX**

Section		Page
1)	General Information.....	2
2)	Conditions of Tender (Goods / Services: July 2016).....	5
3)	Special / Additional Conditions of Tender	10
4)	Returnable Tender Documents	18
5)	General Conditions of Contract (NT Circular 52: July 2010)	30
6)	Special / Additional Conditions of Contract	37
7)	Scope and Specification of Required Supply / Services	50
	Drawing	65
8)	Bill of Quantities / Schedule of Rates/Activities	66
9)	Official Tender Form.....	70
10)	Forms and Returnable Documents	71

SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY
--

TENDER No.: **WS.7499**DESCRIPTION: **REFUSE COLLECTION AND STREET CLEANING IN WELBEDACHT, LUSAKA, MADIBA AND BAYVIEW FOR A PERIOD OF 36 MONTHS – WARDS 69, 71, 72 AND 77**CLOSING DATE / TIME: **Friday, 12 August 2022 at 11:00am**

All tenders must be submitted on official tender documentation issued in electronic format by the eThekwini Municipality. Electronically downloaded documentation should be printed by tenderer.

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested in writing to do so by the Employer, within the period contained in such a request. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If the tender is late, it will not be accepted for consideration.

Please note that t

he Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

Please note that the Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

Please note that the Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

Registration on the eThekwini Municipality's Database can be done via website: <https://ethekwinvendor.durban.gov.za/>

**NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

 -

 -

Cell phone Number:

 -

 -

Facsimile Number:

 -

 -

**Circle / Tick
Applicable**

Is your entity registered on the eThekweni Municipality's supplier database? YES / NO

If YES insert your PR Number: PR

Is your entity registered on the National Treasury Central Supplier Database (CSD)? YES / NO

If YES insert your MAAA Number: MAAA

Is your entity VAT registered? YES / NO

- If YES insert Vat Registration Number:

Has an original and valid **Tax Clearance Certificate** (MBD 2) been attached? YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted? YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted? YES / NO

Has a **B-BBEE Status Level Verification Certificate** (MBD 6.1) been submitted? YES / NO

- An accounting officer as contemplated in the Close Corporation Act.
- A verification agency accredited by the South African National Accreditation System (SANAS).
- A registered auditor.
- Sworn Affidavit.

If YES, who was the certificate issued by?

Has a **Declaration Certificate for Local Production and Content for Designated Sectors** (MBD 6.2) been submitted? YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted? YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted? YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? If YES, enclose proof. YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

INDEX

- 1. DEFINITIONS**
- 2. CONDITIONS OF TENDER & CONTRACT**
- 3. TENDER INFORMATION**
 - (1) General
 - (2) Obtaining Tender Documents
 - (3) Queries Relating to this Tender
 - (4) Briefing Session (Clarification Meeting)
 - (5) Closing Date and Delivery of Tender Submissions
 - (6) Tender Validity and Withdrawal of Tenders
- 4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES**
 - (1) Authority of Signatory
 - (2) Declaration of Municipal Fees
 - (3) Health and Safety
 - (4) Consolidated Municipal Bidding Documents
 - (a) MBD 2 : Tax Clearance Certificate
 - (b) MBD 4 : Declaration of Interest
 - (c) MBD 5 : Declaration For Procurement Above R10 Million
 - (d) MDB 6.1 : Preference Points Claim
 - (e) MBD 6.2 : Declaration Certificate for Local Production and Content for Designated Sectors
 - (f) MBD 8 : Declaration of Bidder's Past Supply Chain Management Practices
 - (g) MBD 9 : Certificate of Independent Bid Determination
 - (5) Official Tender Form
 - (6) Additional Schedules, Forms, or Certificates
- 5. INFORMATION TO BE SUPPLIED RE SUB-CONTRACTORS**
- 6. SAMPLES**
- 7. MANUFACTURERS**
- 8. CLARIFICATION**
- 9. PRICING**
- 10. ESTIMATED QUANTITIES**
- 11. DELIVERY, RISK, PACKAGES, ETC**
- 12. RATES OF EXCHANGE**
- 13. IMPORT PERMITS**
- 14. EVALUATION PROCESS**
- 15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**
- 16. NEGOTIATIONS WITH PREFERRED TENDERERS**
- 17. CANCELLATION OF TENDER PROCESS**
- 18. ACCEPTANCE OF TENDER**
- 19. PAYMENT and FACTORING**
- 20. APPEAL PROCESS**

SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the ***General Conditions of Contract*** are applicable to these ***Standard Conditions of Tender***. These definitions include:
 - “Closing time”
 - “Contract”
 - “Contract Price”
 - “Corrupt practice”
 - “Countervailing duties”
 - “Country of origin”
 - “Day”
 - “Delivery”
 - “Delivery ex stock”
 - “Delivery into consignees store or to his site”
 - “Dumping”
 - “Force majeure”
 - “Fraudulent practice”
 - “GCC”
 - “Goods”
 - “Imported content”
 - “Local content”
 - “Manufacture”
 - “Order”
 - “Project site”
 - “Purchaser”
 - “Republic”
 - “SCC”
 - “Services”
 - “Supplier”
 - “Tort”
 - “Turnkey”
 - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
 - (a) Detrimentally affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the ***Standard Conditions of Tender*** (Goods and Services), ***Special Conditions of Tender (SCT)***, ***General Conditions of Contract (GCC)*** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the ***Special Conditions of Contract (SCC)***, the ***Occupational Health and Safety Act*** (Act No. 85 of 1993), and the ***eThekweni Code of Conduct***.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the ***General Conditions of Contract*** and ***Special Conditions of Contract***. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and bound by tenderer. Hard copy versions are available as indicated on the tender notice, for the non-refundable tender charge as indicated in the ***SCT*** (payment by Bank Cheques (where the Drawer of the Cheque is the Bank) OR cash). Tender documents must be collected no later than 3 days prior to close of tender.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the ***SCT***.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the ***SCT***.

Failure to attend a ***compulsory*** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the Head: Supply Chain Management Unit, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 on the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

(1) **Authority of Signatory:** In terms of Clause 4(10)(c) of the Conditions of Tender.

(2) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.

All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.

(3) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(4) **Consolidated Municipal Bidding Documents** (which includes):

(a) **MBD 2:** Tax Clearance Certificate Requirements: *Bidders* are to include with their tender submission a valid (at time of tender closing), tax clearance certificate OR Tax Clearance Status PIN, which has sufficient validity to ensure that the tender process is adequately covered. Non-submission, or submission of an expired certificate/ TCS PIN, will preclude *Bidders* from the tender process.

(b) **MBD 4:** Declaration of Interest: All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.

Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:

- (i) Who is in the service of the state;
- (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
- (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.

Should a contract be awarded and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.

(c) **MBD 5:** Declaration for Procurement Above R10 Million (if applicable): For all procurement expected to exceed R10 million (all applicable taxes included), *tenderers* must complete this questionnaire.

(d) **MBD 6.1:** Preference Points Claim Form: For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a *tenderer* to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

(e) **MBD 6.2:** Declaration Certificate for Local Production and Content for Designated Sector: If this tender is subject to "Local Content and Production", the *tenderer* must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).

(f) **MBD 8:** Declaration of Bidders Past Supply Chain Management Practices Form: This form 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.

(g) **MBD 9:** Certificate of Independent Bid Determination: Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) Official Tender Form (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) Any additional Schedules, Forms, or Certificates as stated in the *SCT*.**5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. SAMPLES

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. MANUFACTURERS

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. CLARIFICATION

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. PRICING

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) Nett Prices

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) Unit Prices

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the *Conditions of Contract*.

(3) Firm Tenders

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) Value Added Tax (V.A.T)

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. ESTIMATED QUANTITIES

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may be in excess or less than the estimated quantities stated.

11. DELIVERY, RISK, PACKAGES, ETC

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the *SCT*.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- In the event of a *tender* being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{P - P_m}{P_m} \right)$$

Where the value of W is:

- 90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
80 where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000;
- P_m** is the comparative offer of the most favourable comparative offer; and
- P** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

Up to 100 minus W (see (1) above) tender evaluation points will be awarded for preference to *Bidders* who attain the BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points where W = 90	Number of Points where W = 80
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:

- Does not allow any preferred *Tenderer* a second or unfair opportunity;
- Is not to the detriment of any other *Tenderer*; and
- Does not lead to a higher price than the *tender* as submitted.

- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer* (s) shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate is included with the *tender* submission, which has sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page, 71 pages, 1 map and 11 pages of the Occupational Health and Safety's 37.2 Agreement and Covid 19. If an electronic version is downloaded from the internet the entire document is to be printed on A4 sized paper and appropriately bound.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

**Nomcebo Kuzwayo; Tel: 031-311-8954; eMail: nomcebo.kuzwayo@durban.gov.za
Lindiwe Kubheka; Tel: 031-311-8965; eMail: lindiwe.kubheka@durban.gov.za**

Technical Queries are to be directed to:

Siphiwe Makhanya; Tel: 031-311-8343; eMail: siphiwe.makhanya@durban.gov.za

SCT 3(4) TENDER INFORMATION: Briefing Session

There will be no clarification meeting.

Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 29-07-2022. Email questions and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 04-08-2022.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 12 August 2022 at 11:00am.**

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the **40th week** following the date on which tenders are opened.

SCT 14 **EVALUATION PROCESS**

With reference to Clause 14 of the Standard Conditions of Tender, the Tenderer's attention is drawn to the fact that the procedure for evaluation of responsive Tender Offers will only be in accordance with the eThekweni Municipality's current SCM Policy.

(1) **MANDATORY REQUIREMENTS**

In pricing for general workers, Bidders are required to comply with the prescribed minimum wage for general workers and number of employees specified in the tender document (Refer to ACC21 & ACC22). The prevailing minimum wage per hour is R25.58 (as at 01 March 2022) for Contract Cleaning Sector as gazetted by National Minimum Wage Act No.9 of 2018. Bidders who do not comply with this mandatory requirement will be disqualified from further evaluation.

(2) **FUNCTIONALITY CRITERIA**

Only bidders who score a minimum of 70 points will proceed to be considered for price and preference as stated in SCT14(3) below.

(3) **EVALUATION CRITERIA**

The details of the evaluation criteria are as follows:

(i) Tenderer's Experience:

- (a) It is essential that Tenderers submit reference(s) issued by Client for work/projects awarded, in progress or completed. Such reference must be in a letterhead and signed by the relevant Client. It must contain full company details and detailing the project description, project period (full start and end date) and project value.
- (b) Failure to submit a reference and/or without project description and/or project period (full start and end date) and/or project value will result to no scoring in tenderer experience criteria.
- (c) For ease of reference, Tenderers are required to complete the Schedule of Experience by Tenderer on page 14 listing projects/work as per the attached documentation in (i)(a) above.

(ii) Key Personnel's Experience:

- (a) It is essential that Tenderers submit curriculum vitae for each key personnel experience in previous and/or current employment. It must contain detailed job description and duration of employment (full start and end date).
- (b) Failure to submit the curriculum vitae will result to no scoring in key personnel experience criteria.
- (c) For ease of reference, Tenderers are required to complete the Schedule of Experience by Key Personnel on page 15 listing personnel as per the attached documentation in (ii)(a) above.

-
- (iii) Transportation and Waste Disposal:
- (a) It is essential that Tenderers submit logbook(s) of the vehicles owned by the Tenderers and intending to utilise in this contract. Submission of vehicle registration receipts instead of logbooks will not be considered.
 - (b) Where a tenderer intends to hire, a signed letter issued by a hiring company (not older than a month from close of tender) must be submitted detailing the quantity, type and size of vehicle(s). Reference must be made to Clause 9 of Section 7 (Scope and Specification of Required Work/Services) for the required vehicles.
 - (c) Failure to submit the any of the above will result to no scoring in transportation criteria.
 - (d) For ease of reference, Tenderers are required to complete the Schedule of Vehicles on page 16 listing vehicles as per the attached documentation in (iii)(a) or (iii)(b) above.
- (iv) Tenderers must meet minimum 70% threshold for functionality evaluation criteria. Tender offers that fail to score the minimum number of evaluation points for quality will be deemed as non-responsive.
- (v) Evaluation will be based on meeting the minimum functionality threshold, procurement points.
- (vi) The Tenderer's attention is drawn to the fact that:
- ❖ Having had performed work of similar nature in the area you are now bidding for, does not imply that you will automatically be awarded a score or the contract without complying to SCT14(i)(ii)(iii) above.
 - ❖ WS.7496, WS.7497, WS.7498, WS.7499, WS.7500, WS.7501, WS.7502, WS.7503, WS.7504, WS.7505, WS.7506 and WS.7563 are advertised simultaneously. No Tenderer will be awarded more than one of these twelve tenders. In the event that tenderers are considered most responsive for multiple tenders, the recommendation for award across the above tenders will be based such that best value for money is obtained for the Municipality.
- (vii) The evaluation criteria for measuring functionality are:
- The minimum number of evaluation points for Functionality is 70.
 - Scoring method : 0%, 40%, 70%, 90%, 100%
 - Scoring prompts : Refer to the next page.

FUNCTIONALITY ASSESSMENT SCHEDULE

For an entity to be evaluated on price & empowerment it must have an average score of 70% and above on the following indicators:

QUALITY CRITERIA	SUB CRITERIA	INDICATORS				
		(Score 0 %)	Poor (Score 40 %)	Satisfactory (Score 70 %)	Good (Score 90 %)	Excellent (Score 100 %)
1. EXPERIENCE OF TENDERER	Tenderer's experience related to similar projects. (30)	No supporting documents were submitted or the Tenderer has no relevant experience. <i>(Scored : 0 points)</i>	The Tenderer's experience in one or multiple completed contracts adding up to a minimum of 3 months or to a maximum of 24 months over the last 10 years. <i>(Scored : 12 points)</i>	The Tenderer's experience in one or multiple completed contracts adding up to a minimum of 25 months or to a maximum of 48 months over the last 10 years. <i>(Scored : 21 points)</i>	The Tenderer's experience in one or multiple completed contracts adding up to a minimum of 49 months or to a maximum of 72 months over the last 10 years. <i>(Scored : 27 points)</i>	The Tenderer's experience in one or multiple completed contracts adding up to over 72 months over the last 10 years. <i>(Scored : 30 points)</i>
2. EXPERIENCE OF KEY PERSONNEL	Key personnel (Manager and Supervisor) allocated to the project have limited experience. ❖ Manager (10) ❖ Supervisor (10) (20)	No supporting documents were submitted or Key personnel identified has no relevant experience. <i>(Scored : 0 points)</i>	Key personnel's experience in number of years in managing and/or supervision of projects of similar nature (waste collection and/or disposal) is below 3 years as at the closing date of tender. <i>(Scored : Manager – 4 points) Scored : Supervisor – 4 points)</i>	Key personnel's experience in number of years in managing and/or supervision of projects of similar nature (waste collection and/or disposal) is between 3 and 4 years as at the closing date of tender. <i>(Scored : Manager – 7 points) Scored : Supervisor – 7 points)</i>	Key personnel's experience in number of years in managing and/or supervision of projects of similar nature (waste collection and/or disposal) is between 4 and 5 years as at the closing date of tender. <i>(Scored : Manager – 9 points) Scored : Supervisor – 9 points)</i>	Key personnel's experience in number of years in managing and/or supervision of projects of similar nature (waste collection and/or disposal) is above 5 years as at the closing date of tender. <i>(Scored : Manager – 10 points) Scored : Supervisor – 10 points)</i>
3. TRANSPORTATION FOR DISPOSAL OF WASTE	Vehicles/Plant and Back-up for operational requirements (50)	No submission of relevant documentation for vehicles/plant. <i>(Scored : 0 points)</i>	Use of at least any two (2) trucks which are less than 4 ton. <i>(Scored : 20 points)</i>	Use of at least two (2), size 4 ton caged tipper truck vehicle(s). <i>(Scored : 35 points)</i>	Use of at least two (2), size 5.5 ton / 10m ³ / 5500 kg / 4x2 REL compactor. <i>(Scored : 45 points)</i>	Use of at least two (2), size 5.5 ton / 10m ³ / 5500 kg / 4x2 REL compactor and additional two (2) back-up vehicles which are at least 4 ton size caged tipper trucks. <i>(Scored : 50 points)</i>
TOTAL	100					

CRITERIA NO.1: FUNCTIONALITY**SCHEDULE OF EXPERIENCE BY THE TENDERER**

The Tenderer shall list the projects awarded. These may either be in progress or completed.

References must be in the Client's letterhead and indicate the project start date, project end date, project description, project value and any other relevant information.

The listed project must be accompanied by the valid signed reference issued by the relevant Client.

CLIENT NAME	PROJECT DESCRIPTION	REFERENCE LETTER ATTACHED (YES / NO)	PROJECT VALUE

FAILURE TO SUBMIT THE VALID REFERENCE WILL NOT SCORE FUNCTIONALITY CRITERIA NO.1

SIGNED ON BEHALF OF THE TENDERER:

CRITERIA NO.2: FUNCTIONALITY**SCHEDULE OF EXPERIENCE BY KEY PERSONNEL**

The curriculum vitae for the identified key personnel must be submitted. The detailed previous and/or current employment must be included as well as the employer contact details.

NAME OF KEY PERSONNEL	NAME EMPLOYER AND EMPLOYMENT START & END DATE	CURRIVULUM VITAE (YES / NO)

**FAILURE TO SUBMIT THE CURRICULUM VITAE WILL NOT SCORE
FUNCTIONALITY CRITERIA NO.2**

SIGNED ON BEHALF OF THE TENDERER:

CRITERIA NO.3: FUNCTIONALITY**SCHEDULE OF VEHICLES/PLANT TO BE USED**

The Tenderer must attach logbook(s) of vehicle(s) owned by the Tenderer or document to hire if intending so.

TYPE OF VEHICLE	MODEL	SIZE	REFERENCE DOCUMENT ATTACHED (YES / NO)

FAILURE TO SUBMIT WILL NOT SCORE FUNCTIONALITY CRITERIA NO.3

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided in the relevant portions of the tender submission.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

ACT 2 ELIGIBILITY – BILL OF QUANTITIES AND BUDGET ANALYSIS

- (i) The rates and prices tendered must be adequate to cover the cost of work, to sustain the contract, provide the reliable delivery of services for the duration of the contract.
- (ii) The bill of quantities / schedule of rates must be aligned to the balance of rates to ensure that the operational components of the project will be realised for the duration of 36 months.
- (iii) **Notwithstanding all the operational costs and senior staff costs, the Tenderer's attention is drawn to the fact that the sum of Items 2.1 to 2.5 and Item 3 of Section 8: Bill of Quantities / Schedule of Rates / Activities must cover the thirty-six (36) months wages of the general workers. The items' sum will be taken into consideration in the evaluation of tenders in order to certify that Clause ACC21 (minimum wage) and Clause ACC22 (minimum number of employed workers) will be complied with by sustaining the payment of general workers for a period of thirty-six months.**
- (iv) **Based on the outcome of risk assessment, any tender offer that is below the total sum of twelve amounts in the Bill of Quantities which are 2.1; 2.2; 2.3; 2.4; 2.5; 3; together with the amounts provided for in the Bill of Quantities 4.2.1; 4.3.1; 4.4.1; 4.5.1; 5.1 and 5.2, will be deemed unbalanced and regarded as non-responsive.**

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

a) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR
Refer to Notes at the bottom of the page				

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. **WS.7499** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

b) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number</u> : to be completed by tenderer.
Consolidated Account No.	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Electricity	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Water	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Rates	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Other	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Other	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Other	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. **ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the Municipality.**

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- **Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).**

NAME : (Block Capitals)

SIGNATURE : DATE:

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

c) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME : (Block Capitals)

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

d) CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million.....	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes
H	MBD9: Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

1. MSCM Regulations: "in the service of the state" means to be:
 - (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal enterprise;
 - (c) an official of any municipality or municipal enterprise;
 - (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise; or
 - (f) an employee of Parliament or a provincial legislature.
2. "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
3. Includes price quotations, advertised competitive bids, limited bids and proposals.
4. 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.

Ref	Description	Complete as Applicable
-----	-------------	------------------------

SECTION A : GENERAL ENTERPRISE INFORMATION

1.0	Full Name of bidder or his or her representative	
1.1	ID Number of bidder or his or her representative	
1.2	Position occupied in the enterprise	
2.0	Name of enterprise:	
2.1	Tax Reference number, if any:	
2.2	VAT registration number, if any:	
2.3	CIDB registration number, if any:	
2.4	Company registration number, if applicable:	
2.5	Close corporation number, if applicable:	
2.6	Supplier reference number (PR), if any:	PR:
2.7	South African Revenue Service Tax Compliance Status PIN :	
2.8	National Treasury Central Supplier Database registration number	MAAA:

3.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No. *
Use additional pages if necessary			

Ref	Description	Complete or Circle Applicable
-----	-------------	----------------------------------

SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document

SECTION C : MBD 4 : DECLARATION OF INTEREST

No bid will be accepted from persons "in the service of the state". Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0 Are you presently in the service of the state? If yes, furnish particulars :	YES	NO
2.0 Have you been in the service of the state for the past twelve months? If yes, furnish particulars :	YES	NO
3.0 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? If yes, furnish particulars :	YES	NO
4.0 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? If yes, furnish particulars :	YES	NO
5.0 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
6.0 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
7.0 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 business whether or not they are bidding for this contract? If yes, furnish particulars:	YES	NO
8.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A .		

Ref	Description	Complete or Circle Applicable
-----	-------------	----------------------------------

SECTION D : 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.

1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	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? 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. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO

SECTION E : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The Employer reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Employer.

DECLARATION

1.0	B-BBEE Status Level of Contribution claimed:		
	Will any portion of the contract be sub-contracted?	YES	NO
	If YES, indicate:		
	(i) what percentage of the contract will be subcontracted?		
	(ii) the name of the sub-contractor?		
	Name :		
	(iii) the B-BBEE status level of the sub-contractor?		
	(iv) whether the sub-contractor is an EME?	YES	NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document

Ref	Description	Complete or Circle Applicable
-----	-------------	----------------------------------

SECTION F : MBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$
Where : x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT).
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.
The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.
- 1.6 A bid may be disqualified if –
(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.
- 2.0 Definitions
- 2.1 “bid” includes written price quotations, advertised competitive bids or proposals;
- 2.2 “bid price” price offered by the bidder, excluding value added tax (VAT);
- 2.3 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6 “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3.0 The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:
- | <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| | % |
| | % |
| | % |

Ref	Description	Complete or Circle Applicable
-----	-------------	----------------------------------

- 4.0 Does any portion of the services, works or goods offered have any imported content?

YES	NO
-----	----
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid. The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):
- US Dollar : Pound Sterling : Euro : Yen : Other :
- NB: Bidders must submit proof of the SARB rate (s) of exchange used.
- 5.0 Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

YES	NO
-----	----
- 5.1 If yes, provide the following particulars:
- (a) Full name of auditor:
- (b) Practice number: (c) Telephone number:
Cell number:
- (d) Email address:
- (Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)
- 6.0 Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

.....
IN RESPECT OF BID No:

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

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

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;
- | | |
|---|---|
| (a) Bid price, excluding VAT (y) | R |
| (b) Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| (c) Stipulated minimum threshold for local content (paragraph 3 above)..... | % |
| (d) Local content %, as calculated in terms of SATS 1286:2011 | % |

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

Ref	Description	Complete or Circle Applicable
-----	-------------	-------------------------------

SECTION G : MBD8 : DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully 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).

In order to give effect to the above, the following questions must be answered.

1.0	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem 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.</p> <p>If yes, furnish particulars :</p>	YES	NO
2.0	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> <p>If yes, furnish particulars :</p>	YES	NO
3.0	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p> <p>If yes, furnish particulars :</p>	YES	NO
4.0	<p>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?</p> <p>If yes, furnish particulars :</p>	YES	NO
5.0	<p>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?</p> <p>If yes, furnish particulars :</p>	YES	NO

SECTION H : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

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.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- (a) take all reasonable steps to prevent such abuse;
- (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

Ref	Description	Complete or Circle Applicable
3.0	I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;	
4.0	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;	
5.0	For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who: <ul style="list-style-type: none"> • has been requested to submit a bid in response to this bid invitation; • could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and • provides the same goods and services as the bidder and/or is in the same line of business as the bidder. 	
6.0	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium ³ will not be construed as collusive bidding. (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.	
7.0	In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: <ul style="list-style-type: none"> • prices; • geographical area where product or service will be rendered (market allocation); • methods, factors or formulas used to calculate prices; • the intention or decision to submit or not to submit, a bid; • the submission of a bid which does not meet the specifications and conditions of the bid; • bidding with the intention not to win the bid. 	
8.0	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.	
9.0	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.	
10.0	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.	

SECTION I : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) are within my personal knowledge and are to the best of my belief both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2011) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

TABLE OF CLAUSES

1.	Definitions	32
2.	Application.....	32
3.	General	32
4.	Standards.....	33
5.	Use of contract documents and information inspection.....	33
6.	Patent Rights	33
7.	Performance security.....	33
8.	Inspections, tests and analyses.....	33
9.	Packing.....	33
10.	Delivery and documents	33
11.	Insurance	33
12.	Transportation	33
13.	Incidental Services	34
14.	Spare parts.....	34
15.	Warranty.....	34
16.	Payment.....	34
17.	Prices	34
18.	Variation orders.....	34
19.	Assignment	34
20.	Subcontracts	34
21.	Delays in the supplier's performance	34
22.	Penalties	35
23.	Termination for default	35
24.	Anti-dumping and countervailing duties and rights.....	35
25.	Force Majeure	35
26.	Termination for insolvency	35
27.	Settlement of Disputes	36
28.	Limitation of Liability	36
29.	Governing language	36
30.	Applicable law.....	36
31.	Notices.....	36
32.	Taxes and duties	36
33.	Transfer of contracts.....	36
34.	Amendments of contracts	36
35.	Prohibition of restrictive practices.....	36

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the **amount specified in SCC**.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, **unless otherwise specified**.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, **including additional requirements**, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms **specified in the contract**.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery **in the manner specified**.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, **this shall be specified**.

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 **CONTRACT**

This contract will commence and terminate on occurrence of the following events respectively:

- within one month following the issue of letter of award.
- after 36 months, unless otherwise stated.

SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

SCC 11.1 **INSURANCE**

(i) Insurances for Public Liability / Third Party and Motor Vehicle

Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Service effect and maintain the following insurances covering the respective interests of the Contractor and the Council.

- a) Third Party insurance in the amount of **R5 000 000** for any single claim,
- b) Motor Vehicle insurance covering the full value of all vehicles to be used on the Contract.
- c) The insurances shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to the approval by the Council, which approval shall not be unreasonably withheld.
- d) The Contractor shall produce to the Council, within a period of 20 working days from receipt of the Letter of acceptance, the policies by which the insurances are effected and proof of the payment of all premiums thereunder. During the duration of contract, the Contractor shall produce proof of the continuity of the policies within 10 working days following of a request by the Client.

Should the Contractor fail to comply with this Clause, the Council shall have the right to terminate the contract without any payment being due to the Contractor under the contract.

(ii) Workman's Compensation Insurance

The Contractor's workers and any Sub-contractors and/or their respective employees must be covered in terms of the compensation for Occupational Injuries and Diseases Act No. 130 of 1993.

The Contractor must submit a certificate of good standing from the Commissioner and the Compensation Registration Number prior to commencement of the works and thereafter on an annual basis.

Should the Contractor fail to comply with this Clause, the Council shall have the right to terminate the contract without any payment being due to the Contractor under the contract.

SCC 16.1 **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 **PRICES**

The value of each certificate issued shall be increased or decreased by the amount obtained by multiplying "Ac" defined in this Schedule, by the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula:

$$(1-x) \left\{ \frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cFt}{Fo} - 1 \right\}$$

in which the symbols have the following meanings:

"x" is the proportion of "Ac" which is not subject to adjustment. In this contract "x" shall have the value 0,15.

"a", "b", and "c" are the coefficients deemed to represent the proportionate value of the labour, plant and fuel, respectively. The arithmetical sum of the coefficients shall be unity.

The value of the coefficients in this contract shall be as follows:

a = .50

b = .35

c = .15

- "L" is the minimum hourly wage payable to labourers determined in Sectoral Determination 1: Contract Cleaning Sector's Area B and published by Government Gazette.
- "P" is the "Plant Index" and shall be the Index for "Plant and Equipment" as published by Statistics South Africa in Table 4 of PO151.1 of Contract Price Adjustment Provisions (CPAP).
- "F" is the "Fuel Index" and shall be the fuel index for "Coal and Petroleum Products - Diesel" as published by Statistics South Africa in Table 1 of PO142.1 of Contract Price Adjustment Provisions (CPAP).

The suffix "o" denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction which may be necessary when corrected indices become known shall be made by the Engineer in subsequent payment certificates.

For the purpose of calculating the adjustment to the value of the relevant certificates, the amount "Ac" shall be determined by the formula -

$$Ac = T - S - D - E - Ap$$

in which the symbols have the following meanings.

“T” shall be the total value of Preliminary and General items and work done as certified in the certificate under consideration before the deduction of any penalties and before any adjustments made in terms of this Schedule.

“S” shall be the aggregate of (i), (ii) and (iii) referred to below:

- (i) the amount actually expended and substituted for any P.C. amounts
- (ii) the value of any work done against provisional sums
- (iii) the value of any extra or additional work

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” shall be the value of work included in “T” done at new rates fixed in terms of Clause 7(2) of Section 7 (Scope and Specification of Required Work/Services) hereof, where those rates are not based on labour, plant or materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the base month of the indices, in which case work done at these rates shall not be included in the value of “D”.

“E” shall be the value of the penalties as determined in terms of Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

“Ap” shall be the sum of “Ac” amounts determined above for all certificates preceding in time the certificate under consideration.

SCC 21.1 DELAYS IN THE SUPPLIER’S PERFORMANCE

The time schedule for the delivery of services is specified in Clause 16 of Section 7 (Scope and Specification of Required Work/Services).

SCC 22.1 PENALTIES

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.”

SCC 23 TERMINATION FOR DEFAULT

In the event that the first most responsive tenderer is awarded the contract and defaults during the contract period, the Council may seek authority to appoint the second most responsive Tenderer to provide the service.

Should the second most responsive be unable to render services, authority may be sought for the third most responsive tenderer to provide service.

ADDITIONAL CONDITIONS OF CONTRACT
ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC3 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act:

The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC4 DAMAGE TO PERSONS AND PROPERTY

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC5 SERVICE PROVIDER OFFICE REQUIREMENTS

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary).

ACC6 EMPOWERMENT REQUIREMENT

eThekweni municipality has, in the SCM policy, made accommodation for subcontracting to designated groups, where possible, which are defined as follows:

- a) an EME or QSE which is at least 51% owned by black people;
- b) an EME or QSE which is at least 51% owned by black people who are youth;
- c) an EME or QSE which is at least 51% owned by black people who are women;
- d) an EME or QSE which is at least 51% owned by black people with disabilities;
- e) an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;

- f) a co-operative which is at least 51% owned by black people;
- g) an EME or QSE which is at least 51% owned by black people who are military veterans;
- h) an EME or QSE.

It is a condition of contract that a minimum of 30% of the value of contract's scope of work must be sub-contracted to four (4) of the targeted groupings that are 76 percent owned Priority Population Groups as per the SCM Policy.

ACC7 **EMPOWERMENT REQUIREMENT: CPG PENALTY**

Failure to meet the contract participation goal shall result in the application of penalties, at the discretion of the Employer, payable in Rands, equal to one and a half times the difference between the tendered and achieved participation goals multiplied by the Award Value and divided by one hundred.

ACC8 **LABOUR EMPLOYMENT**

All labour employed on the contract, except key personnel, must reside in the contract area.

At least 50% of all operational staff working on this contract shall be woman and youth located within Wards 69, 71, 72 and 77.

The Council shall have the right to terminate the Contract if it is found that the general labour other than the local labour is being used.

ACC9 **CONTRACTOR'S MANAGER AND DSW'S REPRESENTATIVE**

(1) Duties and Powers

The Contractor's Manager is to administer the contract as agent of DSW in accordance with the provisions of the Contract. He shall therefore carry out such duties and functions as are required in terms of the Contract.

The Client shall appoint a representative to assist with quality control and evaluation of work done by the Contractor.

(2) Contractor's Right to Refer to the DSW Management

If the Contractor is dissatisfied with any order or instructions by the DSW's Representative, he shall be entitled to refer the matter to the DSW management who shall either confirm, reverse, or vary such order or instruction.

ACC10 **BASIS OF CONTRACT**

(1) Available Data

EThekweni Municipality shall make available to the Contractor, as part or by reference in the tender document, certain data relevant to the service, but the Contractor shall be responsible for his own interpretations thereof and deductions therefrom.

(2) Contractor Deemed to have Inspected the Site

The Contractor shall be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender as to the following but not exclusively:

- a) The nature of the Contract area and its inhabitants and the condition of the streets and accesses,
- b) The nature and quantity of the wastes to be collected and services to be provided,

- c) The nature and position of the landfill site, and in general, shall be deemed to have obtained the information as to risks, contingencies and all other circumstances which may influence or affect his tender.

(3) Contractor to Satisfy Himself as to the Correctness of his Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the service and of the rates and prices stated in the priced Bill of Quantities / Schedule of Rates, which rates and prices shall collectively cover the full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper performance of the Service.

(4) Extent of the Contractor's Obligation

The Contractor shall, save in so far as it is legally or physically impossible,

- a) Execute and perform the service and remedy any faults in accordance with the provisions of the Contract,
- b) Provide superintendence, labour, materials, plant, and facilities including all requisite transport and all other things, whether of a temporary or permanent nature, required for the performance of the service.

(5) Work to be in Accordance with the DSW's Instructions

The Contractor shall, in carrying out his aforesaid obligations, comply with DSW's instructions on any matter relating to the performance of the service.

The Contractor shall take instructions only from DSW official assigned to this contract.

(6) Compliance with Applicable Laws

The Contractor shall, in the performance of the Contract, comply with all applicable laws and shall in particular, on request of the Manager, provide proof that he has complied with all laws relating to

- a) Wages and conditions of work, and
- b) Safety.
- c) Road Traffic Ordinance

(7) Retention

The Contractor shall make provision for contract retention to a value of **R20 000** which amount shall be deducted by the Council from monies due to the Contractor on the issue of the first payment certificate due to the Contractor.

Upon completion of the Contract and the amount (excluding any interest accruing over the period of the Contract) shall be included upon payment of the final certificate.

ACC11 CONTRACT SITE

(1) Access to and Possession of the Site

The Council shall,

- a) On the Commencement Date, give right of access to site to the Contractor, and
- b) From time to time as the Service is performed, give to the Contractor access to such additional developments and disposal sites as may be required to enable the Contractor to proceed with the performance of the Service.

(2) Use of Land

The Contractor shall not use the Site or land connected with the performance of the Service, or cut down trees or vegetation, for any purpose whatsoever other than for the proper performance of the Service and shall locate any facilities that may be required for the Contract in such areas as may be agreed with the Manager.

ACC12 **CONTRACTOR'S GENERAL OBLIGATIONS**

(1) Pollution Prevention and Interference with Access

All operations necessary for the performance of the service shall, as far as compliance with the requirements of the Contract permits, be carried out so as not to cause unnecessary noise or pollution, or to interfere unnecessarily or improperly with the public services, or the access to, use and occupation of public or private roads and footpaths or properties, whether in possession of the Council or of any other person.

(2) Traffic

The Contractor shall use every reasonable means to prevent congestion of or damage to any of the roads, bridges or accesses due to the waste collection vehicles or any other transport arrangements.

ACC13 **CONTRACTOR'S EMPLOYEES**

(1) Engagement of Employees

The Contractor shall make his own arrangements for the engagement of all employees and for their payment, housing, feeding and transport and the Contractor hereby indemnifies the Council against any liability arising out of the Contractor's said arrangements with his Employees.

The Contractor shall comply with all Statutory Regulations regarding the employment of Labour and in particular "The Basic Conditions of Employment Act".

Should the Contractor fail to comply with this Clause, the Council shall have the right to terminate the Contract.

(2) Care of Employees

The Contractor shall provide and maintain on the Site adequate and suitable sanitary and first aid services and a supply of potable water for his employees engaged on the Contract.

(3) Information in Respect of Employees

The Contractor shall, if instructed by the Manager, deliver to the Manager information, in such form, and at such intervals as the Manager may prescribe, in respect of the Employees from time to time employed by the Contractor.

(4) Motor Vehicle Driver

The Contractor shall ensure that all personnel in charge of a motor vehicle shall be in possession of a valid driver's licence and professional driving permit, if required, for such a vehicle in terms of the relevant Road Traffic Act.

The Contractor shall submit proof of compliance with this clause on demand by the Manager. The Contractor will not be permitted to operate a motor vehicle unless it is driven by a person in possession of a valid licence and permit applicable to that class of vehicle.

ACC14 MATERIALS, PERFORMANCE AND PLANT**(1) Quality of Materials, Performance and Plant**

All materials, performance and plant shall be of the respective kinds described in the Contract and in accordance with the Manager's instructions or, failing such description or instruction, of the respective kinds suitable for the purpose intended and shall, from time to time, be subjected to inspection by the Manager or such persons as the Manager may direct.

(2) Inspection of Plant

The Contractor shall, at intervals required in the Specification and at such other intervals as the DSW Manager may require, submit all his/her Plant for inspection by the DSW Manager. All plant shall be in good working order and suitable for the purpose for which it has been intended.

Prior to the start of the Contract, the Contractor shall produce a valid license, and current Certificate of Roadworthiness for all vehicles to be used on the Contract. During the Contract the DSW Manager may (if he has reasonable cause) instruct the Contractor to have any vehicle re-checked for C.O.R. Failure to comply with the Managers instruction in this regard may result in the vehicle being ordered off the Contract, and if necessary, the enforcement of clause ACC15 (4).

All vehicles shall be kept in a neat and presentable condition.

Failure to adhere to the conditions of this clause may result in the Contractor being penalised in terms of Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

(3) Inspections of Service

The Contractor shall, at regular intervals as prescribed by the DSW Manager, carry out his own inspection of the Site to ensure that the performance of the Service is at all times in accordance with the Specification. The Contractor shall be deemed to have allowed for such inspections in his tender.

DSW will carry out independent inspections and will record his findings. If any inspection by the DSW Manager or his authorised representative shall establish that the Performance, Plant or Materials do not comply with the Contract, the Contractor shall not be paid any amount in respect of the element of the Service concerned until the fault or defect has been remedied.

(4) Improper Performance

The DSW Manager shall, during the performance of the Service, have the power to order from time to time such remedial work and actions as may be required to rectify any neglect by the Contractor in terms of his performance.

In the case of failure on the part of the Contractor to carry out such order within reasonable time, the Council shall be entitled to make alternative arrangements to carry out the same and all costs consequent thereon or incidental thereto, in excess of what would have been paid to the Contractor, shall be borne by the Contractor and shall be recoverable from him by the Council.

ACC15 VARIATIONS**(1) Rights to Variations**

If, at any time during the Contract Period, the Manager shall require any variation of the form, quality or extent of the Service or any part thereof that may in his opinion be necessary or for any reason appropriate, he shall have power to order the Contractor to do any of the following;

- a) Increase or decrease the scope of the Service as defined in the Contract,
- b) Omit any portion of the Service, and

- c) Change the specified or approved sequence or method of performing the Service.

No such variation shall in any way vitiate or invalidate the Contract, but the value (if any) of such variations shall be taken into account in ascertaining the amount of the Contract Price.

No such variation shall be made by the Contractor without an order in writing (herein referred to as a "Variation Order") by the Manager.

ACC16 **REGISTRATION AS A VALUE ADDED TAX VENDOR**

The Contractor shall register with the appropriate authority as a Value Added Tax (VAT) vendor, and shall furnish the Manager with his VAT registration number and shall provide proof of good standing with the South African Revenue Service within 1 month of being instructed to do so by the Manager. **Failure to register as a VAT vendor as instructed above may result in the termination of the contract.**

No payment certificates shall be approved and forwarded to the Council for payment until the said VAT registration number is furnished to the Manager.

The Council may request the Contractor to provide regular proof of compliance of all VAT regulations. This shall take the form of a letter of good standing from the South African Revenue Services as referred to above.

Upon failure of the Contractor to provide the letter of good standing from the South African Revenue Services as referred to above, the Council shall have the right to terminate the contract.

ACC17 **CLAIMS, CERTIFICATES AND PAYMENT**

(1) Quantities

The quantities set out in Clause 3 of Section 7 (Scope and Specification of Required Work/Services) are the estimated quantities of the work and they are not to be taken as the actual and final quantities of the works to be executed by the Contractor in fulfilment of his obligations under the Contract.

(2) Measurement of Work

The Manager shall ascertain and determine the amount of work performed.

The work shall be measured in accordance with the methods and procedures described in the Specifications.

(3) Monthly Payments

The Contractor shall be paid monthly on the certificate of the Manager the amount due to him in respect of the value of the services performed within the previous month.

The payment of Sub-contractors shall be made by the appointed Contractor directly to the Sub-contractors.

(4) Correction and Withholding of Certificates

The Manager may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have power to withhold certification in respect of any part of the Service, which is not being carried out to his satisfaction.

(5) Tendered Rates and Prices

Except as provided for in this Clause, the tendered rates and prices shall be final and binding throughout the period of the Contract.

ACC18 REMEDIES AND POWERS**(1) Termination by Council**

If the Manager certifies in writing to the Council that in his opinion the Contractor:

- a) Has abandoned the Contract, or
- b) Without reasonable excuse has failed to commence the service or has suspended the service for 72 hours after receiving from the Manager written notice to proceed, or
- c) Has failed to proceed with the Service with due diligence, or
- d) Is not executing the Service in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) Has, to the detriment of the Service or in defiance of the Manager's instructions to the contrary, sub-let any part of the Contract, or
- f) Has assigned the Contract or any part thereof without the consent in writing of the Council, then the Council may, after giving seven days' notice in writing to the Contractor terminate the Contract and expel the Contractor from the Site without thereby releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Council or the Manager by the Contract.

Should the contract be terminated as described above, the Council shall have the right to provide the service himself, or use any other party to provide the service, and recover any additional costs so incurred, from the Contractor.

(2) Valuation at Date of Termination

The Manager shall as soon as may be practicable after any such termination and expulsion by the Council certify what amount (if any) had at the time of such termination and expulsion been reasonably accrued to the Contractor in respect of work then actually done by him under the Contract.

(3) Payment after Termination

If the Council shall terminate the Contract and expel the Contractor, the Contractor shall be entitled to receive only such sum or sums (if any) as the Manager may certify would have been due to him up to the date of termination and expulsion, less any amounts due to the Council in terms of ACC 19 (4) of the Additional Conditions of Contract.

(4) Default by Council

In the event of the Council:

- a) Failing to pay the Contractor the amount due under any certificate of the Manager within 14 days after the expiry of the time of payment stated in the Tender; or
- b) Unreasonably interfering with or obstructing the issue of any such certificate; or
- c) Becoming insolvent; or
- d) Assigning the contract without the consent in writing of the Contractor, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate the employment of the Contractor under the Contract by giving notice in writing to the Council.

Upon the giving of such notice, the Council shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated in accordance with the Contract but in addition the Council shall pay to the Contractor the amount of any loss

or damage to the Contractor arising out of or in connection with or by consequence of such termination.

Nothing in this Clause contained shall prejudice the right of the Contractor to exercise either in lieu of or in addition to the rights and remedies in the Clause specified, any other rights or remedies to which the Contractor may be entitled.

ACC19 **SPECIAL RISKS**

(1) Outbreak of Unrest

If during the course of the Contract there shall be an outbreak of unrest, which materially affects the execution of the Service, the Contractor shall, unless and until the Contract is terminated in terms of this Clause, use his best endeavours to continue the Service.

The Council shall be entitled at any time after such outbreak to terminate the Contract by giving notice in writing to the Contractor. Upon such notice being given the Contract shall (save as to the rights of the parties under this Clause and to the operation of the Clause providing for the settlement of disputes) terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

(2) Increased Costs Arising from Unrest

Unless and until the Contract is terminated as aforesaid the Contractor shall be entitled to reimbursement of any increased cost of or incidental to the execution of the Service which is attributable to or consequent on the result of the said outbreak of unrest but the Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith agree with the Manager the quantum thereof in writing.

(3) State of Emergency

If a state of emergency declared by the Government or riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor shall materially disrupt the provision of labour or the operation of the Plant for a period of at least 30 days during the course of the Contract, the Contractor shall be entitled to terminate the Contract by notice in writing to the Council unless the Council shall agree to bear any resultant additional costs involved in continuing the Service.

(4) Payment if Contract Terminated

If the Contract shall be terminated on any account in terms of this Clause the Contractor shall be paid by the Council (in so far as such amounts or items shall not already have been covered by payment on account to the Contractor) for all Services performed prior to the date of termination at the rates and prices provided in the Contract and any additional sum payable under the provisions of this Clause.

ACC20 **SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between the Council or the Manager and the Contractor in connection with or arising out of the Contract, it shall be referred to and settled by the Manager, who shall state his decision in writing and give notice of the same to the Council and the Contractor.

Such decision in respect of every matter so referred shall be final and binding upon the Council and the Contractor and the Contractor shall proceed with the works with all due diligence, whether or not notice of dissatisfaction is given by him or by the Council as hereinafter provided.

If the Council or the Contractor is dissatisfied with any such decision of the Manager, the parties shall refer the matter without legal representation to a mediator at a place and time to be determined by him. The mediator shall, within a reasonable period, express in writing, an opinion on the matter and furnish the Council, the Manager and the Contractor each with a copy thereof by hand or by

registered post. The opinion so expressed by the mediator shall be final and binding on the Council and the Contractor.

If the dispute is unresolved after mediation, the matter shall be referred to a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after delivery of the Mediator's opinion.

In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules of the Conduct of Arbitration's issued by the Association of Arbitrators, which are current at the time of arbitration.

The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

The cost of the said mediation or arbitration, which shall include the said mediators or arbitrator's expenses and fees, shall be borne equally by the Council and the Contractor.

ACC21 **MINIMUM WAGES**

The Contractor shall be obliged under this Contract to pay wages that, in the case of any category of employee, are not less than the minimum wages under Sectoral Determination 1 (Contract Cleaning Sector) as promulgated in the National Minimum Wage Act No.9 of 2018.

The current minimum wage rate is R25.58 per hour (as at 01 March 2022), which equates to a monthly salary of approximately R4 434.59 for 8 hour day shift on week days only and excludes public holidays and any overtime. The Tenderer should note that the average of 21.67 days per month for week days only was used when calculating the above.

The Tenderer's attention is drawn to the fact that they should make provision in their Tender prices for all costs associated with meeting the minimum conditions of employment such as leave pay, U.I.F. payments and Workmen's Compensation payments.

Tenderers may be requested to justify their rates and prices where it appears that they are too low to sustain the payment of the required minimum wage rates. Tenders that contain rates and prices that can be shown to be too low to sustain the applicable minimum wage rates shall be entirely disregarded.

Failure to adhere to the aforesaid requirement shall constitute grounds for the termination the Contract under Clause 23 of the General Conditions of Contract.

ACC22 **EMPLOYMENT OF CONTRACTOR'S WORKERS**

The expected number of workers to be employed by the Contractor shall be not less than forty (40) in total, inclusive of a supervisor/manager.

The employed staff stipulated in this clause shall exclude costs of Contractor's administration/office staff and sub-contractors' workers/staff.

ACC23 **APPOINTMENT OF SUB-CONTRACTOR**

The Contractor shall appoint four (4) subcontractors, one per ward, under this contract. The cost of sub-contracting is provided for in the Bill of Quantities 5.1.

ACC24 **EMPLOYMENT OF SUB-CONTRACTOR'S WORKERS**

The minimum number of workers employed by each Sub-Contractor shall not be less than three (3) in total. The cost of sub-contracting is provided for in the Bill of Quantities 5.1.

ACC25 **PAYMENT OF SUB-CONTRACTORS**

The Contractor shall appoint one sub-contractor per ward under this contract (total 4 subcontractors).

Each sub-contractor shall be allocated approximately 1,200 households to service including litterpicking and/or street sweeping within the area. Where the informal units are below 8,400 in the entire contract area, the remainder shall be taken from the formal houses where the sub-contractor will be providing the service as well.

A monthly payment of R23 000.00 per each sub-contractor shall be made onto the Contractor's payment certificate. A yearly increase of five (5) percent will be applied which will equate to R24 150.00 per month per sub-contractor and R25 357.50 per month per sub-contractor during the 2nd and 3rd year of the contract, respectively.

The sub-contractor shall invoice the Main Contractor who will then make a payment to the sub-contractor for services rendered.

All waste collected by the Sub-Contractor within their allocated area shall be placed at the identified and communicated collection points within the contract area. The Main Contractor will dispose by collecting the stacked waste and transport to the landfill site.

The Main Contractor will also be compensated for Sub-Contractor management fee.

The cost of service under sub-contracting is provided in the sum allowed in Item 5.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

ACC26 **HEALTH AND SAFETY REQUIREMENTS**

The successful service provider will be required to comply with the Health and Safety requirements as specified in Clause ASS5 of Section 7 (Additional Scope and Specification).

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

1. GENERAL DESCRIPTION

This specification applies to the provision of refuse collection services in Welbedacht, Lusaka, Madiba and Bayview incorporating the following:

- On-going collection of refuse from occupied premises in formal areas, including disposal.
- On-going collection of refuse and the disposal thereof, from occupied premises and open areas in informal areas.
- On-going litter picking in road reserves, removal of animal carcasses and clearing out open stormwater channels.
- On-going litter collecting, street sweeping and clearing of bins around businesses.
- Disposal of waste/refuse collected in the entire contract area to be done by the Main Contractor at Lovu Landfill Site.

2. SCOPE

The Contract comprises the removal of refuse from the contract area and nearby informal areas, and shall include the following:

2.1 Collection and Disposal of Refuse from Formal Developments by the Main Contractor

- The collection of empty bags from a DSW Depot and delivery of a pack of 26 black bags to each residential unit per quarter (3 months' supply).
- The weekly collection of all refuse placed in bags or other containers from the households or on the street verge.
- The delivery of a specified number of bags to each non-residential user (institutional and commercial enterprise) in the contract zone and the weekly collection of all waste from these users, in accordance with the schedule as determined by the Manager.
- The three times weekly collection of refuse from drums, either free standing or placed in a swivel arrangement, at community areas such as schools, shopping centres, taxi ranks, etc.
- The disposal of all refuse collected, as described above, at the Lovu Landfill Site as primary disposal or as directed by the DSW Official.

2.2 Collection and Disposal of Refuse from Informal Developments by the Main Contractor and Subcontractors

- The collection of empty bags from DSW depot by the Main Contractor.
- The delivery of a pack of 26 black bags to each informal house per quarter by Main Contractor and Sub- Contractor to their allocated households.
- The Main Contractor and Subcontractor shall collect, in their allocated areas, all refuse placed in bags or other containers outside the house.
- The Main Contractor and Subcontractor shall provide litter picking on the open areas surrounding the houses in their allocated areas.
- The Main Contractor and Subcontractor shall provide street sweeping of roads in their allocated areas.

- All refuse collected, as described above, from the Main Contractor Area and Sub-Contractor Area shall be disposed only by the Main Contractor at the Lovu Landfill Site as a primary disposal site or as directed by the DSW Official.

2.3 General Refuse Services

- The Main Contractor and Subcontractor shall litter pick all litter and refuse in road reserves in selected areas and open spaces within their allocated areas. All litter collected shall be disposed by the Main Contractor.
- All litter, piles of refuse, carcasses, rubble and refuse from open stormwater drains shall be cleared by both the Main Contractor and Subcontractor in their allocated areas. All litter shall be disposed by the Main Contractor.
- The disposal of all refuse collected, as described above, at the Lovu Landfill Site or as directed by DSW Official.

NB: It is the responsibility of the Main Contractor to always ensure that all areas and roads within the jurisdiction of the contract are kept clean at all times.

SPECIFICATIONS

3. **DESCRIPTION OF THE SITE**

The Main Contractor shall thoroughly inspect the Site before submitting a Tender and shall make himself familiar with all aspects of the Site that relate to the execution of the works.

Some approximate statistics relating to the Contract Area are as follows:

DESCRIPTION	
Total No. of Residential Units (Formal)	4,635
Total No. of Residential Units (Informal) – Main Contractor	6,840
Total No. of Residential Units (Informal) – 4 Subcontractors (approximate 1,200 per subcontractor)	4,800
No of bags to Non-Residential users (per week)	69
No. of Drums	16
Length of Streets (km) in Formal areas	84

Map(s) showing the layout and extent of formal and informal developments in the Contract Zone are attached to the document.

The Main Contractor shall train and empower the Subcontractor(s) to carry out the waste management services in the areas identified by the Municipality. The Subcontractor shall comply with the scope of work detailed below in Clause 2 of Section 7 (Scope and Specification of Required Work/Services) i.e. delivery of empty bags, litterpicking, street sweeping, bag collection and stacking on the roadside.

4. **NUMBER OF RESIDENTIAL UNITS**

The number of residential units (formal and informal), and estimated street lengths given in Clause 3 of Section 7 (Scope and Specification of Required Work/Services) is a guide only, and an indication of the extent of the area to be serviced.

The Tenderers attention is drawn to the fact that payment for collection services in the contract area is based on waste collected within the contract area and disposed at the disposal site.

5. REFUSE COLLECTION, TRANSPORTING AND DISPOSAL**5.1 Collection, Supply and Delivery of Bags**

The Main Contractor shall be responsible for the collection of refuse bags from a DSW Depot and the handling of empty bags. The Main Contractor and Sub-Contractor shall deliver a specified number of empty bags to each occupied residential building and to non-residential users (if applicable) in accordance with the DSW Manager's instructions during the course of the contract.

The monthly rate tendered under Item 2.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities shall cover the full cost of the collection, storage, safe keeping, and distribution of the bags. The cost for distribution of bags for the Main Contractor, shall be applicable to the residential units and/or non-residential units allocated to the Main Contractor. The rate paid to the Sub-Contractor shall include the cost of collecting the empty bags from the Main Contractor and distribution to units allocated to the Sub-Contractor.

The number of bags to fulfil the requirements of the contract shall be supplied FREE OF CHARGE by DSW.

NOTE. The Main Contractor shall accept full responsibility for the safe keeping of the bags upon collection from the DSW Depot. The full cost of lost or stolen bags will be to the Contractors account, and charged for at the current rate paid by DSW.

5.2 Collection from the Contract Area

The Main Contractor and Sub-Contractor will be required to collect and remove all bags and/or any other refuse placed outside the households on the scheduled collection day. The disposal of refuse will only be done by the Main Contractor.

The Main Contractor and Sub-Contractor will be required to collect all refuse placed in bags or receptacles regardless of the number.

The Main Contractor and Sub-Contractor will not be required to enter residential properties to collect refuse.

The Main Contractor and Sub-Contractor shall be required to clear all litter and refuse from all bins, streets, surface stormwater drains and open areas on a once weekly cycle. All litter and refuse collected shall be placed in orange bags and disposed within 24 hours. The refuse bags shall be supplied to the Contractor FREE OF COST at the DSW Depot.

The Main Contractor and Sub-Contractor shall ensure that the road edges are kept in a neat and tidy condition.

The Main Contractor shall be paid the monthly rate tendered in Item 2.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities, adjusted on a pro-rata basis - based on the number of houses of all refuse actually collected from the contract area and disposed of to the satisfaction of the DSW Manager.

The Main Contractor shall be paid (or payment deducted) the rate tendered in Items 2.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities where the Main Contractor, on the instruction of the DSW Manager, is directed to dispose of refuse at an alternative disposal site where the distance to the alternative disposal site is greater or less than to the original disposal site.

All rates tendered and paid for shall include for all costs associated with the work as specified including profit.

The Sub-Contractor payment is provided in the sum allowed in Item 5.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

5.3 **Collection Schedule**

Following the award of the contract, DSW Manager will provide the Main Contractor an approved collection schedule.

The collection/service must be made on the scheduled day regardless of inclement weather. The Main Contractor and Sub-Contractor's attention is drawn to the fact that they will be required to collect refuse on statutory holidays (should the holiday fall on a scheduled day).

Under no circumstances will the Main Contractor and Sub-Contractor be allowed to deviate from the approved collection schedule without the prior consent of the DSW Manager.

Should any such deviation be accepted by the DSW Manager, the Main Contractor and Sub-Contractor shall be responsible for informing residents of any changes in the schedule. All costs relating to informing the residents of the change in their collection schedule due to any such deviation being accepted by the DSW Manager shall be to the Main Contractor and Sub-Contractor's account.

Should the Main Contractor and the Sub-Contractor fail to collect refuse in any area on the scheduled day without the DSW Manager's prior approval, the DSW Manager shall have the right to arrange for another party to collect this refuse. Any costs associated with this shall be to the related Contractor's account and the DSW Manager shall have the right to deduct such costs from any monies owing to the Contractor.

The DSW Manager shall further have the right to instruct the related Contractor to collect any refuse not collected on the scheduled day on any following day. The related Contractor shall then be compelled to comply with such instruction.

Late collection shall be subject to penalties as set out in Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

5.4 **Clearing of Drums**

210 litre free standing or 160 litre swivel drums are placed at community areas such as schools, shopping centres, taxi ranks, etc. throughout the Contract area.

The Contractor shall be required to collect, remove and dispose of all refuse of whatever nature from these drums three times weekly as per agreed collection schedule.

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

The monthly rates tendered under Item 2.4 of Section 8: Bill of Quantities / Schedule of Rates / Activities shall be based on clearing the scheduled number of drums three time a week.

The Contractor shall be paid the weekly rate tendered in Item 2.4 of Section 8: Bill of Quantities / Schedule of Rates / Activities adjusted on a pro-rata basis - based on the number of drum collections actually carried out by him in any week.

Late collection shall be subject to penalties as set out in Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

5.5 **Collection from Non-Residential Units**

All commercial and institutional enterprises that receive more than one refuse bag per week shall be considered non-residential users.

The list of institutions will be modified by the Manager from time to time during the contract period.

The Contractor will be required to deliver the specified number of bags to each user every month and to collect all waste placed in bags at an agreed pickup point on the scheduled collection day.

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

The Contractor's attention is drawn to the fact that he will be required to pick up all waste placed in bags at the pickup point – regardless of whether this is more than the specified number of bags delivered to the user.

Measurement of this item will be based on the number of bags delivered to non-residential units in accordance with the schedule of non-residential users (as modified by the Manager during the course of the Contract). The weekly rate tendered under Item 2.5 of Section 8: Bill of Quantities / Schedule of Rates / Activities shall be based on the collection of the scheduled number of bags every week.

The contractor shall be paid the monthly rate tendered in Item 2.5 of Section 8: Bill of Quantities / Schedule of Rates / Activities, adjusted on a pro-rata basis - based on the number of bags listed on the schedule of non-residential users and the number actually collected.

6. **STREET CLEANING, LITTER PICKING AND DRAIN CLEANING**

6.1 **Collection of Litter and Refuse from Road Reserves and Walkways**

The Main Contractor and Sub-Contractor shall be required to clear all litter and refuse from all streets, including carcasses found in the contract area, surface stormwater drains and street verges and walkways over the full width of all road reserves or walkways on a twice a week cycle.

All litter and refuse collected shall be placed in yellow bags and stockpiled on the street verge for collection and disposal within 24 hours. The refuse bags shall be supplied to the Contractors FREE OF COST. These will be collected at the DSW Depot by the Main Contractor.

Any vegetation from the households and following the cut of grass by Parks Department shall be swept off the road and removed by the Main Contractor and Sub-Contractor.

The removal of animal carcasses (namely the dog, cat, chicken, rats, snakes) shall be placed in a bag and disposed immediately.

The Main Contractor and Sub-Contractor shall clean the streets on the same day that the collection of refuse from the houses in those streets has been done, and such Contractors shall not be allowed to deviate from the schedule without the written approval of the DSW Manager.

All Contractors shall ensure that the road edges are kept in a neat and tidy condition.

The DSW Manager will inspect the road reserves on the scheduled day and all Contractors shall only be paid if the road reserve has been cleaned to the satisfaction of the DSW Manager.

7. **SUNDRY COLLECTION SERVICES, MISCELLANEOUS ITEMS AND DAYWORKS**

7.1 **Distribution of Literature/ Pamphlet**

From time to time, the Contractor shall be required to distribute literature, supplied by DSW free of charge, among the residents. This shall occur when there are changes in collection days in the contract area.

Payment for the distribution of literature shall be made under Item 4.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities. The rate shall include for all costs associated with the distribution of the literature. The rate must not include for the supply of the literature, which shall be supplied to the Contractor free of charge.

7.2 **Dayworks**

The nature of the Contract is such that it is anticipated that some works not described in Section 8: Bill of Quantities / Schedule of Rates / Activities, will have to be undertaken.

The Deputy Head of Strategic and New Development or Nominee for DSW may from time to time instruct the Contractor to undertake such work on a dayworks. The price tendered and paid for, shall include all costs including overalls, safety equipment and transport to and from a designated assembly of point.

A provisional sum has been allowed under pay Item 4.2.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities for dayworks labourers, employed on the written instruction of the DSW Operations Manager, to be paid at the current (at the time of the carrying out of the instruction) minimum labour rate as described elsewhere in this document.

Allowance has been made under Item 4.2.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities for the Tenderer to state his mark-up (including all costs associated with the employment of dayworks labourers), expressed as a percentage of the minimum wage rate. Items 4.2.1 and 4.2.2 shall not be subject to contract price adjustment as defined in SCC 17 of the Conditions of Contract.

The wage rate is defined in ACC21 of the Additional Conditions of Contract.

7.3 **Plant and Machinery**

The nature of the Contract is such that it is anticipated that some works not described in Section 8: Bill of Quantities / Schedule of Rates / Activities, will have to be undertaken.

The Deputy Head of Strategic and New Development or Nominee for DSW may from time to time instruct the Contractor to undertake removal of rubble and/or dumps. The price tendered and paid for, shall be of the percentage provided in 4.3.2, 4.4.2 and lowest of the three (3) acquired quotations. Such payment shall include all costs including overalls, safety equipment and transport of waste to and from a designated assembly of point.

A provisional sum has been allowed under pay Item 4.3.1 and 4.4.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities for hiring and use of tractor loader backhoes (TLB) and tipper truck, disposing of waste to the landfill site. The provision of this service shall occur upon an issue of the written instruction of the DSW Operations Manager.

Allowance has been made under Items 4.3.2 and 4.4.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities for the Tenderer to state his mark-up (including all costs associated with all resources required for usage of TLB and Tipper Truck, expressed as a percentage of the lowest quotation for hiring of plant. Items 4.3.1, 4.3.2, 4.4.1 and 4.4.2 shall not be subject to contract price adjustment as defined in SCC 17 of the Conditions of Contract.

7.4 **Business Sector : Clearing of Bins and Disposing Waste**

The nature of the Contract is such that it is anticipated that some works not described in Section 8: Bill of Quantities / Schedule of Rates / Activities, will have to be undertaken.

The Deputy Head of Strategic and New Development or Nominee for DSW may from time to time instruct the Contractor to undertake clearing of 240L green wheely bins and disposing of waste from Cleansing & Solid Waste's (CSW) customers within south, south central, inner west and east region to the landfill site. Such service shall be provided on behalf of CSW during work stoppage. The price tendered and paid for, shall be of the percentage provided in 4.5.2 and clearance and

disposal rate allowed in 4.5.1. Such payment shall include all costs including overalls, safety equipment and transport of waste to and from a designated assembly of point.

A provisional sum has been allowed under pay Item 4.5.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities for clearing of 240L green wheely bins and disposing of waste from business sector to landfill site. The provision of this service shall occur upon an issue of the written instruction of the DSW Operations Manager.

Allowance has been made under Item 4.5.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities for the Tenderer to state the mark-up (including all costs associated with all resources required for clearing of 240L green wheely bins and disposing of waste from Cleansing & Solid Waste's (CSW) customers within south, south central and east region to the landfill site. Items 4.5.1 and 4.5.2 shall not be subject to contract price adjustment as defined in SCC 17 of the Conditions of Contract.

8. **REFUSE DISPOSAL**

The Main Contractor must dispose of all refuse, vegetation, rubble, earth, litter, etc., collected under this Contract at the Lovu Landfill Site, or as directed by the Manager. All refuse disposal must be completed during normal working hours (i.e. 06h30 - 16h00 on Mondays to Fridays).

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

The Main Contractor will, on weekly basis, submit a summary of all loads of waste collected under this Contract to the designated DSW Official.

The Main Contractor **WILL NOT** be required to pay any disposal site charges for waste collected under this Contract provided that the DSW permit issued is displayed at all times.

The Main Contractor's attention is drawn to the fact that they will be required to register all vehicles to be used on this Contract with the Manager, and that the operations will be closely checked to ensure that only waste collected under this Contract will be allowed to be disposed of at the Waste Disposal Site.

Should it be found that the Contractor is fraudulently disposing of other waste (not from the contract area) at the Waste Disposal Site, the contract may be terminated and legal proceedings initiated.

9. **PLANT, VEHICLES AND EQUIPMENT**

The Contractor shall at all times provide his own transport.

The Contractor is required on a daily basis to operate with a van/bakkie and two (2) compactors for the purpose of clearing, transporting and disposing waste timeously.

The primary vehicle for transporting and disposal vehicle shall be a suitable Rear End Load (REL) compactor truck or purpose made refuse collection hydraulic tipping vehicle (such as a tip-pack vehicle), complying with all legal requirements, maintained in good working order and in a strictly roadworthy condition, and shall be kept clean and neatly painted at all times. The Contractor's name shall be prominently painted on both sides of the vehicle.

The van/bakkie shall be suitable for use of carrying cleaning equipment, tools, supervision and management of the entire contract area including that of a Sub-Contractor.

In a case of breakdown of a compactor, a secondary vehicle shall be a caged tipper truck (at least 4-ton size).

The Contractor shall not be permitted to use any vehicle that in the opinion of the Manager is not suitable for refuse collection and disposal at the disposal site.

All vehicles shall be roadworthy at all times.

IT IS A CONDITION OF THE CONTRACT THAT THE CONTRACTOR SHALL HAVE THE VEHICLES, HE/SHE PROPOSES USING ON THE CONTRACT, INSPECTED AND APPROVED BY THE MANAGER AT LEAST 5 WEEKS BEFORE THE START OF THE CONTRACT.

10. **TRANSPORT ROUTES**

The Contractor shall be responsible, if and where necessary, for obtaining permission from the Traffic Authorities for using his selected type of vehicle on his selected route to the designated Refuse Disposal Site.

11. **INSPECTION**

DSW will permanently assign a number of inspectors on site who shall continually carry out inspections to ensure that the work is being undertaken in accordance with the Contract. The Contractor's attention is drawn to the fact that all works shall be closely inspected and no payment shall be made to the Contractor for work that in the opinion of the Manager has not been properly completed.

12. **SITE MEETINGS**

Site meetings will be held on a regular basis at a place and time in accordance with the instruction of the DSW Manager. The Contractor and his Manager will be required to attend such meetings.

Should the Contractor fail to attend the meetings, penalties will be applied in accordance with Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

13. **RETURNS**

The Main Contractor will be required to submit a schedule of employed staff wages and waste disposal returns to the DSW designated official on a monthly and weekly basis, respectively. A copy of the monthly wage return by a financial institution or a print out of payroll programme, shall be submitted to the DSW Manager within 5 working days of the end of the salary paid month. A penalty in accordance with Clause 19(xv) of Section 7 (Scope and Specification of Required Work/Services) will apply for non-compliance of these requirements.

Furthermore, as part of the CPG component, the Main Contractor will be required to submit a bank proof of payment to a Subcontractor detailing invoice amount and invoice number as reference. Failure to adhere to this, Clause 19 (xviii) will be applied.

The Main Contractor must ensure that these returns are accurately completed and promptly submitted in accordance with the Manager's requirements.

The processing of payment certificate may be delayed until such returns are accurately completed and submitted.

14. **DAMAGE TO SERVICES**

The Contractor shall report any damage to services and property caused by him in the execution of the works to the Manager within 1 hour of the occurrence of such damage.

The repair of and payment for services damaged by the Contractor shall be to the Contractor's account.

15. **OTHER MUNICIPAL SERVICES**

The Contractor will be required to report all incidents noted by his staff during the course of undertaking collection, such as those listed below to the Manager on a daily basis.

- Illegal dumping sites
- New shacks or shack movements

16. **WORKING HOURS**

Working hours shall be Mondays to Fridays between 06h30 and 16h00. Contractor is expected to carry out normal duties on statutory holidays at overtime rate.

Work on Site is to be completed during normal working hours – if exceeded from normal working hours, penalty shall be applied.

17. **EMPOWERMENT AND MENTORSHIP PROGRAMME**

The Contractor is required to appoint four (4) local emerging Contractors on an Empowerment and Mentorship Programme.

(i) Responsibilities of the Main Contractor

- a) Collection of black refuse bags from the nearest depot as instructed by the Manager or his representative from eThekweni Municipality.
- b) Safe storage of unutilised bags.
- c) Distribution of black refuse bags to each household for the duration of the contract.
- d) Collection of black bags filled with domestic refuse put out by residents on the collection day.
- e) Collection of any other refuse put out by residence on the collection day.
- f) Street sweeping and litter-picking on the roads and verges.
- g) Removal of dead animals.
- h) Transportation and disposal of refuse at a landfill site as instructed by the Manager or his representative from eThekweni Municipality.

(ii) Responsibilities of the Sub- Contractor:

(a) Compliance

As this is an empowerment and mentorship programme, the following requirements are expected from the Sub-contractors.

- (i) Company registration documents.
- (ii) Valid tax clearance certificate.
- (iii) Registration with the department of labour
- (iv) Compliance with all government legislation in terms of the labour relations act and the occupational health and safety act.

(b) Requirements

- The Sub–Contractor shall be required to provide the following:
 - Collection and distribution of bags.
 - Transportation of staff, tools and equipment
 - Supervision
- Personal protective clothing (PPE)
 - each staff to be issued with an orange two piece overall
 - steel toed safety boots
 - rain suits
 - reflector vests
 - gloves
- Tools and equipment
 - Brooms
 - Rakes
 - Spikes

- bags

The transfer of skills and knowledge in the form of empowerment and mentorship shall be the responsibility of the Main Contractor.

18. **COURTESY**

The Contractor and his workers shall at all times show due courtesy to the public and deal sympathetically with any complaints made by any member of the public.

The Contractor must refer any requests received from the public that fall outside the scope of the Contract to the Manager who shall evaluate and deal with the request.

The Contractor shall further carry out the works in such a manner as to create a minimum of nuisance to the public.

Should the Contractor experience particular difficulties in regard to lack of co-operation from any particular resident or group of residents, he must report the details thereof to the Manager. The Manager shall then submit a report to the appropriate Authority responsible.

The Contractor shall at all times adhere to the **CSW Core Value Principles**.

List of Core Values

1. Customer Care
2. Cost Awareness
3. Team Work
4. Honest Work

19. **PENALTIES**

The following penalties shall, where and when applicable, be deducted from any monies owing to the Contractor:

- i) Late commencement of Service shall be **R1000** per calendar day.
- ii) Late collection from residential units or non-residential users or drums (i.e. refuse collected not on scheduled day or alternative day approved by the Manager), shall incur a penalty of **R1000** per calendar day.
- iii) Spillage from vehicle per incident shall be **R250** for the Main Contractor.
- iv) Using a vehicle which does not comply with the requirements of Clause 9 of Section 7 (Scope and Specification of Required Work/Services) shall be **R1000** per day for the Main Contractor.
- v) A vehicle being driven by a person who is not in possession of the necessary driving permits in terms of ACC14 (4) of the Additional Conditions of Contract shall constitute grounds for a penalty in the amount of **R1000** per day for the Main Contractor.
- vi) Inadequate or unsatisfactory supervision shall constitute grounds for a penalty of **R1000** per day for the Main Contractor.
- vii) Roads and open drains not satisfactorily cleaned will not be paid for, and in addition the penalty for the unsatisfactory cleaning of roads and open drains shall incur a penalty of **R1000** per day for the Main Contractor.
- viii) Non Contactability of Main Contractor's manager shall be **R250** per day. (Contact will be attempted by cell phone and office land line).
- ix) Main Contractor not attending site meetings shall be **R250** per incident.

- x) All workers not properly attired in terms of ASS4 and ASS5(7) of Section 7 (Scope and Specification of Required Work/Services) shall be **R100** per worker per day for the Main Contractor.
- xi) Deliberate disposal of refuse, litter, etc. in open catchpits, manholes etc., shall be **R1000** per incident for the Main Contractor.
- xii) Late submission of proof of Insurances after an instruction by DSW as required in terms SCC 11.1(i) and SCC 11.1(ii) of the Special Conditions of Contract shall be **R1000** per calendar day for the Main Contractor.
- xiii) Failure to maintain any of the stipulated insurances during the full period of the Contract or part thereof that the respective insurance has not been maintained shall be **R100** per calendar day for the Main Contractor.
- xiv) Failure to provide the letter of good standing from SARS within 1 month of the instruction to comply shall be **R250** per calendar day for the Main Contractor.

Should the non-submission continue for further 2 months, the Council shall have the right to terminate the contract with immediate effect.
- xv) The penalty for failure to submit monthly returns referred to in Clause 13 of Section 7 (Scope and Specification of Required Work/Services) shall be **R250** per calendar day for the Main Contractor.
- xvi) Failure to provide proof of maintenance of the Safety File when requested shall be **R1000** per incident.
- xvii) Failure to report or late reporting of damage to service and property as per Clause 14 of Section 7 (Scope and Specification of Required Work/Services) shall result to a penalty of **R1000** per day.
- xviii) Proof of payment to the subcontractors will be required to verify that the prescribed minimum CPG has been achieved. The penalty for not achieving the specified CPG will be 1.5% of the subcontract value.

20. **FAILURE TO PERFORM SERVICES**

Should the Contractor, notwithstanding having had penalties applied and may be held in breach of contract, fail to perform any part of the service in terms of the contract, the Council shall have the right to terminate this contract.

The Unit will seek authority from Bid Adjudication Committee to recommend the next responsive tenderer so as to ensure continuity of service.

Any associated additional costs shall be to the Contractor's account and shall be deducted from any outstanding payments owed to the Contractor if the contract is terminated prior to the expiry date.

ADDITIONAL SCOPE AND SPECIFICATION
ASS1 ALTERNATIVE REFUSE DISPOSAL SITE

The Manager may during the course of this Contract change the location of the refuse disposal site as described in Clause 8 of Section 7 (Scope and Specification of Required Work/Services) to an alternative refuse disposal site.

Any increase or decrease in average haulage distance to the alternative waste disposal site will be used (together with records of mass collected) by the Manager as the basis for the calculation of adjustments to the applicable rates in the Bill of Quantities / Schedule of Rates / Activities. A prescribed rate per kilometre per load (distance calculated both ways) by Automobile Association of South Africa is applied in Item 4.3.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities. This rate will to be used where the Contractor is instructed to dispose of refuse at an alternative disposal site. The Tenderer may also provide in Item 4.3.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities a mark-up percentage to be applied together with 4.3.1. The rate shall be multiplied by the difference between the specified distance and the alternative distance.

ASS2 Contractor's Time-Related Preliminary and General Costs

The rates tendered in Items 1.1 to 1.8 of Section 8: Bill of Quantities / Schedule of Rates / Activities cover all the Contractor's costs for a general and contractual nature that are not directly related to measurable work items and that are incurred on an annual or monthly basis.

Should the supervision or management be to the satisfaction of the Manager, the Contractor will be paid the monthly rate tendered under Item 1.3.1 of Section 8.

If in the opinion of the DSW Manager, the Contractor fails to provide adequate management and supervision, no payment will be made under Item 1.3.1 or payment will be adjusted by the DSW Manager, and a penalty may be applied in accordance with Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

ASS3 Main Contractor's Permanent Site Manager - Referred To As: Contractor's Manager

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

The Main Contractor shall keep a competent Manager on Site during the contract period and any instruction given to him/her by the DSW Manager shall be deemed to be given to the Contractor. The Contractor's manager shall be responsible for the management and supervision of the refuse collection Contract, and shall have a vehicle dedicated to his use for the purpose of supervising the contract works.

The Contractor's manager shall be contactable on an approved telephone system at all times during normal working hours. The Contractor's manager must also report to the DSW Manager's office at times determined by the DSW Manager.

Penalties may be applied when the Main Contractor is un-contactable and where the Main Contractor fails to attend site meetings arranged by the DSW Manager or his/her representative.

The Main Contractor may himself fulfil the duties of the full-time Contractor's manager provided s/he complies with all the requirements of this Clause. Separate provision has been made in the Bill of Quantities / Schedule of Rates for payment for supervision and management, the specified telephone system and transport for the Contractor's manager.

ASS4 Contractor's Workmanship

All Contractors shall at all times employ competent workers. Any worker that in the opinion of the DSW Manager is not competent shall, if required by the DSW Manager, be removed by the Main Contractor and replaced.

All workers (excluding supervisor) permanently employed on this Contract and including any temporary replacements during their leave of absence shall wear personal protective equipment

(ppe) with orange clothing with the words "REFUSE COLLECTION - CONTRACT No. WS.7499" or the company's name clearly shown across the back of the coat or top clothing.

ASS5 **Health And Safety Specification**

General Statement

It is a requirement of this contract that the Main Contractor and Sub-Contractor shall provide a safe and a healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end all Contractors shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act 85 of 1993, as amended.

(1) **SCOPE**

This plan covers the health and safety requirements to be fulfilled by the Main Contractor to ensure a continued safe and healthy environment for all employees and subcontractors under his control, and for the public members.

(2) **PROJECT DESCRIPTION**

The work to be carried out under this contract is described in the Project Specification.

(3) **FRAMEWORK OF THE HEALTH AND SAFETY PLAN**

The Main Contractor shall demonstrate to the Manager that he has a suitable documented Safety Plan as well as the necessary competencies.

The Main Contractor shall always ensure that the Health and Safety File is always accessible for examination / inspections by the Manager or the Department of Labour.

In addition to the requirements of the Occupational Health and Safety Act when compiling the Health and Safety Plan, the Contractor must ensure that the following documentation is included in their Health and Safety Plan:

- a) Management Structure;
- b) Letter of good standing" from the Compensation Commissioner or licensed compensation insurer;
- c) Proof of health and safety Induction and other related training of employees;
- d) Records of risk assessments (see separate clauses on Risk Assessment);
- e) Safe work procedures;
- f) Legal Appointments;
- g) Equipment/vehicle inspection registers;
- h) Incident and accident records;
- i) Records of Personal Protective Equipment (PPE);
- j) List of Sub-contractors (where applicable);
- k) Records of competencies and any other health and safety related training;
- l) First Aid inspection Registers.

The Main Contractor shall maintain a Health and Safety file during the duration of the contract.

Failure to maintain the Safety File shall result in the suspension of all work on the contract, and the Contractor shall be liable for all costs due to the suspension.

(4) HEALTH AND SAFETY STRUCTURE

The Contractor shall establish a Health and Safety committee and the meetings should be held as required by the Act.

The Contractor shall make the minutes of such meetings available.

(5) FIRST AID ARRANGEMENTS

The Main Contractor shall take all reasonable steps that are necessary under the circumstances to ensure that persons at work receive prompt first aid treatment in case of injury or emergency GSR 3(1).

Where more than five employees are employed at a workplace, the employer of such employees shall provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. GSR 3(2).

The Main Contractor shall ensure that appropriate first aid box/es are made available and accessible, with articles and equipment listed in the Annexure: **(Minimum Contents of First Aid Box)**.

A first aider shall be readily available during normal working hours. Such person will be responsible to take necessary first aid measures.

(6) ACCIDENT AND INCIDENT MANAGEMENT

The Main Contractor shall ensure that Incidents are reported to the Department of Labour as required by the Act.

The Main Contractor shall ensure that the Council is informed of the incident/accident.

Each Incident occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) Any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or unlikely to be unable for a period of 14 days either to work or continue with the activity for which he was employed:
- b) A major incident occurred; or the health or safety of any person was endangered where:
 - a) A dangerous substance spilled;
 - ii) The uncontrolled release of any substance under pressure took place;
 - iii) Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or
 - iv) Machinery ran out of control, shall, within the prescribed period and in prescribed manner, be reported to an inspector (Department of Labour) by the employer or the user of a plant of machinery **(CR 24(1))**

The Main Contractor thereof shall ensure that all minor incidents /accidents are recorded and investigated, and records should always be available and accessible.

(7) PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Main Contractor shall ensure that all employees are in possession and in use of PPE free of charge. The employees shall be instructed and trained in the use of PPE and it shall also

be ensured that the employees use the prescribed equipment. Over and above, PPE register shall be made available for employees to acknowledge the receipt and use of such equipment.

(8) **RISK ASSESSMENT**

Before commencement of any work, the Main Contractor shall have a risk assessment performed and recorded in writing by a competent person.

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce risk, monitoring the effectiveness and performing regular reviews of the entire process. The process shall compile method statements to address or handle the following:

- Hazards particulars to contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the person at risk
- Identify the extent of possible harm
- Measures to eliminate or reduce each risk
- A monitoring plan
- A review plan

The Main Contractor must ensure that all Sub-contractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe working procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, Sub-contractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

The Tenderers attention is drawn to the following, which are some of the risks pertaining to this contract:

- **Traffic hazards**
- **Working with machinery, tools and equipment**
- **Contact with vicious animals**

(9) **SUMMARY OF REQUIRED PPE:**

A. Refuse Collection

- 1) SABS approved Safety shoes/boots;
- 2) Overall with padding for refuse collection;
- 3) Reflective jacket/vest;
- 4) Gloves – PVC (impermeable)
- 5) Disposable gloves and masks (When dealing with carcasses)

(10) **VEHICLES AND EQUIPMENT**

Refer to Clause 9 of Section 7 (Scope and Specification of Required Work/Services).

The Contractor shall ensure that the following items are always available in the truck:

- Warning triangle;
- Fully equipped first aid kit;
- Serviced portable fire extinguisher.

DRAWINGS

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
1.1	Project Insurances	MONTH	36	.....	.....	.....	.....	.....	.....
1.2	Office Operating Costs	MONTH	36	.....	.....	.....	.....	.....	.....
1.3.1	Site Manager's Remuneration	MONTH	36	.....	.....	.....	.....	.....	.....
1.3.2	Site Manager's Vehicle	MONTH	36	.....	.....	.....	.....	.....	.....
1.3.3	Site Manager's Cellular Phone	MONTH	36	.....	.....	.....	.....	.....	.....
1.4	Protective Clothing	MONTH	36	.....	.....	.....	.....	.....	.....
1.5	Contractor's Establishment and Initial Fixed Costs	MONTH	36	.....	.....	.....	.....	.....	.....
1.6	Contractor's Loose Tools	MONTH	36	.....	.....	.....	.....	.....	.....
1.7	Removal Of Contractor's Site Establishment	MONTH	36	.....	.....	.....	.....	.....	.....
1.8	Occupational Health and Safety Costs	MONTH	36	.....	.....	.....	.....	.....	.....

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
2.1	Collection Of Bags From DSW Depots, Storage And Distribution	MONTH	36	.....	.....	.....	.....	.....	.....
2.2	Collection Of Refuse From Formal Residential Units	MONTH	36	.....	.....	.....	.....	.....	.....
2.3	Collection Of Refuse From Informal Residential	MONTH	36	.....	.....	.....	.....	.....	.....
2.4	Collection Of Refuse From Drums	MONTH	36	.....	.....	.....	.....	.....	.....
2.5	Collection Of Refuse From Non- Residential Users	MONTH	36	.....	.....	.....	.....	.....	.....

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
3	Street And Drain Cleaning	MONTH	36	.....	.....	.....	.....	.....	.....

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	C
4.1	Distribution Of Pamphlets	No.	16,275	.....	.....	.....	.....	.....	.....
4.2.1	Dayworks: - Maximum hours allowed : 58 639 - Rate per hour : R25.58		SUM ALLOWED	R1 500 000	00	R225 000	00	R1 725 000	00
4.2.2	Mark up (Dayworks)		.....%	.....	.....	.....	.....	.....	.....
4.3.1	PLANT – Tractor Loader Backhoes (TLB)		SUM ALLOWED	R 148 500	00	R 22 275	00	R 170 775	00
4.3.2	Mark up (TLB)		.....%	.....	.....	.....	.....	.....	.....
4.4.1	PLANT – Tipper Truck		SUM ALLOWED	R 148 500	00	R 22 275	00	R 170 775	00
4.4.2	Mark up (Tipper)		.....%	.....	.....	.....	.....	.....	.....
4.5.1	BUSINESS SECTOR -Clearing bins and disposing to a primary landfill site			R 500 000	00	R 75 000	00	R 575 000	00
4.5.2	Mark up (Business)		.....%	.....	.....	.....	.....	.....	.....
4.6	Alternative Disposal Site – EXTRA OVER RATE PER KILOMETRE		n/a	n/a		n/a		n/a	

SECTION 8

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	C
4.6.1	Prescribed rate per kilometer by Automobile Association of South Africa		n/a		n/a		n/a		n/a
4.6.2	Mark-up (not exceeding 15%) <i>(The Tenderer may provide a percentage as an addition to 5.6.1)</i>		.....%		n/a		n/a		n/a

5.1	Provision Cost Of Work By Sub-Contractors		SUM ALLOWED	R 3 515 305	64	R 527 295	85	R 4 042 601	50
5.2	Provision Cost for Disposal of Waste by Main Contractor		SUM ALLOWED	R 2 383 879	68	R 357 581	95	R 2 741 461	63
5.3	Sub-Contractors Management Cost by Main Contractor <i>(Tenderer may provide a percentage for managing a sub-contractor – markup not exceeding 15%)</i>		.....%	.....	.....	.....	.....	.....	.....

Total of All Prices inclusive of VAT (carried forward to the Tender Form) :

R	c
.....

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : WS.7499** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

QUOTATION PRICE EXCLUSIVE OF VAT	VAT AMOUNT	QUOTATION PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* **Signature :**

* **Name (capitals):**

Date:

Capacity:

* **Name of Business:**

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (capitals):

Date:

Capacity:

Section 10: Forms & Returnable Documents

- i) 37.2 Agreement in Occupational Health and Safety Act No. 85 of 1993
- ii) Covid-19 Health and Safety Specification
- iii) Tenderer's Recent Annual Financial Statements for 3 subsequent years
(to be attached)