



PIKITUP JOHANNESBURG SOC LIMITED

**BID DOCUMENT FOR
THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT
AND EQUIPMENT (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) USED FOR ILLEGAL
DUMPING AND GARDEN SITE SERVICES TO PIKITUP JOHANNESBURG OVER A PERIOD OF 3 YEARS**

BID NO: PU 102 / 2022

CLOSING DATE: 14 JULY 2022

CLOSING TIME: 11:00AM

BIDDER NAME:

TENDER DOCUMENT FOR:

**PIKITUP JOHANNESBURG SOC LTD
JORISSEN PLACE
66 JORISSEN STREET
BRAAMFONTEIN, JHB**

Contact person: Nomaswazi Lamola

E-mail: nomaswazilamola@pikitup.co.za

**Enquiries relating to this bid may be e-mailed to
the mentioned above contact person.**

Bid document must be deposited at:

**Pikitup Head Office, Tender Office, Ground Floor, East
Wing, Jorissen Place, 66 Jorissen Street,
Braamfontein, JHB before the closing date and time.**

**No briefing session will be held for this tender. Queries
can be submitted via e-mail to the Pikitup contact
person for this tender. Queries must be e-mailed at
least five business days prior to tender closing.**

SCAM ALERT

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

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

Bidders are requested to be vigilant pertaining to the following:

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

REPORT FRAUD AND CORRUPTION

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

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ANNEXURE 1.1

MBD 1

INVITATION TO BID

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PU102/2022	CLOSING DATE:	14 JULY 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES FOR PIKITUP JOHANNESBURG OVER A PERIOD OF 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PIKITUP TENDER BOX, SITUATED AT PIKITUP JOHANNESBURG (SOC) LIMITED, JORISSEN PLACE, TENDER OFFICE, EAST WING, GROUND FLOOR, 66 JORISSEN STREET, BRAAMFONTEIN, JOHANNESBURG, 2000					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	UNIT RATES ON AN AS AND WHEN REQUIRED BASIS	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN		CONTACT PERSON	SAME	
CONTACT PERSON	Nomaswazi Lamola		TELEPHONE NUMBER	SAME	
TELEPHONE NUMBER	087 357 1119/20		FACSIMILE NUMBER	SAME	
FACSIMILE NUMBER	NOT APPLICABLE		E-MAIL ADDRESS	SAME	
E-MAIL ADDRESS	nomaswazilamola@pikitup.co.za				

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

AUTHORITY TO SIGN A BID
(Complete the relevant form of the following options)

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

2. Companies and Close Corporations

2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
			NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. Partnership

We the undersigned partners in the business trading as
 hereby authorise Mr/Mrs to sign
 this bid as well as any contract resulting from the bid and any other documents and correspondence in
 connection with this bid and/or contract for and on behalf of the above mentioned partnership.
 The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. Consortium

We the undersigned consortium partners, hereby authorise..... (Name of entity) to act as lead consortium partner and further authorise Mr/Ms to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

5. JOINT VENTURE

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

.....

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

.....

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

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

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

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

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

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

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

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

ANNEXURE 1.2

CONDITIONS OF TENDER

CONDITIONS OF TENDER

RETURN OF BIDS

This BID closes as indicated on the cover page of this tender document. Late bids will not be accepted or considered and bids delivered to any other address besides the address stated above will not be considered.

Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for BIDS that are not placed in the bid box by the closing date and time.

No BID shall be considered unless it is accompanied by sufficient information to show that the goods offered comply with the specification.

Bidders must state the country of origin and the name of the manufacturer of the goods offered. Documentary proof must be produced, if required.

Bidding documents must be completed properly in permanent black ink, and no correction fluid (Tippex) may be used on the bid document. If the bidder wishes to make a change, the bidder must draw a line through the incorrect wording, write the correct wording next to the change, and also initial next to the change.

VALIDITY PERIOD

Your bid submission must remain valid for a period of **90 days** from the closing date of this bid. It will constitute an offer which remains open for acceptance during the validity period.

BRIEFING OR INFORMATION MEETING

No briefing or information meeting will be held. Questions relating the bid must be email to the contact person as indicated in the bid document.

ADJUDICATION OF BIDS

Bids submitted in response to this invitation will be adjudicated by PIKITUP in terms of the Supply Chain Management Policy and Procedure Manual developed in accordance with the requirements of the Municipal Finance Management Act 56 of 2003, the Preferential Procurement Policy Framework Act # 5 of 2000, and the Preferential Procurement Regulations of 2017. Enquiries in respect of the policy should be addressed to PIKITUP's Acting General Manager: Supply Chain Management – salomemalebye@pikitup.co.za

SUBMISSION OF FRAUDULENT DOCUMENTS

Should any documents at any stage of the contract be found fraudulently obtained the contract will be terminated.

CONTRACT

The terms of the proposed contract with PIKITUP are contained in the General Conditions of Contract, the Special Conditions of Contract and any of the sections of these bidding documents in which the bidder makes an undertaking as to its performance. You must read and understand the terms before you submit your BID as you will be bound by the Contract (as described) if your BID is successful.

ADMINISTRATIVE JUSTICE

In adjudicating bids, PIKITUP shall comply with the requirements of the Promotion of Administrative Justice Act 3 of 2000 and the Promotion of Access to Information Act 2 of 2000, to the extent that these Acts apply to the adjudication by a municipal entity of bids in response to a bid invitation.

INTERNAL APPEAL PROCESS

Following the evaluation of tender and selection of a preferred bidder, and provided that a procurement contract has not already entered into force, any bidder may submit a complaint in writing to the chairperson of the PIKITUP Board of Directors (“the Board”) or the Managing Director that PIKITUP has not complied with the requirements of the PIKITUP Supply Chain Management Policy or the PIKITUP Code of Ethics, or has in any respect acted in a way that is irregular. The Chairperson of the Board or Managing Director shall not entertain a complaint unless it was submitted within 20 calendar days of when the supplier or contractor submitting it became aware of the circumstances giving rise to the complaint or of when that supplier or contractor should have become aware of those circumstances, whichever is earlier; or entertain a complaint after the procurement contract has entered into force.

Unless the complaint is resolved by mutual agreement of the bidder and the Chairperson of the Board or Managing Director, the Chairperson of the Board shall, within 30 calendar days after the submission of the complaint, issue a written decision. The decision shall state the reasons for the decision; and if the complaint is upheld in whole or in part, indicate the corrective measures that are to be taken.

The decision of the Chair of the Board shall, subject to the review powers of any competent court, be final.

PROVISO

In evaluating bids received and adjudicating the award of this tender, Pikitup Johannesburg (SOC) Limited will, in addition to the pre-compliance and functionality criteria included in the specifications and irrespective of the capital, pricing and black economic empowerment structures of the bidder, take into account as objective criteria (1) the desirability of rotating the work amongst service providers, (2) the past bidding practices of any bidder in relation to evidence and/or reports of combative practices including conduct reported, amongst others, in terms of the Prevention and Combatting of Corrupt Activities Act, 2004, (3) the past contractual performance of any bidder and (4) the nature and extent of disputes involving the bidder in relation to past and/or current contracts. Note that as a result of the application of these objective criteria, the highest scoring bidder(s) will not necessarily be selected as a preferred bidder(s).

In line with the provisions of Supply Chain Management Policy, Pikitup reserves the right to:

- request for a validity extension if necessary,
- apply pre-qualification criteria to advance designated groups in terms of the PPPFA of 2000: Preferential Procurement Regulations of 2017
- award the bid in whole, or award the bid in parts, or not to award the bid at all,
- award the bid to one or more than one bidder(s)
- negotiate the bid price offered, and / or any other terms and conditions of this requirement with the preferred bidder(s), before the final award of the bid.

Pikitup further retain the right to:

- veto or conduct a due diligence on any bidder, and / or any of their sub-contractors or sub-service providers;
- request for samples, demonstrations, site visits or further information relating to the offered goods, services or works
- evaluate, review, test, inspect any of the products and / or staff offered for the tender, at Pikitup’s sole discretion accept or reject such.

As per section 2(1)(f) of the PPPFA, one or more of the following “objective criteria” may be considered for final selection of bid(s):

- The spread of business amongst suppliers and / or rotation of contracts amongst suppliers,
- The protection of the environment or sustainability considerations,
- The geographical origin of resources utilised as inputs for the execution of the proposed contract,
- The development and / or impact on the local community,
- Considerations of after purchase costs, such as maintenance cost, operational costs, licence costs, or life cycle cost,
- Variants from the original scope of requirements,
- Financial stability and commercial status of the bidder(s),
- The receipt of an abnormally low bid amount, provided that the bidder in question is allowed an opportunity to justify its bid.

DECLARATION BY BIDDER:

I the undersigned, (Name and Surname), being the duly authorised undersigned representative of the Bidder and its associates hereby grant Pikitup Johannesburg (SOC) Limited the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 for the use of the personal information relating to the Bidder (i.e. the company, its owner(s), employees and/or any associated persons’ BEE credentials, demographic / ownership profile, location etc.) for the legitimate purposes relating to this bid submission, its evaluation and adjudication.

I FURTHER DECLARE THAT I/WE HAVE READ THE CLAUSES SET OUT ABOVE IN THIS OF THE TENDER DOCUMENTS AND ACCEPT THEIR CONTENTS, SUBJECT TO ANY DECLARATION, WE HEREBY OFFER TO CONTRACT WITH PIKITUP ON THE TERMS SET OUT IN THE BID DOCUMENTS SHOULD WE BE APPOINTED AS THE SUCCESSFUL BIDDER.

AUTHORISED SIGNATURE :

CAPACITY OF SIGNATORY :

DATE :

ADDRESS :

WITNESSES: 1 WITNESSES: 2

ANNEXURE 2.

TERMS OF REFERENCE / SPECIFICATION OF REQUIREMENTS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

1. TERMS AND DEFINITIONS

The Tender document shall be constructed and governed in accordance with the laws of the Republic of South Africa. For purposes of this tender, the following terms shall have the meaning and definitions assigned hereunder, unless the context requires otherwise.

Table 1: Terms and Definitions

DEFINED TERMS/ACRONYM	MEANING
ABNORMAL WEAR AND TEAR	Maintenance or repairs outside the normal wear and tear of a vehicle which form part of serviceable items like tyres, drivetrain (gearbox, differentials and engine) and mechanical components
ABUSE	Means any conscious act or omission attributable to a member of Pikitup staff which causes physical damage to any vehicle or equipment and which arises out of the willful or grossly negligent misconduct of such member of staff.
ACCIDENT EMERGENCY SERVICE	Means the service to be provided at the scene of any accident
CONTRACT MANAGER	Means any person and/or persons delegated to oversee the contract as per Pikitup delegation of authority
BBBEE	“Broad-based black economic empowerment” as contemplated under the Broad-Based Black Economic Empowerment Act, 2003
BEE REQUIREMENTS	The requirements in respect of BBBEE and Preferential Procurement Act
SERVICE PROVIDER	A successful bidder or potential service provider that submitted a response to this Tender
BRIEFING NOTES	Written Documentation issued by Pikitup to disseminate further instructions, program changes and information updates to the bidders in relation to the tender, each to be consecutively numbered and referenced to the tender
BUSINESS DAY	Any day of the week that is not a Saturday, Sunday, or public holiday in the Republic of South Africa.
CLOSING DATE	The date specified for the submission of this tender as contained herein
CoJ	City of Johannesburg Metropolitan Municipality
CONSTITUTION	Constitution of the Republic of South Africa Act, 1996
CPK	Cost per kilometer
WASTE	Means waste generated within residential and business premises and collected through bins prescribed by Pikitup and/or plastic bin liners
DRIVER/OPERATOR	Means a person declared to the Contractor in writing who:- is employed or contracted to operate a Vehicle (Leased or Owned); possesses the required valid driving and/or operator license or certificate; complies with the conditions of such driving license; and is not legally prohibited from operating the class of vehicle in question.
ENTERPRISE	A company, close corporation, juristic person, trust, partnership, joint venture, association, or sole proprietor, whether or not having separate legal personality.

DEFINED TERMS/ACRONYM	MEANING
GOOD INDUSTRY PRACTICE	The standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence, and foresight that would reasonable and ordinarily be expected from a skilled and experienced person engaged in similar type of undertaking under similar circumstances. Applying, in relation to the manner in which similar Project Deliverables are rendered.
INCIDENT	Means any random incident involving injury or damage to persons, animals, or property
AUTHORISED MEMBER	The delegated person by the bidder authorised to sign and bind the bidder.
MFMA	The Municipal Finance Management Act, (Act No.56 of 2003)
OEM	Original Equipment Manufacturer
PIKITUP	A wholly owned entity of the City established to render waste management services on behalf of the City
PLANT AND EQUIPMENT	Means the specialised machinery owned and/or leased operated by service provider.
PREFERRED SERVICE PROVIDERS	The recommended bidders, if any, selected through a transparent and open tender process to enter into any negotiations.
SOH	Standard Operating Hours
ToR	Terms of Reference
TVWH	Total Vehicle Working Hours including plant, equipment or machinery
TWH	Total Working Hours
VAT	Value Added Tax as contemplated under the Value Added Tax Act, 1991 as amended.
VWD	Vehicle Working Days including plant, equipment or machinery
VEHICLE	Means the specialised waste management vehicles/fleet owned and/or leased operated by service provider.

2. PURPOSE OF TENDER

The purpose of this tender is to:

- 2.1. Appoint a panel of service providers to supply, operate and manage the required vehicle, plant and equipment used for illegal dumping and garden site services to Pikitup Johannesburg over a period of 3 years (i.e. 36 months).
- 2.2. Vehicle, plant, and equipment will be used to deliver an integrated waste management service/s in the various regions and at the various Garden Sites of the City of Johannesburg.
- 2.3. Vehicles, plant, and equipment will include the driver and / or operator, fuel, insurance and all maintenance for the account of the respective service providers.

3. SCOPE OF WORK

- 3.1. Pikitup hereby seeks to appoint a panel of service providers for a period of 3 years on the following requirements in terms of the vehicle, plant and equipment used for illegal dumping and garden site services;
- 3.2. Supply and operate plant and equipment on an as and when required basis (i.e. ad-hoc basis)
- 3.3. Management support services for, plant and equipment:
 - 3.3.1. Fleet Management System (FMS) and support services such as Tracking, route replay, Daily unit inspections, etc.
 - 3.3.2. 24/7/365 Support services
 - 3.3.3. 24/7/365 Breakdown and roadside assistance services
 - 3.3.4. Provision of fuelling services for the entire shift for the day
 - 3.3.5. Dedicated contract service Supervisor or Manager
 - 3.3.6. Vehicles, plant and equipment performance reporting daily, weekly and monthly
- 3.4. Bidders must take note of the vehicles, plant and equipment as contained in (Annexure B).
- 3.5. Bidders with the necessary knowledge, expertise, capacity and experience must submit proposals in line with the following requirements: -
 - 3.5.1. Bidders must submit suitable pricing that meets the approved specifications for consideration by Pikitup.

- 3.5.2. Bidders must have at least two respective vehicles, plant and equipment categories available as indicated in annexure A and annexure B of this document.
- 3.5.3. Bidders must only include vehicles (less than 5 years of age), or plant and equipment (less than 8 years of age) as indicated in annexure B. Pikitup will not consider any bid where vehicles, plant and equipment proposed are older than the stipulated age (i.e. calculated from date of original purchase or date of initial registration, to the tender closing date).
- 3.5.4. Bidders must finance the entire vehicle, plant and equipment, and delivery process from its own funding resources.
- 3.5.5. Bidders must ensure each vehicle, plant and equipment will be available for a period of 8 hours per shift, and only hours worked will be signed off and invoiced accordingly to a maximum of 40 hours per vehicle, plant or equipment per week.
- 3.5.6. At Pikitup's discretion shift times may vary as required depending on operational requirements at the time.
- 3.5.7. Successful bidders must facilitate the fitments of all the required attachments and accessories as well as modifications required to ensure that the vehicle, plant and equipment are able to fulfil its functional requirements.
- 3.5.8. Successful bidders must manage the logistics, value chain for the vehicle, plant and equipment, licensing and registration, securing the relevant warranties and / or maintenance plans, as well as the delivery of each vehicle, plant and equipment.
- 3.5.9. Successful bidders must deliver the required vehicle, plant and equipment to the specified allocated depot or sites.
- 3.5.10. Successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.
 - 3.5.10.1. Turn-around time of puncture repairs must be within 2 hours
 - 3.5.10.2. Turn-around times of hydraulic repairs must be within 2 hours
 - 3.5.10.3. Should a breakdown occur, the replacement of the actual vehicle, plant or equipment must be within 24 hours.
 - 3.5.10.4. Availability of the driver with a valid driver license with PDP and a minimum of 5 years' experience must be available at all times.
 - 3.5.10.5. Competency certificates for all operators must be submitted prior to commencement of service delivery
- 3.6. Ensuring that the repairs and maintenance services carried out is in accordance with the operational requirements of Pikitup.

- 3.7. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.
- 3.8. Refer to Annexure A & B for the detailed requirements of vehicle, plant and equipment

4. VEHICLE, PLANT AND EQUIPMENT AVAILABILITY

- 4.1. The successful bidders will be required to manage the vehicle, plant and equipment availability.
- 4.2. Ensuring that each vehicle, plant and equipment is 100% available for the required operational time of the scheduled operating hours (TWH) per day;
 - 4.2.1. The availability shall be calculated per active working hours and expressed as a percentage of the TWH for each day, whereby;
 - 4.2.2. The TWH shall be expressed as 8 hours, per shift (includes weekends and public holidays) and;
 - 4.2.3. Total vehicle, plant and equipment working hours (TVWH) shall be calculated as 8 hours shift per day.
- 4.3. The successful bidders will be required to provide for the following in terms of availability:
 - 4.3.1. Capturing and recording the availability information for each vehicle, plant and equipment into its management information system, including the TVWH of each vehicle, plant and equipment in order to monitor the achievement of availability and to report such availability accurately.
 - 4.3.2. A penalty will be levied where the successful bidders failed to ensure the availability of vehicle, plant and equipment at the required level of 98% per month.
 - 4.3.3. The replacement vehicle, plant and equipment must be of the same quality, age, capability and specification.
- 4.4. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.

5. PROVISION OF VEHICLE MANAGEMENT TECHNOLOGY (VMT) SYSTEM

- 5.1. The successful bidders must provide vehicle, plant and equipment fitted with Global Positioning System (GPS). The GPS must provide for live tracking and reporting.
- 5.2. The successful bidders must provide the following reports:
 - 5.2.1. Route replay reports

- 5.2.2. Vehicles recording of distance travelled per day must be recorded
- 5.2.3. Plant and equipment hours worked for the day must be recorded
- 5.3. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.

6. PROVISION OF COMMUNICATION PLATFORM

- 6.1. Ensuring that the service provider reports the vehicle, plant and equipment breakdown to Pikitup) within 1 hour.
- 6.2. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.

7. PROVISION OF FUELING SERVICES

- 7.1. Successful bidders must provide and manage services related to the provision of fuel and fuelling facilities of their own vehicle, plant and equipment for the entire shift.
- 7.2. Fuel provided must be sufficient to start and complete a full shift.
- 7.3. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.

8. PERFORMANCE REPORTING

- 8.1. The successful bidders will be required to collect, maintain and provide “up to date” management records and related reports (including exceptions) on vehicle, plant and equipment to stakeholders and line managers periodically.
- 8.2. The successful bidders must provide reports that includes, but not be limited to: -
 - 8.2.1. Detailed operational exception reports (Daily and Weekly).
 - 8.2.2. Detailed consolidated operational reports with detailed analysis, exceptions and interventions/solutions (Weekly / Monthly).
 - 8.2.3. Daily and weekly timesheets of actual hours worked.
 - 8.2.4. Daily operational timesheets per vehicle, plant and equipment.
- 8.3. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.

9. MEETINGS

- 9.1. Pikitup and the Successful Bidder/s will hold regular meetings, as and when required. The meetings will amongst others discuss the following:
 - 9.1.1. Service provider's performance
 - 9.1.2. Compliance with applicable laws and regulations
 - 9.1.3. Penalties
 - 9.1.4. Incidents
 - 9.1.5. Operational requirements and forward planning

10. OPERATING PROCEDURES

- 10.1. The successful bidders are required to develop and maintain standard operating procedures that will be applicable in the provision of services in line with the requirements of Pikitup.
- 10.2. The successful bidders must submit draft operating procedures (by way of flow process chart) to demonstrate their understanding of the processes required in the provision of the services.
- 10.3. The draft operating procedure must also be used for a basis of drafting the service level agreement (SLA) in the event that the bidder is successful in their bid to provide the services.

11. SERVICE STANDARDS AND COMPLIANCE TO SERVICE LEVEL STANDARDS

- 11.1. The successful bidders will be required to ensure that the rates proposed in the bid are in line with the industry norms and standards, including but not be limited to the designs and specifications in the market.
- 11.2. The successful bidders will be required to maintain at least the minimum service levels and adhere to the key deliverables specified in this ToR and/or service specifications.
- 11.3. However, higher levels of service other than those specified in the bid may be required. The successful Service providers will be required to maintain compliance with relevant service levels and to report any non-compliance detected to Pikitup.
- 11.4. The successful bidders should note that penalties will be implemented by Pikitup in order to ensure compliance to the agreed service levels.

12. PRICING

- 12.1. The Bidder/s must provide all costing reflecting the actual wet rate, cost of services required by Pikitup in line with the pricing schedule provided as per Annexure A.
- 12.2. The Bidder/s are required to ensure that the rates proposed in the bid are in line with the industry norms and standards, including but not be limited to the designs and specifications in the market.
- 12.3. Bidders who omit to fully complete the pricing schedule for at least two categories (i.e. 8 categories in annexure A), and / or the pricing for all 3 years for the relevant categories will be deemed unresponsive.
- 12.4. Bidders must price in Annexure A for vehicle, plant and equipment categories available as specified in Annexure B.
- 12.5. The category items priced in Annexure A must correlate with the category items available as specified in Annexure B.
- 12.6. Bidders must sign the pricing schedule and may not alter the pricing schedule format.
- 12.7. All rates must be an hourly wet rate, and the hourly rate will apply for all days of the week, inclusive of weekends and public holidays.

13. INSURANCE AND INDEMNIFICATION

- 13.1. The risk of ownership and insurance remains with the successful bidders.
- 13.2. Successful bidders must confirm insurance covering any public liability claims of at least R10 million.
- 13.3. Any vehicle, plant and equipment parked or stored at any Pikitup site will be at the risk of the successful bidders.

14. VEHICLE, PLANT AND EQUIPMENT MUST COMPLY WITH THE ROAD TRAFFIC LEGISLATION

- 14.1. Any non-compliant vehicle, plant and equipment must be replaced within 2 hours.
- 14.2. Vehicle, plant and equipment that requires to be certified must be tested and issued with a Certificate of Fitness (COF) every 12 months during the period of the contract.
- 14.3. At any time during the duration of this contract the successful bidders may be called upon to produce any one or all of the following documents in respect of all road going vehicles:
 - 14.3.1. Valid Certificate of Fitness
 - 14.3.2. Valid Public Vehicle Licence

15. EVALUATION CRITERIA AND PROCESS

- 15.1. Pikitup will establish a Bid Evaluation Committee (BEC) whose responsibility is to evaluate bids and make recommendations to the Bid Adjudication Committee (BAC). The BEC will evaluate the bids in accordance with the predetermined evaluation criteria and make recommendations to the BAC. The BAC will review the recommendation made by the BEC and make a further recommendation to the Managing Director for consideration and approval.
- 15.2. The evaluation criteria set out in this document shall be applicable and may not be altered during the evaluation process.
- 15.3. Bids will be evaluated on the information as contained in the bid submissions. Bidder/s must meet the required minimum compliance requirements, failure to which the bid submission will be considered non-responsive and therefore disqualified.
- 15.4. Bids will be evaluated based on the pre-compliance evaluation criteria, and thereafter the functionality evaluation criteria as set out in this document.
- 15.5. The bidders that meet the minimum functionality threshold will be shortlisted for further price negotiations.
- 15.6. Final rates will be negotiated with the shortlisted bidders to establish a panel of successful bidders.
- 15.7. Pikitup reserves the right to negotiate the bid rates or propose alternative rates.

16. BRIEFING OR INFORMATION SESSION

- 16.1. No briefing or information session is required for this tender.

17. PRE- COMPLIANCE EVALUATION

- 17.1. The appointed Bid Evaluation Committee (BEC) will evaluate compliance with the pre-compliance criteria based on the compulsory returnable documents as mentioned below. Only bidders that meet all the pre-compliance criteria will be considered for further evaluation at the functionality evaluation stage.
- 17.2. Bidders will be eliminated for not submitting compulsory returnable documents as stated below, should any documents at any stage of the contract be found fraudulently obtained the contract will be terminated.

Table 2: Compulsory Returnable Documents Required for Pre-Compliance Evaluation:

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>a) To enable Pikitup to verify the bidder’s tax compliance status, the bidder must provide;</p> <ul style="list-style-type: none"> • Copy of the Central Supplier Database (CSD) registration, where the CSD is fully tax compliant (CSD must not be older than 3 months); • or indicate their Master Registration Number / CSD Number; where the CSD is fully tax compliant <p>(Note: Refer to MDB 1)</p>		<p>CSD must be in the same business name as the bidding company? CSD must be valid? The Tax status on CSD must be fully compliant? Bidders must ensure that their tax compliant status are continuously updated on CSD.</p>
<p>b1) Confirmation that the bidding company’s rates and taxes are up to date:</p> <ul style="list-style-type: none"> • Where the property is owned by the bidding company, an original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days. The correspondence may not be older than 3 months from date of tender closing; or • Where the property is leased or arrangements are in place for the bidding company to operate from the landlord’s premises, a letter or statement or affidavit from landlord or the landlord’s appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. 		<p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder’s statement correspond with CIPC document? Are correspondence recent (not older than 3 months)? Are all payment(s) up to date (i.e. not in arrears for more than 90 days)?</p>

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>b2) In addition to the above, confirmation is required that rates and taxes are up to date for all the bidding company's <u>owners / members / directors / major shareholders:</u></p> <ul style="list-style-type: none"> • Where an <u>owner / member / director / major shareholder</u> is not residing within South Africa, an affidavit is required from the <u>owner / member / director / major shareholder</u> confirming the aforesaid • Where the property is owned by the <u>owner / member / director / major shareholder</u> an original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days. or • Where the property is leased or arrangements are in place for the <u>owner / member / director / major shareholder</u> to reside at the landlord's premises, a letter or statement or affidavit from landlord or the landlord's appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. <p>The above correspondence may not be older than 3 months from date of tender closing. Statements must be on a letter head and dated, and letters or affidavit must be dated and signed.</p>		<p>Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL the bidding company's (SA based) directors?</p> <p>The names and/or addresses of all directors on statement correspond with CIPC document?</p> <p>Are correspondence recent (not older than 3 months)?</p> <p>Are all payments up to date (i.e. not in arrears for more than 90 days)?</p>
<p>c) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9)</p> <p>The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner /</p>		<p>All documents fully completed (i.e. no blank spaces)?</p> <p>All documents fully signed?</p> <p>Signature authorised (any</p>

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p>		<p>director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, will be considered)?</p>
<p>d) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent 3 years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not obliged by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit annual financial statements for the most recent 3 years in accordance with any applicable law, or if established for a shorter period, submit annual financial statements from date of establishment. The annual financial statements must be for the most recent three consecutive periods. Where a bidder is established or operational for less than 3 years, documented proof must be provided to confirm the date of establishment or date of operational commencement.</p> <p>If the bidder is not obliged by law to prepare annual financial statements for auditing purposes they must submit their Public Interest Score (PIS) declaration to confirm that Audited Financial Statements are not a requirement, together with their Financial Statements for the previous three financial years or</p>	<p><i>(Applicable for tenders above R10m in conjunction with MBD 5)</i></p>	<p><u>Audited</u> financials provided (Audited financials must be signed by auditor)? If not, did the bidder provide proof by means of PIS score that financials must be either independently reviewed or no review required? In PIS score was provided, was the relevant financial statements provided (i.e. independently reviewed or where no review is required)?</p> <p>Where supplier is in existence for less than 3 years, the financial statements for the most recent operational years must be provided, and proof what date the company was registered must be provided, or proof of operational commencement.</p> <p>Where the company was</p>

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>since establishment.</p> <p>PIS are as follows:</p> <ul style="list-style-type: none"> - Above 350, Financial Statement to be audited - 100 – 349, Financial Statement must have an independent review. - Less than 100, Financial Statement do not require to be audited nor an independent reviewed. 		<p>registered but dormant for a period of time, a certified affidavit is required from the managing director or principal member / trustee.</p>
<p>e) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)</p> <ul style="list-style-type: none"> • Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to (h) above must be provided for all JV parties. • In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. • Note: It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from Pikitup. 		<p>If applicable.</p> <p>JV agreement provided?</p> <p>JV agreement complete and relevant?</p> <p>Agreement signed by all parties?</p> <p>All required documents as per (i.e. a to h) must be provided for all partners of the JV.</p>
<p>f) Pre-qualification criteria to advance designated groups. Minimum B-BBEE status level 3 (i.e. only BBBEE level 1, 2 or 3 will be considered). An original or certified copy of a valid BBBEE certificate, or a valid QSE / EME affidavit must be provided.</p>		<p>Original or certified copy of valid BBBEE certificate, or QSE / EME affidavit.</p>
<p>g) Original or certified copy of valid letter or certificate of good standing from the Department of Labour or COIDA, the letter / certificate must be valid at the time of bidding (certified copies must not be older than 3</p>		<p>Original or certified copy of valid COIDA</p>

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
months)		
h) Original or certified copy of insurance company letter or statement or policy confirming 3 rd party or public liability insurance cover of at least R10m		Original or certified copy of 3 rd party or public liability insurance cover of at least R10m
i) Certified copy of proof of ownership and / or a certified copy of lease / rental commitment document for all vehicles quoted in this bid.		Certified copy of proof of ownership and / or a certified copy of lease / rental commitment document
j) Certified copy of Health and Safety or related qualification with a minimum one-year certificate.		Certified copy of a Health and Safety qualification with a minimum 1 year certificate.
k) Bidder/s will be required to bid on a minimum of two category items as per the pricing schedule, and pricing must be provided for all 3 years. The pricing schedule (Annexure A) must be signed, and must correspond with categories specified in annexure B		Fully signed pricing schedule with at least 2 category items quoted
l) All vehicles proposed should not be older than 5 years, and plant and equipment proposed should not be older than 8 years (i.e. calculated from date of initial purchase or initial registration, to the tender closing date). The summary of available vehicle, plant and equipment must be indicated in Annexure B, and the information will be verified as per the Natis documents and / or proof of initial purchase supplied. Annexure B must be signed, and must correspond with categories specified in Annexure A.		Certified copies of the vehicle Natis Documents and / or proof of initial purchase

Table 3: Other Returnable Documentation required for further evaluation

Other Returnable Documentation required	Submitted (YES or NO)
a) Proof of Company Registration (Latest version of company registration showing the company’s physical address, all the current registered owners / members / directors / shareholders, and all the owners / members / directors / shareholders’ physical addresses.	
b) Certified Copy of ID Documents of all owners/members/directors/shareholders	
c) Company Profile	
d) CV’s of operational supervisor and safety officer	
e) Completion of schedule of project undertaken	
f) Reference letters from for the supply of vehicle, plant and equipment	
g) Attach any other supporting documents relevant to the technical / functionality evaluation criteria that is not specified above	

The information contained in the OTHER RETURNABLE DOCUMENTS as indicated in the table above, will be used for evaluation purposes.

18. FUNCTIONALITY EVALUATION CRITERIA

The following functionality criteria will apply, and the maximum weights of each criteria will be as indicated below.

Table 4: Functionality Criteria

CRITERION	CRITERION DETAILS	WEIGHTING
	<p><u>Liquidity Ratios = (5)</u> Current Assets divided by Current Liability If assets is greater than liabilities by</p> <ul style="list-style-type: none"> <input type="checkbox"/> Above 2 = 5 <input type="checkbox"/> Above 1.5 but less than/equal to 2 = 4 <input type="checkbox"/> Above 1 but less than/equal to 1.5 = 3 <input type="checkbox"/> Equal to or less than 1 = 0 	10

CRITERION	CRITERION DETAILS	WEIGHTING																		
	<p><u>Interest Cover Ratio (5)</u></p> <p>Earnings before Interest and Taxes divided by Interest</p> <table border="0"> <tr> <td><input type="checkbox"/></td> <td>Above 5</td> <td>= 5</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Above 4 but less than/equal to 5</td> <td>= 4</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Above 3 but less than/equal to 4</td> <td>= 3</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Above 2 but less than/equal to 3</td> <td>= 2</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Above 1 but less than/equal to 2</td> <td>= 1</td> </tr> <tr> <td><input type="checkbox"/></td> <td>1 or less</td> <td>= 0</td> </tr> </table>	<input type="checkbox"/>	Above 5	= 5	<input type="checkbox"/>	Above 4 but less than/equal to 5	= 4	<input type="checkbox"/>	Above 3 but less than/equal to 4	= 3	<input type="checkbox"/>	Above 2 but less than/equal to 3	= 2	<input type="checkbox"/>	Above 1 but less than/equal to 2	= 1	<input type="checkbox"/>	1 or less	= 0	
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TECHNICAL CAPABILITY AND INFRASTRUCTURE	Experience of the key personnel																			
	<p>Operational Supervisor The CV of the operational supervisor must demonstrate the supervision experience relating to the supply of vehicles, plant and equipment (15)</p>	30																		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 70%;">3 Years and above</td> <td style="width: 30%; text-align: center;">5</td> </tr> </tbody> </table>	3 Years and above	5																		
3 Years and above	5																			
Experience in the supply of plant and waste equipment																				
<p>Track record (Company Profile and schedule of project undertaken as per annexure C), experience in the supply of vehicle, plant and equipment</p> <p>The company profile must indicate the total number of years’ experience, and the schedule of projects undertaken must indicate the client company name, short project description, start and end dates, total value of projects.</p>	30																			

CRITERION	CRITERION DETAILS		WEIGHTING
	Guideline	Rating 0-5	
	More than 5 years' experience with track record	5	
	More than 4 up to 5 years' experience with track record	4	
	More than 3 up to 4 years' experience with track record	3	
	More than 2 up to 3 years' experience with track record	2	
	1 to 2 years' experience with track record	1	
	Below 1 year experience with track record or no submission	0	
	Contactable references relating to Annexure C for the supply of vehicle, plant and equipment		
	Guideline	Rating 0-5	15
	0 Compliant reference	0	
	1 Compliant reference	1	
	2 Compliant reference	3	
	3 Compliant reference	5	
	<p>Reference letters must comply with the following requirements:</p> <ul style="list-style-type: none"> - References must be original or certified copies - Reference letters must be signed by the client - Reference letters must be for projects exceeding R 1 million per project and the project value must be specified in the reference letter/s - References must be on the client official company letterheads - References must be contactable (i.e. with client's contact details) - References must be relevant to the required service (i.e. the supply of vehicle, plant and equipment) <p>References may not be from affiliated companies and must be from clients where services were delivered to the end user.</p>		

CRITERION	CRITERION DETAILS	WEIGHTING	
LOCALITY	Locality	15	
	The address were the business premises are located or is operating from.		
	Guideline		Rating 0-5
	Outside RSA		0
	Outside Gauteng within RSA		2
	Within Gauteng but Outside COJ area		3
	Within COJ area	5	
Subtotal (In office functionality evaluation)		100	
Bidders must score 70 out of 100 points to qualify for the minimum functionality evaluation threshold.			

Bids that do not **score 70 or more points** out of a total of 100 on functionality evaluation will not be further considered.

19. UNIT PRICE NEGOTIATIONS AND PANEL SELECTION

- 19.1. Final unit rates will be negotiated with the shortlisted bidders to establish a panel of successful bidders.
- 19.2. Pikitup reserves the right to negotiate the bid rates or propose alternative rates.
- 19.3. Bidders will be considered to be included on the panel of pre-approved service providers, where unit rates are mutually agreed.
- 19.4. Pikitup reserves the right to award this tender in part or in its entirety, to multiple bidders, or not to award at all.
- 19.5. Pikitup reserves the right to inspect and / or confirm compliance of the bidders' vehicles, plant and equipment prior to final award.

20. WORK ALLOCATION TO THE PANEL

- 20.1. Successful bidders that qualify to be included on the panel of service providers will be allocated amongst the Pikitup depot areas and Garden sites.
- 20.2. Work allocation will be based on the available quantities that qualify per category as specified in the bid response.
- 20.3. The successful bidders with the newest vehicle, plant and equipment per category will be given preference of work allocation.

21. COMPLIANCE WITH LEGISLATION AND SPECIFICATION

- 21.1. The successful bidders shall comply with the City's by-laws and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such by-laws and regulations to the City and other authorities specified therein.
- 21.2. The successful bidders shall comply with all the Requirements prescribed in the specifications.
- 21.3. The successful bidders shall at the successful bidders' expense provide adequate protective clothing for its maintenance staff, as deemed a requirement by Pikitup's: SHE Department for the duration of the contract.

ANNEXURE 3 (A TO C)

ANNEXURE A – UNIT RATE CARD / PRICING SCHEDULE

ANNEXURE B – CATEGORY DESCRIPTIONS, MAXIMUM AGE, QUANTITY AVAILABLE, IDENTIFICATION, AGE, AND DATE OF PURCHASE/REGISTRATION

ANNEXURE C – COMPANY EXPERIENCE / COMPLETED PROJECTS

Notes:

- Annexures A, B and C must be completed, signed by the authorised signatory, and returned with the bid proposal.
- Where space provided is insufficient the schedules may be completed on the MS-Excel file. The format of the annexures may however not be altered.

ANNEXURE A - PRICING SCHEDULE / RATE CARD FOR THE PROVISION OF VEHICLE, PLANT AND EQUIPMENT ON A WET RATE OVER A PERIOD OF 36 MONTHS

IMPORTANT NOTES:

- PRICING MUST BE FOR VEHICLES, PLANT AND EQUIPMENT THAT ARE NOT OLDER AS SPECIFIED IN ANNEXURE B.
- VEHICLES, PLANT AND EQUIPMENT THAT ARE OLDER THAN THE SPECIFIED REQUIREMENTS ON THE DATE OF TENDER CLOSING WILL NOT BE CONSIDERED.
- BIDDERS MUST PROVIDE PRICING FOR AT LEAST TWO OF THE EIGHT CATEGORIES SPECIFIED BELOW TO BE CONSIDERED A RESPONSIVE BID.
- THE CATEGORY ITEMS COMPETED IN ANNEXURE A MUST CORRELATE WITH THE CATEGORY ITEMS SPECIFIED IN ANNEXURE B (I.E. PRICING SCHEDULE MUST BE COMPLETED FOR THE AVAILABLE VEHICLE, PLANT AND EQUIPMENT AS INDICATED IN ANNEXURE B)
- UNIT RATES PROPOSED SHOULD EXCLUDE VALUE ADDED TAX (VAT) AND RATES MUST BE PROVIDED FOR ALL 3 YEARS.

CATEGORY #	PLANT AND EQUIPMENT CATEGORY TYPE	OPERATING CAPACITY	CATEGORY DESCRIPTION	YEAR 1 HOURLY WET RATE, EXCLUDING VAT (Includes Driver and / or Operator)	YEAR 2 HOURLY WET RATE, EXCLUDING VAT (Includes Driver and / or Operator)	YEAR 3 HOURLY WET RATE, EXCLUDING VAT (Includes Driver and / or Operator)
1	Front end Loader	6 Ton/ Not less than 140kw/3m ³ bucket	Will be mobile and registered to operate on public roads and open spaces to assist with the clearing and cleaning of large illegal dumping spots.	R	R	R
2	Backhoe Loader (TLB)	4 Tons/Not less than 70kw/1m ³ bucket	Will be mobile to assist with the clearing and cleaning of medium illegal dumping spots in various areas.	R	R	R
3	Tipper Truck	10m ³ Truck /Not less than 200kw/30ton	This vehicle will be used to transport construction materials. It would further be required to pull mobile compressors or trailers.	R	R	R
4	Skidsteer loader / small articulated loader (equivalent to Bobcat)	Not less than 16kW / with 36" bucket	Must be transported on a flat bed or capacitated trailer to move between cleaning spots as and when required.	R	R	R
5	Green Waste Shredder	Shredding Green Waste 20 - 40 Ton per Hour	To be placed at designated Garden Sites to assist with the volumes of green waste that will require shredding.	R	R	R
6	Mini Skip Trailer	1 - 2 Cube Skip Loader Trailer (Double axle)	To be towed behind a vehicle with the necessary towing capacity and place these units at strategic points to assist with the waste collection of buildings and street sections.	R	R	R
7	Mini Skip Loader Chassis	2 - 3.5 Cube Skip Loader	4 x 2 Chassis with a Hydraulic Skip loader mechanism mounted to collect and clear mini skips in and around the City of Johannesburg	R	R	R
8	Green Waste / Wood Shippers	Mobile Wood Chipper	Unit to be towed behind a vehicle with the necessary towing capacity to be placed and moved between Pikitup garden sites to assist with wood chipping.	R	R	R

Bidding Company Name

Authorised Signature

Date

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

ANNEXURE B - VEHICLE, PLANT AND EQUIPMENT CATEGORY DESCRIPTION, CATEGORY FUNCTIONALITY, QUANTITY OF UNITS AVAILABLE, AGE AND FIRST REGISTRATION / PURCHASE DATE

IMPORTANT NOTES:

- Only include vehicles that are less than the specified age (i.e. since date of first vehicle registration / purchase or lease). Do not include any vehicle, plant or equipment that is older than the specified age in the bid response.
- In the case where space below is insufficient, the information could be provided in a separate schedule that must be in the same format as Annexure B and must be signed-off by the bidder.
- Bidders must have vehicle, plant and equipment available for at least two of the eight categories specified below for the bid to be considered responsive.
- The category items specified in Annexure B, must correlate with the category items priced in Annexure A.

CATEGORY #	VEHICLE, PLANT AND EQUIPMENT CATEGORY TYPE	VEHICLE, PLANT AND EQUIPMENT CATEGORY DESCRIPTION	CATEGORY FUNCTIONALITY	MAXIMUM AGE OF VEHICLES, PLANT AND EQUIPMENT THAT WILL BE CONSIDERED	QUANTITY AVAILABLE (I.E. FOUR) NOTE: ONLY VEHICLE, PLANT AND EQUIPMENT THAT IS NOT OLDER THAN SPECIFIED SHOULD BE INCLUDED	VEHICLE, PLANT AND EQUIPMENT IDENTIFICATION (I.E. REGISTRATION, OR SERIAL NUMBERS)	AGE FOR EACH AVAILBLE VEHICLE, PLANT OR EQUIPMENT (I.E. INDICATED IN MONTHS CALCULATED FROM REGISTRATION OR PURCHASE DATE)	DATE OF FIRST REGISTRATION / PURCHASE FOR EACH AVAILBLE VEHICLE, PLANT OR EQUIPMENT (I.E. DD / MM / YYYY)
1	Front end Loader	10 Ton/ Not less than 140kw/3m³ bucket	Collection and clearing of waste Illegal Dumping Spots and load Tipper Truck	8 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.
2	TLB	8 Ton/ Not less than 67kw/2m³ bucket	Collection and clearing of waste Illegal Dumping Spots and load Tipper Truck	8 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.
3	Tipper Truck	10m³ Truck / Not less than 200kw/30ton	Loading and Transporting of the Illegal dumping waste to the dedicated landfill.	5 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.
4	Skidsteer loader / small articulated loader (equivalent to Bobcat)	Not less then 16kW / with 36" bucket	Collecting and clearing of waste dumping spots	8 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.
5	Green Waste Shredder	Shredding Green Waste 20 - 40 Ton per Hour	Shredding of bulk green waste at dedicated Pikitup Garden Sites	8 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.
6	Mini Skip Trailer	1 - 2 Cube Skip Loader Trailer (Double axle)	Placing and collecting of small domestic waste skip bins	8 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.
7	Mini Skip Loader	2 - 3 Skip Loader Chassis (4 x 2 Chassis)	Placing and collecting of small skips with domestic and green waste	8 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.
8	Green Waste / Wood Shippers	Mobile Wood Chipper	Chipping of Tree Branches	8 years		1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.

Bidding Company Name

Authorised Signature

Date

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

ANNEXURE C - VEHICLE, PLANT AND EQUIPMENT - COMPLETED PROJECTS UNDERTAKEN TO DEMONSTRATE RELEVANT EXPERIENCE

Note: If space below is insufficient, the information could be provided in a separate schedule that must be in the same format as Annexure C and must be signed-off by the bidder.

NO	CLIENT NAME AND COMPANY NAME	SHORT DESCRIPTION OF PROJECT	PROJECT DURATION (MONTHS)	START DATE	END DATE	PROJECT VALUE
1						R
2						R
3						R
4						R
5						R
6						R
7						R
8						R
9						R
10						R

Bidding Company Name

Authorised Signature

Date

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

ANNEXURE 4

MBD 4

DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?
(Circle the applicable answer) YES / NO

3.8.1 If yes, furnish particulars.
.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or 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.

3.9 Have you been in the service of the state for the past twelve months?
(Circle the applicable answer)...YES / NO

3.9.1 If yes, furnish particulars.....
.....

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

(Circle the applicable answer) YES / NO

3.10.1 If yes, furnish particulars.

.....
.....

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

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

3.11.1 If yes, furnish particulars

.....
.....

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

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

3.12.1 If yes, furnish particulars.

.....
.....

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

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

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

3.14.1 If yes, furnish particulars:

.....
.....

ANNEXURE 5.1

MBD 5

MBD 5

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements (signed and / or stamped by the relevant auditor) for the past three years or since the date of establishment if established during the past three years. **YES / NO ***
(* Delete if not applicable)
 - 1.2 If no, please complete the public interest scores (PIS) for each of the financial years for which you provided financial statements, to determine if the statements required to be independently reviewed or not.

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO ***
(* Delete if not applicable)
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.
.....
.....

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO ***
 - 3.1 If yes, furnish particulars **(* Delete if not applicable)**

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

***YES / NO**
(* Delete if not applicable)

applicable)

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE 5.2

PIS SCORE

**ONLY APPLICABLE
FOR TENDERS
ABOVE R10M**

DECLARATION OF PUBLIC INTEREST SCORE (PIS) SCORE

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

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

PIS SCORE (1st set of financials):

PIS SCORE (2nd set of financials):

PIS SCORE (3rd set of financials):

Indicate which Financial Statement classification apply to your company	PIS Score	First set of financial statements Tick relevant box below with an “X”	Second set of financial statements Tick relevant box below with an “X”	Third set of financial statements Tick relevant box below with an “X”
- Financial Statement provided <u>must be audited</u> (Where the bidder did not provide a PIS score or if the PIS score provided is 350 points and above; audited financial statements must be provided)	Above 350			
- Financial Statement provided <u>must have an independent review</u> (Where the bidder’s PIS score is between 100 and 350; financial statements that are independent reviewed by a registered auditor or a chartered accountant must be provided)	Between 100 and 350			
- Financial Statement provided <u>do not require to be audited neither independent reviewed</u> (Where the bidder’s PIS score is below 100, financial statements must be provided but don’t have to be audited or independently reviewed)	Below 100			

IMPORTANT NOTE:

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

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

Financial Statements and Independent Reviews

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

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

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

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

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

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

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

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

- in the case of a non-profit company, to be a member of the company, or a member of an association that is a member of the company.

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

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

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

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

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

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

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

The company gets 1 point for every:

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

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

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

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

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

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

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

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

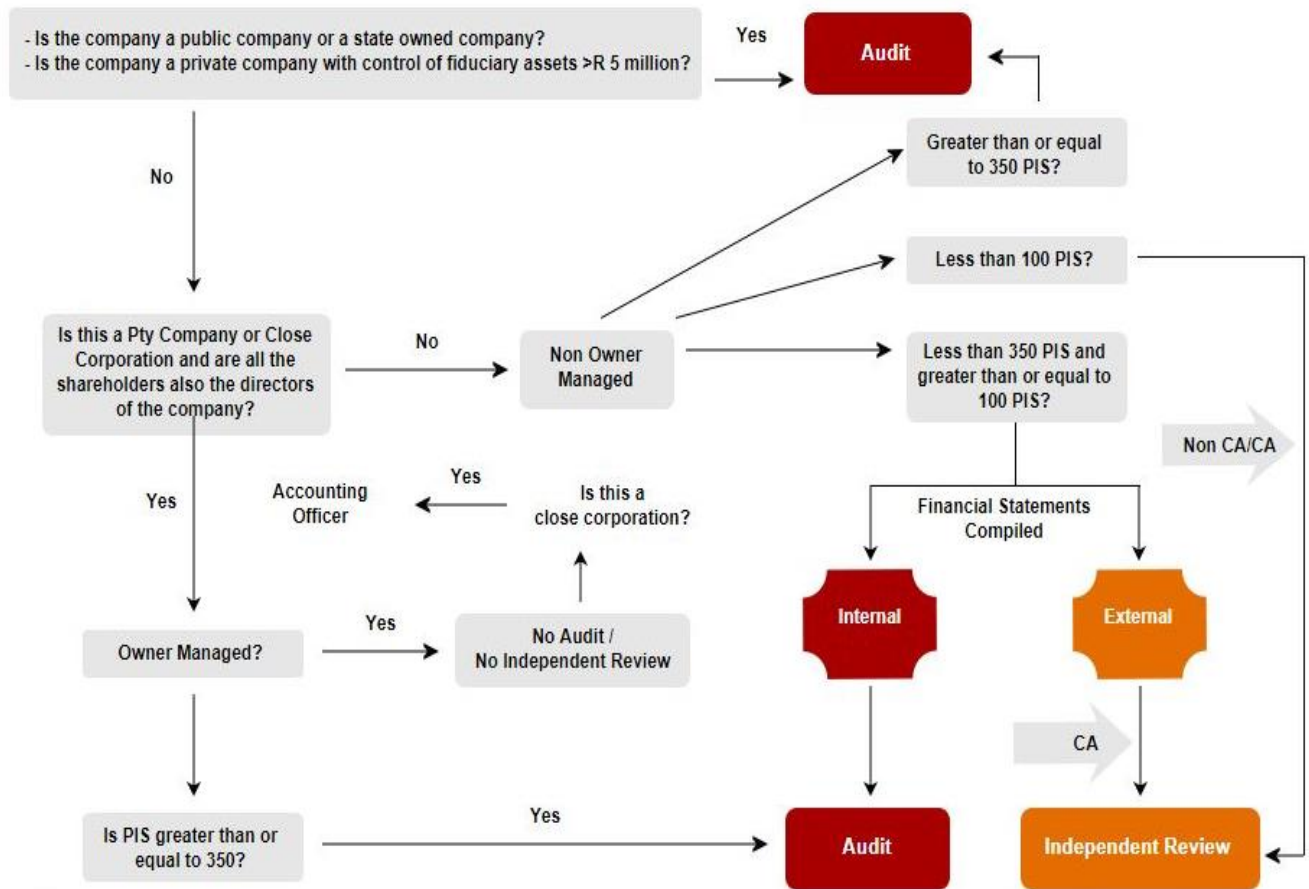
<http://www.cipc.co.za/index.php/manage-your-business/manage-your-company/private-company/compliance-obligations/financial-statements/>

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

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

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

Example of PIS flow chart:



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

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

ANNEXURE 6.

(NOT APPLICABLE FOR THIS
TENDER)

ANNEXURE 7

CONTRACT FORM

MBD 7.2 – RENDERING OF SERVICES

**MBD 7.2
CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to **PIKITUP JOHANNESBURG SOC LTD** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **PU102/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES	
1
2
DATE:	

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

DATE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number PU102/2022 dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Vehicle, plant and equipment used for illegal dumping and garden site services for Pikitup Johannesburg over a period of 36 months	Unit rates	36 months		Not applicable

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

SIGNED AT:

NAME (PRINT):

SIGNATURE:

DATE:

Witness: 1.

Witness: 2.

ANNEXURE 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE 9

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of _____ (Name of Bidder)
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

ANNEXURE 10

CORPORATE GOVERNANCE BREACH CLAUSE

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

CORPORATE GOVERNANCE BREACH CLAUSE

1. PIKITUP Johannesburg (SOC) LTD (“PIKITUP”) requires (“the Company”) to comply, *mutatis mutandis* with the Code contained in the King II Report and Code of Good Corporate Governance (below “the Code”) for the term of this Agreement and any extension thereof.

2. The Company irrevocably undertakes and agrees that it will, *mutatis mutandis*, comply with the Code for the term of this Agreement and any extensions thereof.

3. The Company acknowledges and agrees that:
 - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
 - 3.2 PIKITUP will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.

4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish PIKITUP with a written certificate, signed by the directors of the Company [**alternatively members of the Close Corporation**], certifying that the Company has complied with the provisions of the Code during the preceding months.

5. PIKITUP shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of PIKITUP and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to PIKITUP.

In the event of it being found that the Company is not complying with the Code, then PIKITUP shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then PIKITUP shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.

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

ANNEXURE 11

The National Treasury General Conditions of Contract 2010 as well as specific conditions of contract for this bid will apply. The GCC is available on www.nationaltreasury.gov.za. Any additional terms and conditions will form part of special conditions of contract to be agreed and signed upon award of the bid. The contract will have to be signed by the successful bidder before the project commence. A service level agreement must be entered into by the awarded bidder and PIKITUP within 30 days of award of contract.

The following agreement is a draft agreement (indicating the specific conditions of contract) and will be concluded at bid award with the successful bidder/s.



SERVICE LEVEL AGREEMENT

Between

**PIKITUP (SOC) LIMITED
("the Employer")**

and

.....

("the Service Provider")

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

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PARTIES:

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This Agreement is made between:

- (i) **PIKITUP JOHANNESBURG (SOC) LIMITED** a wholly-owned municipal entity of Pikitup of Johannesburg incorporated under the Companies Act (71 of 2008), read with the Municipal Systems Act (32 of 2000), with registration number 2000/029899/07 (the “**Employer**”); and
- (ii) a company registered in accordance with the laws of the Republic of South Africa under registration number (the “**Service Provider**”).

WHEREAS

- A. The Employer is a company mandated in terms of the Municipal Systems Act (32 of 2000) to provide municipal waste management and minimization services in the Johannesburg Metropolitan area.
- B. The Service Provider is in the business for the **supply and maintenance of the vehicles, plant, and equipment**
- C. The Employer requires **the vehicles, plant and equipment to deliver an integrated waste management service/s in the various regions and at the various landfills of Pikitup of Johannesburg.**
- D. **The vehicles, plant, and equipment must include the driver, operator, fuel, insurance, and all maintenance for the account of the service provider.** The Service Provider is willing and able to provide these services to the Employer.
- E. The Parties, therefore, enter into this Agreement to regulate their relationship and matters ancillary thereto.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

1.1.1. **“Affiliate”** means any other entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common control with the Party in question. For the purpose hereof “control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to directly or otherwise control the entity or the votes attaching to the majority of the entity’s issued share capital and, “controlled” or “under common control” shall have a similar meaning;

1.1.2. **“Agreement”** means, collectively, this agreement, all schedules hereto and any documents referenced in this Agreement that are binding on the Service Provider in terms of this Agreement;

1.1.3. **“Law”** means the Constitution of the Republic of South Africa, 1996, all national (or state) legislation, statutes, ordinances and other laws, regulations and by-laws of any legally constituted public Authority, norms and standards that have the force of law, and the common law;

1.1.4. **“Business Day”** means a calendar day, other than a Saturday, Sunday, or public holiday in South Africa;

1.1.5. **“Collusive Practice”** means any agreement (which includes without limitation a contract, arrangement or understanding, whether or not legally enforceable) or concerted practice (being co-operative, or coordinated conduct between firms, achieved through direct or indirect contact, that replaces their independent action, but which does not amount to an agreement) between two or more persons (other than between the Service Provider and its Affiliates), regardless of any technological, efficiency or other pro-competitive gains,

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involving any of the following:

- a) the direct or indirect fixing of a purchase or selling price or any other trading condition;
- b) the division of markets by allocating customers, Service Providers, territories, or specific types of goods or services; or
- c) collusive tendering;

1.1.6. **“Commencement Date”** means the date of the party signing last on time.

1.1.7. **“Commercially Reasonable Efforts”** means taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a prudent and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party;

1.1.8. **“Confidential Information”** means all information relating to the Project and the Employer (including all information relating to the Employer’s business, products, services, affairs and/or finances which is not readily available, in the ordinary course of business, to third parties) and any other information which, by its nature, would reasonably be considered to be confidential;

1.1.9. **“Service Provider’s Representative”** is the Service Provider’s Representative or any replacement appointed in writing by the Service Provider within 5 days of the Commencement Date.

1.1.10. **“Corrupt Act”** means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004;

1.1.11. **“Dispute”** means any dispute or difference between the Parties in connection with or arising from this Agreement in the widest sense, including any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or

application of the provisions of this Agreement, the Parties' respective rights and/or obligations in terms of and/or arising out of this Agreement and/or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement;

1.1.12. **“Equipment”** means the items of equipment listed in Schedule 2 [Equipment], all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;

1.1.13. **“Employer’s Personnel”** means the Employer’s Representative and all other staff, labour and other employees of the Employer’s Representative and of the Employer; and any other personnel notified to the Service Provider, by the Employer or the Employer’s Representative, as Employer’s Personnel;

1.1.14. **“Employer’s Representative”** is the Employer’s Representative or any replacement appointed in writing by the Employer and may be an individual or the holder of particular office in the employ of the Employer.

1.1.15. **“Force Majeure Event”** shall have the meaning ascribed thereto in clause 0;

1.1.16. **“Insolvent”** means with respect to a Party, that:

1.1.16.1. the total of that Party’s assets at a fair valuation is less than the total amount of liabilities, including without limitation, contingent liabilities;

1.1.16.2. that Party is not able to pay its debts and other liabilities, contingent obligations and other commitments as they fall due in the normal course of business;

1.1.16.3. an application has been made or a resolution has been passed for the winding-up, liquidation, business rescue of the party or for a provisional or final liquidator, business rescue practitioner to be appointed in respect of the Party or a meeting has been convened for the purposes of passing a resolution to wind up;

1.1.16.4. it is in receivership, in business rescue, in liquidation, in provisional

liquidation, under administration or wound up or has had a receiver appointed to any part of its property;

1.1.16.5. it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any Law or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party to this Agreement); or

1.1.16.6. an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), a resolution passed, a proposal put forward, or any other action taken, in each case in connection with that Party, which is preparatory to or could result in any of the circumstances in any of paragraphs 1.1.16.1, 1.1.16.2, 1.1.16.3, or 1.1.16.4 above;

1.1.17. “Licences” means the licences, registrations, permissions, authorisations, concessions, consents, notifications, agreements and permits required in terms of the Law;

1.1.18. “Normal Working Hours” shall mean the hours in respect of the various sites.

1.1.19. **“Parties”** means the Employer and the Service Provider and **Party** shall mean either of them as the context requires;

1.1.20. **“Penalties”** means the penalties payable by the Service Provider, as set out in Schedule 5 [*Penalties*];

1.1.21. **“Performance Standards”** means the performance and service levels, as set out in Schedule 1 [*Performance Standards*] and as may be amended by agreement between the Parties from time to time;

1.1.22. **“Scope of Services”** shall mean the scope of Services set out in Schedule 1 [*Scope of Services*];

1.1.23. **“Services”** means the Services as they are described in this Agreement and

Schedule 1 [*Scope of Services*];

1.1.24. **“Services Fee”** is the fee payable by the Employer to the Service Provider for the performance of the Services calculated in accordance with Schedule 4 [*Services Fee and Payment*];

1.1.25. **“Site(s)”** means the areas provided by the Employer for carrying out the Services;

1.1.26. **“Site Rules”** means all the **standard operating procedures**, rules and/or regulations applicable to all third parties that enter upon any of the Employer’s Sites and which are attached as Schedule 6 [*Site Rules*];

1.1.27. **“Term” shall** be a period of 36 months from the Commencement Date;

1.1.28. **“VAT”** means value-added tax as may be levied in terms of the Value-Added Tax Act, No. 89 of 1991, to the extent applicable;

1.2. Interpretation

1.2.1. In addition to the definitions in clause 1, unless the context requires otherwise:

1.2.2. the singular shall include the plural and vice versa;

1.2.3. a reference to any one gender, whether masculine, feminine or neuter, includes the other two;

1.2.4. all the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it;

1.2.5. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;

1.2.6. expressions defined in this Agreement shall bear the same meanings in the

schedules and annexures to this Agreement which do not themselves contain their own conflicting definitions;

1.2.7. if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;

1.2.8. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;

1.2.9. the words “include”, “including” and “in particular” shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s; and

1.2.10. The term “recognized good practice”, whenever used in this Agreement (unless the context indicates a different intention), means the skill, care and diligence of a Service Provider seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertakings, observing and/or exercising the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced Service Provider in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, workmanship or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions as this Agreement.

2. APPOINTMENT

The Employer hereby appoints the Service Provider to provide the Services at the Site(s) for the Term of this Agreement on a non-exclusive basis, and the Service Provider hereby accepts such appointment on the terms and conditions set out herein.

3. RELATIONSHIP OF THE PARTIES

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- 3.1 For the avoidance of any doubt, the Parties record and agree that, pursuant to the implementation of this Agreement, the Parties shall at all times act as independent business concerns in relation to the other. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.
- 3.2 Nothing contained in this Agreement shall be construed as creating a company, close corporation, joint venture, partnership or association of any kind between the Parties; nor is anything contained in this Agreement to be construed as creating or requiring any continuing relationship or commitment on a Party's or its affiliates' behalf with regard to the other Party and its affiliates other than as specifically set out herein.
- 3.4 Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.

4. COMMENCEMENT & DURATION

- 4.1 Subject to clause 0 below, this Agreement shall commence on the Commencement Date and shall endure for the Term until (36) thirty-six months when it shall terminate automatically.
- 4.2 Notwithstanding the provisions of clause 0 above, this Agreement may be terminated at any time during the Term by either Party in accordance with the provisions of this Agreement.

5. THE SERVICES

- 5.1 The Service Provider shall be responsible for providing the Services to the Employer:
- 5.2 as defined and set out in the Scope of Works and in accordance with this Agreement and the Performance Standards detailed in Schedule 3 [*Performance Standards*]. The Service Provider undertakes that, in providing the Services, it will employ the necessary diligence, skill, and expertise to comply with such Performance Standards;
- 5.3 to the satisfaction of the Employer's Representative;

- 5.4 in accordance with all applicable Law; and in accordance with industry the standards, due care, and diligence of a Service Provider in the same position and performing the same or similar services to the Services.
- 5.5 The Service Provider shall further:
- 5.5.1 comply with Client's Site Rules;
 - 5.5.2 comply with all reasonable instructions given by the Employer or the Employer's Representative at any time;
 - 5.5.3 participate in all meetings and service review sessions reasonably requested by the Employer upon reasonable notice to address performance issues related to this Agreement.
- 5.6 The Service Provider acknowledges that the Services includes all work specifically referred to in this Agreement, and which is otherwise necessary or desirable for the proper execution and completion of the Services and for the proper performance of the Service Provider's obligations under this Agreement.

6. THE EQUIPMENT

- 6.1 The Service Provider shall provide:
- 6.1.1 all Equipment required for the performance of the Services and not make use of the Employer's tools and/or equipment;
 - 6.1.2 the Equipment in good working order and ready to operate;
 - 6.1.3 sufficient, suitably skilled and qualified personnel to operate and maintain the Equipment; and
 - 6.1.4 sufficient fuel and resources (oil, lubricants, spares and consumables) to operate the Equipment to ensure that at all times the Performance Standards are met.
- 6.2 The Service Provider shall further:

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- 6.2.1 take such steps as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - 6.2.3 maintain at its own expense the Equipment in good and substantial repair including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment to ensure that the Performance Standards are met at all times;
 - 6.2.4 maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Employer, together with such additional information as the Employer may reasonably require.
- 6.3 The Equipment shall satisfy, comply with and meet, as the case may be, any technical standards stated in the Scope of Services and the Performance Standards.
- 6.4 The Service Provider's Equipment shall at all times remain the property of the Service Provider.
- 6.5 The risk of loss, theft, damage or destruction of the Equipment shall remain at the sole risk of the Service Provider during the Term.
- 6.6 The Service Provider shall, at its own expense, obtain and maintain the following insurances:
- 6.6.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Employer may from time to time nominate in writing;
 - 6.6.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Employer may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

6.6.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Employer may from time to time consider reasonably necessary and advise to the Service Provider.

7. STATUTORY AND OTHER OBLIGATIONS

7.1 At all times, including any period of time subsequent to the termination of this Agreement for whatsoever reason, the Service Provider shall conform in all respects with the provisions of any Law which may be applicable to the performance of the Services and the Service Provider's obligations under this Agreement (including any Law relating to the prevention of nuisances and pollution; waste recycling, management, transport and disposal; the environment; health and safety, social and labour matters; and security matters).

7.2 The Service Provider shall, and shall procure that its employees and its subcontractors and their employees and other agents of the Service Provider, acquaint it/themselves with all relevant Laws (including any Law relating to the prevention of nuisances and pollution; waste recycling, management, transport and disposal; the environment; health and safety, social and labour matters; and security matters) and provides the Services in a manner that fully complies with the Law.

7.3 The Service Provider shall ensure that it obtains all requisite Licences necessary to carry out the Services and its obligations under this Agreement.

7.4 The Service Provider shall ensure that it complies in all respects with the conditions and requirements of the Licences.

7.5 The Service Provider shall be responsible for the payment of all costs, taxes, duties, levies and waste management and other charges payable under any Law applicable to the performance of the Services and its obligations under this Agreement.

7.6 The Service Provider shall indemnify and keep indemnified the Employer and its directors, officers, employees and representatives against all losses, damages, costs or expenses (whether direct or indirect) which they may suffer or incur; all and any claims which may be brought against them by any authority or other third party in respect of any loss, liability (whether actual, contingent, or otherwise), damage, costs

and expenses; any orders or actions by authorities; and all legal costs on the attorney and client scale which may be payable as a result of any claims or proceedings in respect of this Agreement, as a consequence of or which may arise from or be attributable to a breach of clauses 0 to 0 or otherwise arising out of the Service Provider's non-compliance with any Law applicable to the execution of this Agreement.

8 SAFETY PROCEDURES

General

- 8.1 The Service Provider shall, and shall procure that all of its employees, representatives and subcontractors shall, at all times whilst performing the Services and/or whilst on Site, adhere strictly to the terms of the Site Rules. In addition, the Service Provider must provide safe working conditions for all persons carrying out the Services for or on behalf of the Service Provider and at all times comply with the Employer's Site Rules.
- 8.2 The Employer's Representative may direct the Service Provider to permanently remove any person from the Site if, in the opinion of the Employer's Representative, the person:
- 8.2.1 is guilty of misconduct or is incompetent or negligent; or
 - 8.2.2 has contravened any applicable rules of the Employer or an authority on safety or safe working procedures.

Occupational Health and Safety Plan

- 8.3 The Service Provider acknowledges that its appointment constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the Services that the Service Provider are to perform at the Sites, shall be the obligation of the Service Provider.
- 8.4 The Service Provider shall be deemed to be an employer in its own right whilst working on the Sites. In terms of Section 16(1) of the OHS Act, the Service Provider shall accordingly ensure that the requirements of the OHS Act are complied with by it and by its Chief Executive Officer.

- 8.5 The Service Provider warrants that it has familiarised itself with the hazards associated with the work being carried out on the Sites. The Service Provider shall ensure that its employees and/or sub-contractors are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the Sites.
- 8.6 The Service Provider shall be required to submit to the Employer, for approval, a health and safety plan in relation to the performance of the Services on the Site. The safety plan shall comply with all applicable Law.
- 8.7 The safety plan must be submitted to the Employer for the Employer's approval prior to the Commencement Date.
- 8.8 The Service Provider shall ensure that the Service Provider's Personnel have received health and safety training and are familiar with the approved health and safety plan.

Security

- 8.9 The Service Provider shall at all times remain responsible for the security of its own Equipment and assets on the Site/s. The Service Provider shall also fully acquaint itself and undertakes to comply with all of the Employer's security regulations (which are included in the Site Rules) particularly those pertaining to personnel, plant, material and equipment entering or leaving the Site.

9. SERVICE PROVIDER'S REPRESENTATIVE AND PERSONNEL

- 9.1 The Service Provider hereby appoints the Service Provider's Representative(s) as its representative and as the supervisor of the Services under this Agreement.
- 9.2 The Service Provider shall be entitled to appoint a substitute representative, or change the contact details of its representative, on written notice to the Employer from time to time (which written notice shall include contact details or substitute contact details of such representative, as the case may be). The change shall become effective on the first day succeeding the date of receipt of the notice.

- 9.3 Subject to clauses 0 and 0, the Service Provider's Representative shall have full authority to act on behalf of the Service Provider under this Agreement, including for

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purposes of granting any approvals or reaching agreement on any matter.

9.4 Except to the extent specifically otherwise authorised by the Service Provider from time to time, the Service Provider's Representative shall not have the authority to amend or terminate this Agreement.

9.5 The Service Provider shall be entitled, on written notice to the Employer, to limit the authority of its representative under this clause 0 from time to time; provided, however, that the Service Provider's Representative shall at all times at least be authorised:

9.5.1 to receive notices and other communications under this Agreement; and for purposes of seeking and granting approvals.

9.6 The Service Provider's Representative may delegate any of his or her functions under this Agreement to a nominee approved by the Employer's Representative. The Service Provider must promptly inform the Employer's Representative in writing of:

9.6.1 any appointment or replacement of the Service Provider's Representative; and

9.6.2 any delegation by the Service Provider's Representative of all or any of his or her functions under this Agreement to a nominee, and the extent and the scope of that delegation.

9.7 The Service Provider must ensure that the Service Provider's Representative and any delegate notified to the Employer's Representative under clause 0 are not replaced without the approval of the Employer's Representative.

9.8 The Service Provider shall ensure the availability of a sufficient and appropriate number of personnel who shall be properly qualified (and, if required, appropriately registered), with the necessary skills and experience as may be required for the performance of the Services.

10. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

10.1 The Service Provider represents and warrants that:

- 10.1.1 it has the requisite expertise and sufficiently skilled manpower, personnel and resources (including the necessary supervision and support services) to provide the Services and satisfy its obligations under this Agreement for the Term;
- 10.1.2 it has the necessary licenses and approvals as may be required to provide the Services efficiently and expeditiously;
- 10.1.3 it has the necessary power and legal capacity to enter into and perform its obligations under this Agreement and all matters contemplated herein;
- 10.1.4 it has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement;
- 10.1.5 it has the capacity and power to provide the representations, warranties and undertakings contained in this Agreement;
- 10.1.6 the execution of this Agreement and performance of its obligations hereunder does not and shall not, to the best of its knowledge:
 - 10.1.6.1 contravene any applicable Law; or
 - 10.1.6.2 contravene any provision of its constitutional documents,
 - 10.1.6.3 so as to prevent it from performing its obligations under this Agreement.

11. SERVICE PROVIDER’S WARRANTY ON ADHERENCE TO ANTI-BRIBERY AND SANCTIONS LAWS OR POLICIES

11.1 The Service Provider hereby represents and warrants that:

11.1.2 all information disclosed by or on behalf of the Service Provider to the Employer at any time up to the Commencement Date and, in particular, during any bid process preceding the award of the Agreement to the Service Provider, is true, complete and accurate in all material respects and the Service Provider is not aware of any material facts or circumstances not disclosed to the Employer which would, if disclosed, be likely to have an adverse effect on the Employer's decision (acting reasonably) to enter into this Agreement with the Service Provider;

11.1.3 it has not committed any Corrupt Acts in relation to negotiating and entering into this Agreement.

11.1.4 for the duration of this Agreement, it will comply (and will procure that all its employees, directors, officers or agents comply) with all international laws and regulations relating to economic sanctions, trade sanctions and/or export controls and the prevention and combating of bribery, corruption and money laundering, to which it is subject.

11.1.5 it has, and will for the duration of this Agreement have, an adequate anti-corruption programme in place to enable compliance with any anti-corruption Law applicable to it.

11.2 Each Party undertakes not to, and will procure that all its employees, directors, officers or agents, do not:

11.2.1 pay, promise to pay or offer to pay, or authorise the payment of any commission, success fee, bribe, pay off or kickback related to the Services that violates any anti-corruption Law or enter into any agreement pursuant to which any such commission, success fee, bribe, pay off or kickback may or will at any time be paid; or

11.2.3 offer, promise or give any undue pecuniary or other advantage, whether directly or indirectly to any public official, with the intent of influencing the actions or decisions of such official in performance of his/her official duties, with the purpose of obtaining or retaining business or other improper benefit or advantage.

11.3 Any breach by a Party of the provisions of this clause 0 will be a material breach of this

Agreement and entitle the innocent Party to cancel this Agreement immediately on notice to the guilty Party.

11.4 The Service Provider warrants that neither it nor any of its affiliates has engaged, and undertakes that it and its affiliates will not engage, in any Collusive Practice in connection with the matters contemplated in this Agreement.

12 PENALTIES

12.1 If the Service Provider fails to achieve the Performance Standards specified in Schedule 3 [*Performance Standards*] then the Employer shall, without prejudice to its other remedies under the Agreement, deduct from any invoiced amount a sum, as a penalty, calculated in accordance with Schedule 7 [*Penalties Schedule*].

12.2 The Service Provider shall not be liable for a penalty if and to the extent that a Performance Standard is not met due to any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site(s).

12.3 This clause 0 does not prevent the Employer from claiming damages and the Employer hereby reserves its right to claim damages in lieu of penalties should it so elect.

13. GENERAL OBLIGATIONS OF THE EMPLOYER

13.1 The Employer shall, for the duration of this Agreement:

13.1.1 provide the Service Provider with access to the Sites to allow the Service Provider to provide the Services;

13.1.2 provide such information and documentation as reasonably requested by the Service Provider so as to allow the Service Provider to fulfil its obligations in terms of this Agreement; and

13.1.3 co-operate with the Service Provider in all matters relating to the Services.

13.2 In addition, the Employer shall be responsible for and undertakes to pay the Services Fee as set out in Schedule 4 [*Services Fee and Payment*].

14 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

14.1 The Service Provider shall:

14.1.1 Provide the Services with due care, skill, professionalism, and diligence as would be expected of a reasonable service provider in the position of the Service Provider as more fully set out in the specification;

14.1.2 In addition to any insurances required to be held by the Service Provider in terms of the Multilateral Motor Vehicle Accident Fund Act, 1989 (Act no 93 of 1989) and the Compensation for Occupational Injuries and Diseases Act no 130 of 1993 amendments to these acts or any act promulgated as a replacement of any of these aforementioned acts, the Service Provider, must for the duration of the contract be fully insured against all accidents or misfortunes including death of or injury to persons and/or loss of or damage to property arising out of the condition or operation of the equipment or any execution of any work in terms of this contract. Such insurances should also provide care against all sums which become legally payable for losses or damages caused to Third Parties arising out of the ownership, possession or use of any equipment provided in terms of this contract

14.1.3 Notwithstanding the terms, conditions and exceptions of the insurances effected by the Service Provider, the Service Provider shall be liable for any damages, losses or injuries of whatsoever nature caused directly or indirectly to any municipal, government or private property (including damages to any service installations) that may be positioned in any road reserve area or to any persons as a result of the Service Provider's equipment, machines and/or vehicles being operated under the control of his employees in terms of the contract, and the hereby indemnifies Pikitup against all claims for such damage, loss or injury being directed against Pikitup, including, but not limited to, the cost of examining, resisting or settling of such claim.

- 14.1.4 Pikitup or any of its employees shall not be held liable to the contractor for any loss, damage or injury caused to the equipment, arising from anything done in terms of this contract unless such loss, damage or injury arises as a direct result of the negligence of Pikitup employees.
- 14.1.5 Upon acceptance of the tender, the Service Provider shall within 10 days at his own expense furnish to the Pikitup with the following:
 - 14.1.6 A letter from the Workmen's Compensation Commissioner, or his equivalent in terms of any replacement act, certifying that the contractor is in good standing with the Accident Fund, or its equivalent in terms of any replacement act.
 - 14.1.7 Full policy documentation proving the existence and validity of the insurances as required above.
- 14.2 The Service Provider shall affect for the duration of the contract the following insurances:
 - 14.2.1 All Risks insurance of Equipment or vehicles for a sum sufficient to provide for replacement of such Equipment or vehicles
 - 14.2.2 Insurance in terms of the provision of the Compensation for Occupational Injuries and Diseases Act no 130 of 1993 as amended or any replacement act thereto.
Employers Common Law Liability Insurance with a limit of indemnity of not less than R10, 000,000.00 per event.
 - 14.2.3 Motor Vehicle Liability Insurance including but not limited to Passenger Liability Indemnity for both authorized and unauthorized passengers for a limit of indemnity of not less than R10,000,000.00 per event and with a minimum limit of R10,000,000.00 per event and per period of insurance in respect of:
 - 14.2.3.1 Passenger Liability Including Unauthorized Passenger Liability
 - 14.2.3.2 Contingent Liability
 - 14.2.3.3 Liability arising out of fire and/or explosion
 - 14.2.3.4 Riot Insurance effected through the South African Special Risks Insurance Association (SASRIA) in respect of all construction

equipment, machines and/or vehicles for a sum sufficient to provide for their replacement.

- 14.2.3.5 Public Liability Insurance including, but not limited to, Liability for defective workmanship, Liability for the acts of employees or any principal of the contractor, Liability for accidental loss, damage or injury to property and/or persons for a limit of Indemnity of R10, 000, 000.00 per event and with a minimum limit of R10, 000, 000.00 per event and per period of insurance.

NB:NO EQUIPMENT WILL BE ACCEPTED BY PIKITUP IF THIS PROOF IS NOT SUBMITTED WITHIN THE ABOVEMENTIONED PERIOD OR IF PIKITUP DOES NOT CONSIDER THE POLICY TO COMPLY WITH THE NECESSARY REQUIREMENTS.

15. PENALTY

- 15.1 Should the Service Provider fail to comply with its obligations in terms of this Agreement, Pikitup may:
- 15.1.1. exercise its rights in terms of clause 16 below; alternatively
 - 15.1.2. impose a penalty on the Service Provider as provided in clause 13.4 below.
- 15.2. An election of any of the above by Pikitup shall not mean that Pikitup has waived any other rights, which Pikitup might have in law.
- 15.3. Should Pikitup elect to impose a penalty on the Service Provider, Pikitup shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 15.4. Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then Pikitup shall be entitled, without prejudice to any alternative or additional right of action or remedy available to Pikitup and without further notice, impose a penalty, which penalty shall be a deduction of 10% of the monthly Invoice Price for the Contract Period; and for the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the Service Provider monthly
- 15.5 Should there be a dispute as to whether the failure to deliver was caused by Pikitup or

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was the Service Provider's fault such dispute shall be dealt with in accordance with the provisions of this contract.

16. INSPECTION

16.1. Pikitup shall at any time inspect the Goods and/or Services of the Service Provider in terms of this Agreement.

16.2. If Pikitup is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

16.3. The Service Provider shall immediately upon receipt of written demand by Pikitup, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

16.4. Should the Service Provider fail to remedy the failure or default referred to above then Pikitup shall have the right to impose penalties as provided for in clause 15

16.4.1. To enable Pikitup to determine whether the Goods and/or Services rendered in terms of this Agreement are being complied with the Service Provider shall:

16.4.1.1 provide Pikitup with such information as it may reasonably require;

16.4.1.2 allow Pikitup to inspect and take copies of any records of the Service Provider relating to the Goods and/or Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence;

16.4.1.3 allow Pikitup or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.

17. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

17.1 Service Warranties

- 17.1.1 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:
- 17.1.1.1 it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;
 - 17.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;
 - 17.1.1.3 it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;
 - 17.1.1.4 all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;
 - 17.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
 - 17.1.1.6 the use or possession by Pikitup of any Materials will not subject Pikitup to any claim for infringement of any Intellectual Property Rights of any third party;
 - 17.1.1.7 with promptness and diligence and in a skillful manner and in accordance with the practices and professional standards of operations while performing Services similar to the Services;
 - 17.1.1.8 which Services will in all aspects comply with industry norms and best practice to the satisfaction of Pikitup with regard to materials and workmanship;
 - 17.1.1.9 using and adopting any standards, processes and procedures required under this Agreement;

- 17.1.1.10 warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to Pikitup and it shall allocate employees in accordance with the technical skill and knowledge required;
- 17.1.1.11 free from any defects in material and workmanship;
- 17.1.1.12 maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services and/or processing the Goods;
- 17.1.1.13 maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support;
- 17.1.1.14 ensuring that all applicable laws are observed;
- 17.1.1.15 without derogating from the generality of a foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the Goods; and
- 17.1.1.16 guaranteeing that the Goods shall be in good working condition for the warranty and/ or maintenance period of the Goods, and that the Service Provider shall be responsible for the costs of repair of the Goods should the Goods require to be repaired to their normal use.
- 17.1.1.17 ensuring the Good/s provided and or delivered is tested for quality at intervals required by Pikitup. Intervals for such testing will be communicated by Pikitup's Contact person in writing.

17.2 Indemnity

17.2.1 The Service Provider hereby indemnifies Pikitup against any claim which may be brought against Pikitup by the Service Provider's personnel or a third party

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arising from the execution of this Agreement alternatively which arises against Pikitup as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that Pikitup shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of Pikitup becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from Pikitup aforesaid, elect in writing to contest such a claim in the name of Pikitup and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies Pikitup against all and any costs (including attorney and own client costs) which may be incurred by or awarded against Pikitup as a consequence of the defence of the claim.

18. SERVICE PROVIDER'S PERSONNEL

18.1 Liability for Criminal Acts of Employees

The Service Provider shall be liable to Pikitup for any loss that Pikitup or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

18.2 Character of Employees

18.2.1 Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to Pikitup employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

18.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

18.3 Pikitup shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

19. STATUTORY AND EMPLOYMENT ISSUES

19.1 The Service Provider shall comply with all employment legislation

19.1.1 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with Pikitup. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

19.1.2 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If Pikitup advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep Pikitup informed regarding the steps taken and the implementation and the result thereof.

19.2 No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of Pikitup. The Service Provider shall assist to defend and bear all costs in the event that Pikitup is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should Pikitup defend the matter, the Service Provider hereby indemnifies Pikitup against all and any costs (including attorney and own client costs) which may be incurred by or awarded against Pikitup as a consequence of the defence of the claim.

19.3 Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies Pikitup

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against any claim which may arise in respect of such Act by its personnel against Pikitup.

20. SUBCONTRACTING

20.1 The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior consent of Pikitup.

20.2 In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to Pikitup in writing for consent to do so.

20.3 In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.

20.4 Pikitup may, in its sole and absolute discretion refuse consent to Subcontract. In the event Pikitup approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:

20.4.1 the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Service;

20.4.2 such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds Pikitup harmless against any loss, harm or damage which Pikitup may suffer as a result of such Subcontracting;

20.4.3 the Service Provider shall at all times remain the sole point of contact for Pikitup in respect of the acquisition of Services by Pikitup; and

20.4.4 no such Subcontracting shall have any effect on the Contract Price and charges payable by Pikitup to the Service Provider in terms of this Agreement.

21. ALLOCATION OF WORK

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A maximum of 30 Service Provider will be appointed, appointment shall be on an 'as-and-when' needed basis and therefore the services will only be required as Pikitup needs them and Pikitup will be under no obligation to allocate any work to the Service Provider over the term of contract should the services never be needed. Pikitup further has no obligation to allocate the full quota of the number of vehicles, equipment and machinery indicated as available in Service Provider's tender submission.

22 DRIVERS AND OPERATORS

the Service Provider shall ensure that all construction vehicles and Refuse Removal Vehicles; a) Are of an acceptable design and construction

b) Are maintained in a good working order

c) Are used in accordance with their design and the intention for which they were designed, having due regards to safety and health;

d) Are operated by workers who-

The attention of the Service Provider is drawn to the requirements of the Industrial Conciliation Act 1956, as amended and any determination relevant to the driving or operating of VEM's used for this Contract.

The attention of the Service Provider is also drawn to the requirements of the Occupational Health and Safety Act, Act 85 of 1993.

Construction Regulation 21

Have received appropriate training and been certified competent and been authorized to operate such machinery;

Are physically and psychologically fit to operate such construction vehicles and Refuse Removal Vehicles by being in possession of a medical certificate of fitness;

e) Have safe and suitable means of access

It is therefore required that the Service provider submit a certificate of competence from an approved institute for each machine operator/driver, to prove that the operator is competent to operate the machine on request by Pikitup. Drivers and Operators must be in possession of a valid, driver's license and PrDP where applicable. Pikitup

reserves the right to test Operators at any given time as and when required.

Should the Contractor's operator or employee be incompetent, impertinent, unreasonable, fail to carry out his instructions, no valid documentation available or otherwise hinder the progress of the work the Contractor shall remove him from the site of the works immediately upon receiving the Official's objection to this employee and replace him within 12 hours. Such an objection or request shall be confirmed in writing. This employee shall not be re-employed for work in terms of this contract without the written consent of the Official and/or until the valid documentation have been received.

No payment will be made for the Equipment's from the time that a report has been made, provided that the Equipment's has not been used for other purposes, until a replacement has been provided.

Operators shall be responsible persons able to fully comprehend written or oral instructions. In addition the operators and drivers must be generally competent persons for the task they are to perform and must have a working knowledge of all traffic laws or by-laws and be specifically instructed to observe such laws at all times. The Official may give instructions to the Service Provider's employees to follow a particular route and generally perform the work to be done as required by the Official.

23 STANDARD WAGES

23.1 The Service Provider undertakes in the case of its employees engaged upon work under this Contract for Pikitup, to pay wages at not less than the current local standard rates, to observe the hours and other conditions of labour recognised as proper in the district and to employ only skilled tradesmen with bona fide apprentices in the performance of skilled tradesman's work.

23.2 For the purpose of this clause "Current local standard rates" of wages shall be such rates as are, for the time being, recognised and agreed upon as standard rates by a local body recognized as representing workmen in the particular trade concerned on the one hand, and any local association representing employers in such trade on the other, and "the hours and other conditions of labour recognised as proper in the district" shall be hours and conditions of labour as are similarly recognised and agreed upon,

provided that where in any trade there are no rates of wages, hours and conditions of labour so recognised and agreed upon, reference shall be made to the practice with regard to such trade obtaining in the district.

23.4 The Service Provider shall for the purpose of satisfying the Pikitup as to the fulfilment of his obligations under this clause, at all times afford to Pikitup and its authorised agents, reasonable facilities for inspecting, copying and making extracts from all relevant books and pay-sheets of the Service Provider.

23.5 The Service Provider is warned that in the event of a breach of the provisions of this clause, Pikitup may consider such breach as sufficient ground for refusing to accept any bid for other works thereafter submitted by the Service Provider.

24. LOADS

The Service Provider shall ensure that the trucks are loaded to the maximum capacity, but within the legal limits and that their loads are delivered in accordance with the Official's instructions by the shortest practicable route and that the trucks return by a similar route and within a reasonable time as determined by the Official.

Note: It is the responsibility of the Service Provider and his driver to ensure that trucks are not overloaded

23. AREA TO BE WORKED IN

Equipment are to work where and when required in ALL of the City of Johannesburg regions.

The Service Provider will be notified by the Official 48 hours in advance of the number of Equipment required of him and of the name of the official of the relevant

Department, depot or work site to whom he must report for more specific details as to where and when the equipment under his control will be required to work. The onus is on the Service Provider to contact this official within the period of 48 hours to obtain this information.

24. EQUIPMENT, MACHINES AND VEHICLES WHICH DO NOT COMPLY WITH REQUIREMENTS

24.1 All Equipment must at all times fully comply with the Road Traffic Act of 1996

24.2 Any Equipment which in the opinion of Pikitup Official is the Equipment's not capable of performing the duties prescribed in terms of the specification, If Equipment is found to be faulty no payment shall be made to the Service Provider from the day on which equipment was found faulty and the penalty clause will apply.

24.3 The Service Provider shall ensure that for the duration of this contract Equipment being operated in terms of this contract will have all the necessary valid documents relating to the Equipment and operators and these documents shall be made available to the Pikitup Official on request. The documents required shall include a current applicable license, fitness certificate, contractors all risk insurance policy from an approved insurance company to indicate that the Equipment is properly insured.

Should it be deemed necessary before the contract is awarded the Official may inspect any or all the items of equipment tendered, for purposes of adjudication.

24.4 All items of Equipment accepted on the contract may be inspected by the Official or Inspector at any time. The equipment will be checked to ensure that it complies in all respects with the requirements as detailed in the tender documents.

24.5 Any Equipment found by the Official to be unsuitable shall be removed immediately by the contractor.

24.6 Equipment must be free from leaks of any type of fluid.

24.7 At all times the Equipment shall be kept in a fully roadworthy condition.

24 The Service Provider shall during the currency of the contract ensure that –

24.8.1 the vehicle(s) and drivers comply to Road Traffic Act and/or Occupational Health and Safety Act

24.8.2 the vehicle(s) and equipment are in a good state of repair;

24.8.3 the vehicle(s) and equipment are comprehensively insured;

25. MAINTENANCE OF EQUIPMENT

25.1 Equipment shall be maintained in the same condition, fair wear and tear excepted, as they were in when accepted by Pikitup in terms of the Special Conditions and Specifications and the relevant documents required of the Special Conditions must remain valid and be updated as necessary, for the duration of this contract.

25.2 The Service Provider shall, whenever possible, undertake to do all servicing or maintenance as may be required for the equipment, machines and/or vehicles during the contracts non-working hours.

25.3 Equipment taken in for repairs must be replaced by the Service Provider within 12hrs.

Where this is not possible, the Service Provider shall give the Official 24 hours' notice of his intention to withdraw the equipment, machines and/or vehicles for this purpose.

26. PENALTIES FOR BREAK-DOWN AND NON-OPERATING TIME

26.1 Should any Equipment doing work in terms of this contract break down or become defective, the operator is absent, there is a fuel shortage or the stoppage is due to any inefficiency on the part of the Service Provider or his employees so causing a delay of work at any time of day, then the following procedure in applying the penalties will be

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adopted:

- 26.1.1 vehicles break down shall incur 10% of the invoice price from 4 hours of not operating.
 - 26.1.2 On reporting for duty, equipment carrying insufficient fuel to complete a normal day shall incur 10% penalty of invoice price from 4 hours of not operating
 - 26.1.3 Should the Equipment report on site and is not in a working order, such as non-working lights, break lights or flicker lights or does not have a valid license disc or registration plates, a penalty of 10% invoice price shall be imposed per week.
- 26.2 A breakdown shall be reported by the Service Provider's operator (when supplied) by the quickest practicable means to the Service Provider and Pikitup official. The Official will render assistance in conveying those reports, but the onus of reporting breakdowns to the contractor rests with the contractor's operator. The Official will be responsible for notifying the Service Provider of any breakdowns where no operator is supplied. Record of such incidents will be kept

27. RATE OF PAYMENT

- 27.1 Daily rates are to be based on 8 working hours. Payment shall be made for work done and services rendered in accordance with the approved rates.
Invoices for payment must be submitted under the same name as that appearing on the signed contract documents.
- 27.2 In cases where the Equipment are required for less than 8 (eight) hours a day, the total for such usage will be determined on a pro-rata basis, based on the actual number of hours used.
Pikitup reserves the right to conduct a market analysis to determine the fair price offered and to avoid exploitation.

28. COMPLIANCE WITH BY-LAWS AND SPECIFICATIONS

- 28.1 The Service Provider shall comply with the City of Johannesburg's By-laws and any other laws or regulations and shall give all notices and pay all fees required by the provisions of such by-laws and regulations to the City of Johannesburg and other authorities specified therein.

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28.2 The Service Provider shall comply with all the requirements prescribed in the Specification.

29. DUMPING

The Service Provider shall not dump any material in any place without the prior approval of or on the instructions of the Official. The Service Provider will be liable for any fines imposed for dumping in any but the prescribed places

30. LIABILITIES

30.1 Nothing in this Agreement shall limit or exclude a Party's liability for deliberate default, fraud, fraudulent misrepresentation or reckless misconduct.

30.2 Subject to clause 0, under no circumstances shall a Party be liable to the other for any of the following, whether in contract, delict (including negligence) or otherwise:

30.2.1 loss of revenue or anticipated revenue;

30.2.2 loss of use;

30.2.3 loss of production;

30.2.4 loss of business opportunity;

30.2.5 loss of profits or anticipated profits;

30.2.6 wasted expenditure; or

30.2.7 any indirect or consequential losses.

31 FORCE MAJEURE

31.1 Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent that a Force Majeure Event occurs. In such event, subject to the provisions of this clause the non-performing Party is excused from further performance for as long as such circumstances prevail and the

Party continues to use its Commercially Reasonable Efforts to mitigate the effect of the Force Majeure Event and recommence performance of its obligations in terms of the Agreement, as soon as possible.

31.2 A **Force Majeure Event** is any event or circumstance or combination of events and circumstances which fulfils all of the following 3 (three) criteria:

31.2.1 is beyond the reasonable control of the Party affected by that event or circumstance or both;

31.2.2 wholly or partially prevents the performance by the affected Party of any of its obligations under this Agreement; and

31.2.3 cannot be prevented, overcome or remedied by the exercise by the affected Party of a standard of care and diligence consistent with that of a Service Provider experienced in projects or activities of a similar nature to the Service Provider's Works (as the case may be).

31.3 If a Force Majeure Event occurs, in relation to the Service Provider's obligations to provide the Services, the Service Provider must immediately notify the Employer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement.

32 TERMINATION

Termination for Convenience

32.1 The Employer shall have the right at any time due to the changes in operational requirements terminate this Agreement by giving the Service Provider 30 (thirty) calendar days' prior written notice to that effect.

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32.2 The Employer shall not be entitled to terminate this Agreement in terms of this clause 0 within the first month of the Commencement Date.

32.3 The Service Provider is not entitled to any compensation as a result of this clause 32, including any consequential costs, losses or damages.

32.4 Upon receipt of a written notice pursuant to clause 0, the Service Provider shall forthwith discontinue the Services.

Termination for Corrupt Acts and Collusion

32.5 If the Service Provider, any shareholder, any Affiliate of any one of them (or anyone employed by or acting on behalf of any of them) admits to or is convicted of having committed any Corrupt Act or collusive practices in relation to the Services then the Employer may terminate this Agreement with immediate effect by giving written notice to the Service Provider.

32.6 Without prejudice to its other rights or remedies under this clause, the Employer shall be entitled to recover from the Service Provider, the greater of:

32.6.1 the amount or value of the gift, consideration or commission which is the subject of the Corrupt Act or collusive practice; and

32.6.2 any damages sustained by the Employer in consequence of any breach of clause 0 by the Service Provider and the resultant termination.

32.7 Nothing contained in this clause or clause 0 shall prevent the Service Provider, shareholder, Affiliate or subcontractor from paying any proper commission or bonus to its employees within the agreed terms of their employment.

Default

32.8 If either Party (“the **Instructing Party**”) considers that the other (“the **Defaulting Party**”) is in breach of this Agreement, the Instructing Party may give the Defaulting Party:

32.8.1 a written notice specifying the date by which the Defaulting Party must rectify

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the breach to the extent that the breach is capable of rectification; or

32.8.2 if the breach is incapable of rectification, a written notice specifying the Instructing Party's requirements to mitigate the effects of that breach.

32.9 If the Instructing Party gives the Defaulting Party a written notice referred to in clause 0 the Defaulting Party must comply with the written notice.

32.10 If the Defaulting Party fails to rectify the breach or overcome or mitigate the effects of the breach, as the case may be, in accordance with the terms of a written notice referred to in clause 0:

32.10.1 the Instructing Party may take any action it considers appropriate to:

- a. rectify that breach; or
- b. mitigate the effects of the breach; and
- c. in either event claim damages that it may have suffered as a result of the breach; and

32.10.2 the Defaulting Party must indemnify the Instructing Party against any damage, expense, loss or liability it suffers or incurs in respect of that action, unless that damage, expense, loss or liability arises from the negligence or wilful default of the Instructing Party.

32.11 The Instructing Party may terminate this Agreement by giving the Defaulting Party 7 (seven) days' written notice if the Defaulting Party has not complied with a written notice given under clause 0.

Insolvency

32.12 To the extent permitted by law, either Party may terminate this Agreement, with immediate effect, by written notice to the other Party if the other Party is Insolvent.

33 DISPUTE RESOLUTION

- 33.1 Unless otherwise expressly provided for in this Agreement or otherwise agreed by the Parties in writing, Disputes shall be submitted for resolution and determined in accordance with the terms and procedures set out below, which shall apply to and govern all Disputes.
- 33.2 If a Dispute arises between the Parties then such Dispute shall be submitted, in accordance with this clause 33:
- 33.2.1 in the first instance, to the Managing Director or Chief Operating Officer of the Parties (or person in the equivalent position), as appropriate, for resolution; and
- 33.2.2 failing resolution by the Managing Directors or Chief Operating Officers, to arbitration.
- 33.3 Either Party, or its Managing Director or Chief Operating Officer (as the case may be), may by written notice to the other Party (hereinafter “the **Dispute Referral Notice**”) refer a Dispute for resolution. The Dispute Referral Notice shall state that it is given in terms of this clause 0.
- 33.5 The Dispute Referral Notice shall identify the Dispute and the result sought.
- 33.6 Any resolution of a Dispute in terms of clause 0 referred to by written notice as contemplated in clause 0 shall (unless expressly otherwise stated therein) be final and binding on the Parties when reduced to writing and signed by the respective Parties’ Managing Directors or Chief Operating Officers, or Chief Executive Officers, as the case may be. To this end, the Parties respectively agree and warrant to each other that the Managing Directors or Chief Operating Officers, as the case may be, have full authority to so bind them.
- 33.7 If the Managing Directors or Chief Operating Officers (as the case may be) fail to resolve the Dispute within 14 (fourteen) days of such Dispute having been referred to them, or such longer period as the Parties may agree in writing, either Party (hereinafter “the **Referring Party**”) shall be entitled, via its Managing Director or Chief Operating Officer, as appropriate, to refer that Dispute to arbitration, by a single arbitrator by notifying the other Party in writing of its intention to refer such Dispute to

arbitration (hereinafter “the **Arbitration Notice**”). The Arbitration Notice shall state that it is given in terms of this clause 0.

33.8 Should the Parties fail to agree on the arbitrator within 7 (seven) days of the Arbitration Notice, the arbitrator shall be appointed, at the written request of either Party (which request shall be copied to the other Party and which shall emphasise the agreed expedited nature of such request), by the Chairman for the time being of Association of Arbitrators (Southern Africa) (or its successor) or its nominee.

33.9 Unless otherwise expressly agreed by the Parties in writing:

33.9.1 the arbitration proceedings shall be held at Johannesburg and shall be conducted under the Standard Procedure Rules of the Association of Arbitrators (“the **Rules**”);

33.9.2 the arbitrator is empowered to decide upon the arbitrator’s own jurisdiction, and the scope of any Dispute referred to the arbitrator and may decide on provisional or interim relief;

33.9.3 the arbitration proceedings shall be conducted as expeditiously as possible; and

33.9.4 the award of the arbitrator shall be final and binding and not subject to appeal.

33.10 The provisions of this clause 33 shall prevail to the extent of there being any conflict between the Rules and this clause 33.

33.11 The provisions of this clause 33:

33.11.1 constitute an irrevocable consent by the Parties to the arbitration and other proceedings contemplated in terms hereof and neither of the Parties shall be entitled to withdraw from the provisions of this clause 33 or claim at any arbitration or other proceedings contemplated herein that it is not bound by these dispute resolution terms and procedures or such proceedings;

33.11.2 are severable from the rest of the Agreement and shall remain in effect

despite the termination, cancellation, invalidity or alleged invalidity of the Agreement for any reason whatsoever; and

33.11.3 shall be governed by the laws of the Republic of South Africa (in respect of both substantive and procedural law).

33.12 Nothing in this clause 33 shall preclude either Party from seeking urgent interim relief, not otherwise provided for herein, from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division: Johannesburg.

34 ADDRESSES FOR LEGAL PROCESSES AND NOTICES

34.1 The parties choose for the purposes of this Agreement the addresses and email addresses specified below:

The Employer:

Pikitup Johannesburg (SOC) LTD

66 Jorissen Street

Braamfontein

Service Provider:

34.2 Any legal process to be served on either of the Parties may be served on it at the address specified for it in clause 0 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.

34.3 Any notice or other communication to be given to either of the Parties in terms of this Agreement is valid and effective only if it is given in writing, provided that any notice given by email is regarded for this purpose as having been given in writing.

34.4 Notwithstanding anything to the contrary in this clause 34, a written notice or other communication actually received by any Party is adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

34.5 Any Party may by written notice to the other Party change its address or telefax number or email address for the purposes of clause 0 to any other address (other than

a post office box number) provided that the change will become effective on the day following receipt of the notice.

SIGNED at _____ on this the _____ day of _____ 2022.

For and on behalf of

**PIKITUP JOHANNESBURG (SOC)
LIMITED**

Signatory:

Capacity:

SIGNED at _____ on this the _____ day of _____ 2022

For and on behalf of

Signatory:

Capacity:

SCHEDULE 1

SCOPE OF SERVICES

21.4. **Pikitup hereby seeks to appoint a panel of service providers for a period of 36 months on the following requirements in terms of the specialised waste management vehicles.**

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- 21.5. **Supply and operate specialised waste management vehicles on an as and when required basis (Ad-hoc) based on requirement from Pikitup.**
- 21.6. **Fleet management support services for specialised waste management vehicles:**
 - 21.6.1. **Fleet Management System (FMS) and support services such as Tracking, route replay, Daily unit inspections, etc.**
 - 21.6.2. **24/7/365 Support services**
 - 21.6.3. **24/7/365 Breakdown and roadside assistance services**
 - 21.6.4. **Provision of fuelling services for the entire shift for the day**
 - 21.6.5. **Dedicated contract service Supervisor or Manager**
 - 21.6.6. **Vehicles, plant and equipment performance reporting daily, weekly and monthly**
- 21.7. **Bidders must take note of the vehicles, plant and equipment as contained in (Annexure B).**
- 21.8. **Bidders with the necessary knowledge, expertise, capacity and experience must submit proposals in line with the following requirements: -**
 - 21.8.1. **Bidders must submit suitable pricing that meets the approved specifications for consideration by Pikitup.**
 - 21.8.2. **Bidders must have at least two respective vehicles, plant and equipment categories available as indicated in annexure A and annexure B of this document.**
 - 21.8.3. **Bidders must only include vehicles (less than 5 years of age), or plant and equipment (less than 8 years of age) as indicated in annexure B. Pikitup will not consider any bid where vehicles, plant and equipment proposed are older than the stipulated age (i.e. calculated from date of original purchase or date of initial registration, to the tender closing date).**
 - 21.8.4. **Bidders must finance the entire vehicle, plant and equipment, and delivery process from its own funding resources.**
 - 21.8.5. **Bidders must ensure each vehicle, plant and equipment will be available for a period of 8 hours per shift, and only hours worked will be signed off and invoiced accordingly to a maximum of 40 hours per vehicle, plant or equipment per week.**
 - 21.8.6. **At Pikitup's discretion shift times may vary as required depending on operational requirements at the time.**

- 21.8.7. **Successful bidders must facilitate the fitments of all the required attachments and accessories as well as modifications required to ensure that the vehicle, plant and equipment are able to fulfil its functional requirements.**
- 21.8.8. **Successful bidders must manage the logistics, value chain for the vehicle, plant and equipment, licensing and registration, securing the relevant warranties and / or maintenance plans, as well as the delivery of each vehicle, plant and equipment.**
- 21.8.9. **Successful bidders must deliver the required vehicle, plant and equipment to the specified allocated depot or sites.**
- 21.8.10. **Successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.**
 - 21.8.10.1. **Turn-around time of puncture repairs must be within 2 hours**
 - 21.8.10.2. **Turn-around times of hydraulic repairs must be within 2 hours**
 - 21.8.10.3. **Should a breakdown occur, the replacement of the actual vehicle, plant or equipment must be within 24 hours.**
 - 21.8.10.4. **Availability of the driver with a valid driver license with PDrP and a minimum of 5 years' experience must be available at all times.**
 - 21.8.10.5. **Competency certificates for all operators must be submitted prior to commencement of service delivery**
- 21.9. **Ensuring that the repairs and maintenance services carried out is in accordance with the operational requirements of Pikitup.**
- 21.10. **The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.**
- 21.11. **Refer to Annexure A & B for the detailed requirements of vehicle, plant and equipment.**

22. FLEET AVAILABILITY

- 22.1. **The successful bidders will be required to manage the vehicle, plant and equipment availability.**
- 22.2. **Ensuring that each vehicle, plant and equipment is 100% available for the required operational time of the scheduled operating hours (TWH) per day;**
 - 22.2.1. **The availability shall be calculated per active working hours and expressed as a percentage of the TWH for each day, whereby;**

- 22.2.2. The TWH shall be expressed as 8 hours, per shift (includes weekends and public holidays) and;
- 22.2.3. Total vehicle, plant and equipment working hours (TVWH) shall be calculated as 8 hours shift per day.
- 22.3. The successful bidders will be required to provide for the following in terms of availability:
 - 22.3.1. Capturing and recording the availability information for each vehicle, plant and equipment into its management information system, including the TVWH of each vehicle, plant and equipment in order to monitor the achievement of availability and to report such availability accurately.
 - 22.3.2. A penalty will be levied where the successful bidders failed to ensure the availability of vehicle, plant and equipment at the required level of 98% per month.
 - 22.3.3. The replacement vehicle, plant and equipment must be of the same quality, age, capability and specification.
- 22.4. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.

(Refer to Annexure B for the fleet requirements of specialised waste management vehicles)

NB: The successful Bidder/s will be liable for a penalty for each instance where it fails to provide the services as required

23. PROVISION OF VEHICLE MANAGEMENT TECHNOLOGY (VMT) SYSTEM

- 23.1. The successful bidders must provide vehicle, plant and equipment fitted with Global Positioning System (GPS). The GPS must provide for live tracking and reporting.
- 23.2. The successful bidders must provide the following reports:
 - 23.2.1. Route replay reports
 - 23.2.2. Vehicles recording of distance travelled per day must be recorded

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- 23.2.3. **Plant and equipment hours worked for the day must be recorded**
- 23.3. **The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.**
- 23.4. **Bidder/s must provide the following reports on a weekly basis:**
 - 23.4.1. **Daily system generated bin count report**
 - 23.4.2. **Daily Driver behaviour reports**
 - 23.4.3. **Route replay reports**
 - 23.4.4. **Daily plotting of routes**
 - 23.4.5. **Accident reconstruction reports (when required)**
 - 23.4.6. **Recording of kilometres travelled and hours worked per vehicle**
 - 23.4.7. **Productive and unproductive hours per shift**

24. PROVISION OF COMMUNICATION PLATFORM

- 24.1. **Ensuring that the service provider reports the vehicle, plant and equipment breakdown to Pikitup) within 1 hour.**
- 24.2. **The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.**

25. PROVISION OF FUELING SERVICES

- 25.1. **Successful bidders must provide and manage services related to the provision of fuel and fuelling facilities of their own vehicle, plant and equipment for the entire shift.**
- 25.2. **Fuel provided must be sufficient to start and complete a full shift.**
- 25.3. **The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.**

26. PERFORMANCE REPORTING

- 26.1. The successful bidders will be required to collect, maintain and provide “up to date” management records and related reports (including exceptions) on vehicle, plant and equipment to stakeholders and line managers periodically.**
- 26.2. The successful bidders must provide reports that includes, but not be limited to:-**
 - 26.2.1. Detailed operational exception reports (Daily and Weekly).**
 - 26.2.2. Detailed consolidated operational reports with detailed analysis, exceptions and interventions/solutions (Weekly / Monthly).**
 - 26.2.3. Daily and weekly timesheets of actual hours worked.**
 - 26.2.4. Daily operational timesheets per vehicle, plant and equipment.**
- 26.3. The successful bidders will be liable for a penalty for each instance where it fails to provide the services as required.**

27. MEETINGS

- 27.1. Pikitup and the Service Provider/s will hold regular (at least once a week) meeting. The meetings will amongst others discuss the following:**
 - 27.1.1. Service provider’s performance (Daily / Weekly)**
 - 27.1.2. Compliance with applicable laws and regulations**
 - 27.1.3. Penalties (Monthly)**
 - 27.1.4. Incidents (Daily and Weekly)**
 - 27.1.5. Operational Requirements and forward planning (Weekly)**

28. OPERATING PROCEDURES

- 28.1. The successful bidders are required to develop and maintain standard operating procedures that will be applicable in the provision of services in line with the requirements of Pikitup.**
- 28.2. The successful bidders must submit draft operating procedures (by way of flow process chart) to demonstrate their understanding of the processes required in the provision of the services.**

28.3. The draft operating procedure must also be used for a basis of drafting the service level agreement (SLA) in the event that the bidder is successful in their bid to provide the services.

29. SERVICE STANDARDS AND COMPLIANCE TO SERVICE LEVEL STANDARDS

29.1. The Service Provider/s will be required to maintain at least the minimum service levels and adhere to the key deliverables specified in this ToR and/or service specifications.

29.2. The minimum service level is that all vehicles ordered must be delivered as stipulated. Availability of each of the vehicles will not be less than 98% during a normal working day of operations

29.3. The Service Provider/s will be required to maintain compliance with relevant service levels and to report any non-compliance detected to Pikitup.

29.4. Service Provider/s should note that penalties will be implemented by Pikitup to ensure compliance to agreed service levels.

30. VEHICLES MUST COMPLY WITH THE ROAD TRAFFIC LEGISLATION

30.1. Any non-compliant vehicle must be replaced within 2 hours.

30.2. All vehicles must be tested and issued with a Certificate of Fitness (COF) every 12 months during the period of the contract.

30.3. At any time during the duration of this contract the Service Provider/s may be called upon to produce any one or all of the following documents in respect of all road going vehicles:

30.3.1. Motor Carrier Certificate (Amended to Comply with this contract)

30.3.2. Current Certificate of Fitness

30.3.3. Current Public Vehicle Licence

30.3.4. Certificate of good standing with the Workmen's Compensation Commissioner.

SCHEDULE 2

EQUIPMENT

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

PLANT AND EQUIPMENT CATEGORY TYPE	OPERATING CAPACITY	CATEGORY DESCRIPTION
Front end Loader	6 Ton/ Not less than 140kw/3m ³ bucket	Will be mobile and registered to operate on public roads and open spaces to assist with the clearing and cleaning of large illegal dumping spots.
Backhoe Loader (TLB)	4 Tons/Not less than 70kw/1m ³ bucket	Will be mobile to assist with the clearing and cleaning of medium illegal dumping spots in various areas.
Tipper Truck	10m ³ Truck /Not less than 200kw/30ton	This vehicle will be used to transport construction materials. It would further be required to pull mobile compressors or trailers.
Skidsteer loader / small articulated loader (equivalent to Bobcat)	Not less than 16kW / with 36" bucket	Must be transported on a flat bed or capacitated trailer to move between cleaning spots as and when required.
Green Waste Shredder	Shredding Green Waste 20 - 40 Ton per Hour	To be placed at designated Garden Sites to assist with the volumes of green waste that will require shredding.
Mini Skip Trailer	1 - 2 Cube Skip Loader Trailer (Double axle)	To be towed behind a vehicle with the necessary towing capacity and place these units at strategic points to assist with the waste collection of buildings and street sections.
Mini Skip Loader Chassis	2 - 3.5 Cube Skip Loader	4 x 2 Chassis with a Hydraulic Skip loader mechanism mounted to collect and clear mini skips in and around the City of Johannesburg
Green Waste / Wood Shippers	Mobile Wood Chipper	Unit to be towed behind a vehicle with the necessary towing capacity to be placed and moved between Pikitup garden sites to assist with wood chipping.

SCHEDULE 3

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

SERVICES FEE AND PAYMENT

The Service Provider shall be paid as per the attached pricing schedule.

PLANT AND EQUIPMENT CATEGORY TYPE	OPERATING CAPACITY	YEAR 1 HOURLY WET RATE, EXCLUDING VAT (Includes Driver and / or Operator)	YEAR 2 HOURLY WET RATE, EXCLUDING VAT (Includes Driver and / or Operator)	YEAR 3 HOURLY WET RATE, EXCLUDING VAT (Includes Driver and / or Operator)
Front end Loader	6 Ton/ Not less than 140kw/3m ³ bucket	R	R	R
Backhoe Loader (TLB)	4 Tons/Not less than 70kw/1m ³ bucket	R	R	R
Tipper Truck	10m ³ Truck /Not less than 200kw/30ton	R	R	R
Skidsteer loader / small articulated loader (equivalent to Bobcat)	Not less then 16kW / with 36" bucket	R	R	R
Green Waste Shredder	Shredding Green Waste 20 - 40 Ton per Hour	R	R	R
Mini Skip Trailer	1 - 2 Cube Skip Loader Trailer (Double axle)	R	R	R
Mini Skip Loader Chassis	2 - 3.5 Cube Skip Loader	R	R	R
Green Waste / Wood Shippers	Mobile Wood Chipper	R	R	R

SCHEDULE 4

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

SITE RULES

1. LANDFILL SITE SAFETY RULES

SAFETY RULES

The speed limit for all landfill site access roads is 15km/hr.

All personnel and visitors entering the landfill site must wear the safety reflector vest.

No Alcohol is permitted on the landfill site.

No fire arms are permitted on the landfill site.

No overtaking is permitted on the landfill site access roads.

When fuel is decanted on the landfill site a spill pan must be used at all times.

Only the driver and his attendant will be allowed access to the landfill site.

All visitors to the landfill site must report to the landfill site supervisor's office.

All personnel entering the landfill site must wear the required PPE at all times:

1. Safety boots
2. Overall
3. Dust Mask

PENALTIES

1. TABLE OF PENALTIES

BID NUMBER PU102/2022 – BID TO ESTABLISH A PANEL OF SERVICE PROVIDERS TO SUPPLY AND OPERATE VEHICLE, PLANT AND EQUIPMENT USED FOR ILLEGAL DUMPING AND GARDEN SITE SERVICES (INCLUSIVE OF FUEL, MAINTENANCE AND OPERATING STAFF) OVER A PERIOD OF 3 YEARS

Item	Description	Penalty
1	Failure to adhere to Pikitup's Health and Safety Requirements rules and regulations. Service personnel working without safety clothing/equipment	10% of the monthly invoice on the first incident ,20 % of the monthly invoice on the second incident and termination of the contract on the third incident
2	Failure to keep history of equipment records	10% of the monthly invoice on the first incident, 15% of the monthly invoice on the second incident and termination of the contract on the third incident
3	Stoppage of operations due to breakdown from 4 hours	40% of the monthly invoice on the first incident and second incident amounts to termination of the contract

ANNEXURE 12

**ALL COMPULSORY RETURNABLE DOCUMENTS
AND OTHER RETURNABLE DOCUMENTS TO BE
ATTACHED**