



9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990
www.nkomazi.gov.za

**TENDER NO: 15/2023 REQUEST FOR A SERVICES PROVIDER FOR THE OPERATION AND
MAINTAINANCE OF STEENBOK LANDFILL SITE FOR NKOMAZI LOCAL MUNICIPALITY FOR A
PERIOD OF THREE (3) YEARS**

BID NO: NKO:15/2023

**The Municipal Manager
Mr X.T MABILA**

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CLOSING DATE: 05/05/2023

BID NO: NKO 15/2023 REQUEST FOR A SERVICES PROVIDER FOR THE OPERATION AND MAINTAINANCE OF STEENBOK LANDFILL SITE FOR A PERIOD OF 36 MONTHS (3YEARS) FOR NKOMAZI LOCAL MUNICIPALITY

The Nkomazi Municipality cordially invites interested parties to tender / bid for the: Request for a service for the operation and maintained of steenbok landfill site for a period of 36 months (3) years for Nkomazi Local Municipality. Tender documentation with complete details is available upon the payment of a non-refundable amount of

R1 425.73 on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **30/03/2023** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

An optional or non-compulsory tenderer briefing session will be held on **10H00 06/04/2023** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It is advisable that Service Providers do attend the briefing session though it is not compulsory, but for explanation and clarity purposes, service providers are encouraged to attend. It is also important to note that those who will not make it to the briefing would not be penalized, beside they will be allowed to contact the office for clarity.

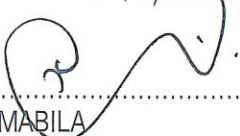
Bidders are advised not to commit fraudulent activities or forge document, All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public institution for a period not exceeding 10 years is in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 05/05/2023** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mrs. N Mkhathswa at 013 790 0245, between 07H15 – 16H00 on working weekdays.


XT MABILA
MUNICIPAL MANAGER

20.03.2023

Date

The following conditions must be complied with:

Failure to comply with the following will render the tenderer liable to rejection:

- All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initialed.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate

- Attach Copy of SARS Tax Pin or tax clearance certificate
- Copy of Central Supplier Database Registration Report
- Certified copy of Company Registration (CK)
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed
- Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality that indicate that your business is situated in an area in which it does not bill. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.
- Attach Original or Copy of Authority for signatory (Must be in the company letter head)

NB: Certified copies of documentation must not be older than three months to be regarded as valid. Copies of “certified copies” will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO:15/2023	CLOSING DATE:	05/05/2023	CLOSING TIME:	12H00
DESCRIPTION	REQUEST FOR A SERVICE PROVIDER FOR THE OPERATION AND MAINTAINCE OF STEENBOK LANDFILL SITE FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

MALELANE CIVIC CENTRE					
9 PARK STREET MALELANE					
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
PREFERENCE POINTS IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 WILL APPLY					
<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
<u>TOTAL NUMBER OF ITEMS OFFERED</u>			<u>TOTAL BID PRICE</u>	R	
<u>SIGNATURE OF BIDDER</u>			<u>DATE</u>		
<u>CAPACITY UNDER WHICH THIS BID IS SIGNED</u>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mrs N Mkhathswa	
CONTACT PERSON	Richard Mabuza		TELEPHONE NUMBER	013 790 00245	
TELEPHONE NUMBER	013 7900386		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Nokuphila.mkhathswa@nkomazi.gov.za	
E-MAIL ADDRESS	Richard.Mabuza@nkomazi.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

SCOPE OF WORKS

1. INTRODUCTION

The Nkomazi Municipality currently owns one permitted landfill site in Steenbok. The landfill site which measures 20ha is a GMB- site (Accepts general waste, its medium in size and with sporadic leachate generation) and receives waste from all the MP313 area, which is estimated at about **±1000ton** per month on average. The municipality outsourced the operation and maintenance of the facility due to limited institutional capacity. This is done in order to comply with the permit conditions and the National waste act no 59 of 2008.

This contract provides for the operation and maintenance of the Steenbok landfill site which includes; the supply of all specified labour, plant, tools, equipment and management necessary to operate the landfill in an effective and environmentally sound manner, in order to ensure compliance with relevant legislation.

Description of Landfill and Access

The Steenbok Landfill is located ± 60 km from the Civic Centre of Malelane on the Mbuzini Road next to Mangweni@Steenbok

2. DETAILED DESCRIPTION OF WORK

2.1 SCOPE OF WORK

- a). The Service Providers will be required to perform, amongst others, the following duties per landfill site:
- b). Operations and maintenance of the Landfill Sites including the provision and supply of landfill plant & equipment to execute the operations on a daily basis:
 - Spreading and compaction of deposited waste to the required densities at the required slopes.
 - Daily covering of waste disposed on site.
 - Limited on-site compositing, spreading of compost on landfill slopes.
 - Maintenance of a wet weather cell to accommodate one week's waste.
 - Dust and odour control and management.
 - Routine and continuous maintenance of plant, equipment, and facilities.
 - Capping of the site, including shading of the side slopes to the required gradient.
 - Access, security, and traffic control.
 - Progressive rehabilitation of slopes and completed cells on an as and when required basis as per the instruction of the Waste Management Services Division.
 - All landfill sites operations to be in line with all permit conditions and the following legislative requirements
 - Minimum Requirements for Waste Disposal by Landfill, 1998; and
 - Minimum Requirements for Water Monitoring at Waste Management Facilities.
- **Other Policies, Regulations Standards and By-laws**
 - ➤ TCLM Solid Waste Management Bylaw, 2016;
 - ➤ EM:WA: National Waste Information Regulations (R 625);
 - ➤ NEM:WA: National Norms and standard waste classification and management regulations: (R 634);
 - ➤ NEM:WA: National Norms and standard for assessment of waste for landfill disposal: (R 635); and
 - ➤ NEM: WA: National Norms and standard for disposal of waste to landfill: Government Notice (R 636)

Where an injury has occurred, the Operator shall ensure that the injured are provided with life-saving first aid assistance, treatment for minor cases and in more severe cases the injured must be taken to nearest hospital.
Monthly reports are compiled and submitted to the Head of Department: Waste Management Services Department on an approved format

2.2. MONTHLY MEETINGS

All monthly meetings are to be chaired by the Divisional Head: Landfill or delegated officials. The monthly meetings will amongst others cover the following items:

- a) Operator s Performance.
- b) Compliance with OHS Act.
- c) Payments.
- d) Penalties.
- e) Incidents.
- f) Breakdowns.
- g) Plant Availability.
- h) Complaints and compliments

2.3. WASTE PICKERS MANAGEMENT PLAN

The Operator shall have Waste Pickers Management Plan approved by Waste and Environmental Management Department's Representative (or relevant authorities) to ensure safe working environment. These plans will be adjusted in line with the prevailing working conditions. The adjustment against approved Safety Plan and Waste Pickers Management Plan will be recorded and be sent to office

The WASTE PICKERS MANAGEMENT PLAN must be finalised within 3 months of commencement of works

2.4. HEALTH AND SAFETY PROCEDURES

The Operator shall insure that all OHS procedures are implemented and complied with.

2.5. PENALTIES

Penalties

- 1 Failure to start operating at 07h30, and/or work stoppage without prior arrangement **R1000** for each **30 minutes** or part thereof
- 2 Failure to cover the operating cell over **24 hours** due to equipment failure **R2 000** per day
- 3 Workers working without safety clothing throughout the shift **R1 000** for each worker
- 4 Failure to reach average compaction density of 1.5 ton /m³ as per the contract document **R10 000** for each discrepancy of 1 ton/ m³. Penalty to be calculated pro rata
- 5 Failure to keep complete records **R500** per document 6 Non-compliance to plant, equipment, and operational conditions **R10 000** per condition per month after 24 hours in a given month
- 6 Failure to provide Security Personnel/Access control without prior arrangement **R1000**

2.6 Operation of the landfill site

The operation of the Landfill by the Contractor will involve the following major functions:

- 2.1.1 Gate and access control.
- 2.1.2 Weighbridge operation and maintenance (which include supply, repair and maintenance of computers, printer, and all necessary softwares)
- 2.1.3 Landfill drainage maintenance.
- 2.1.4 Maintenance of access within the site.
- 2.1.5 Waste deposition and compaction.
- 2.1.6 Placement of cover material.
- 2.1.7 Ongoing closure and rehabilitation.
- 2.1.8 Handling and managing the recyclers and recyclables.
- 2.1.9 All necessary activities to ensure compliance with the permit conditions.

2.2 Maintenance of the Landfill

The Contractor shall maintain all aspects of the Landfill to ensure its smooth and efficient operation and prevent undue deterioration of any item. The Contractor shall bear all maintenance costs, repairs costs, materials cost and/or replacement of equipment required for the execution of the Contract.

In maintaining the Landfill, the Contractor will be expected to perform maintenance work on his own initiative and without first being ordered to do so by the Relevant Authorised Person.

3.ADDITIONAL INFORMATION THAT WILL BE PROVIDED BY THE MUNICIPALITY

- 3.1 Landfill site permits.
- 3.2 Landfill site latest audit report/ Assist with any report requested by AG for audit purpose
- 3.3 Integrated waste management plan
- 3.4 Map of the landfill site area
- 3.5 Health and Safety requirements

SPECIFICATIONS

The principles regarding the **OPERATION AND MAINTENANCE** are discussed below, with a view to providing the Tenderer with a clear concept of what is expected of him and also to provide him with guidelines for drafting his proposed Action Plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

DETAILS OF LANDFILL

1. Gate and access control.

The Contractor shall keep the fences and gates (once they have been installed) of both the perimeter and Contractor's enclosure in good order and shall repair any damage caused to them.

Other personnel

The contractor must further allow for a minimum of two additional personnel for operating the weighbridge and one for traffic control at the working face.

2. Record keeping and waste information.

The contractor shall keep record of waste quantities entering and leaving the landfill site according to their classification /waste type on a daily basis and provide a report to the waste information officer monthly or on request.

3. Landfill drainage maintenance.

The Contractor shall prevent undue contact between waste and storm water, to minimise the quantity of leachate forming. Two drainage systems are accordingly required to be operated during the course of the contract, one for clean and uncontaminated run-off, and the other for contaminated storm water and/or leachate, which must be pumped into the contaminated water pond.

The Contractor shall be responsible for keeping all berms, storm water channels and sump in good condition, so that they will adequately perform their intended function. The extension of the sump upwards will also be the responsibility of the contractor. The cost for this will be included in the rates.

The evaporation pond should be kept clean at all times. Water should be pumped and disposed off safely to prevent water resources pollution.

4. Maintenance of access within the site.

The Contractor shall construct and maintain temporary access roads as required for the operation to the depositing area as and when necessary during the contract period. The contractor will be responsible to source and stockpile clean building rubble for use on access roads as and when required.

5. Waste deposition and compaction

The deposition, compaction and covering of waste must take place daily in terms of the permit conditions.

6. Plant and equipment

Plant and Equipment — the Contractor shall submit with his tender, a description of his plant complement, as well as a description of his backup or breakdown equipment and workshop facilities. The required plant has been noted in the schedule and must be supplied as part of the daily operations of the site as a minimum. Breakdown of the critical plant is limited to 72 hours after which replacement plant must be supplied to the site until the tendered plant can be repaired.

All plant used on the Landfill shall be suitable for the prevailing Landfill conditions, prevailing road conditions, of adequately rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of dust, noise and air pollution. Properly qualified/trained and experienced operators shall operate the plant.

Proof of competence of drivers must be submitted to the Relevant Authorised Person for approval. In the event of a breakdown occurring, the Contractor shall be capable of calling upon such backup plant as is necessary to ensure that the proper Operation and Maintenance of the Landfill is not placed in jeopardy.

7. Placement of cover material.

The Contractor will be responsible for excavating and transporting cover material at his own cost. the contractor will be responsible for sourcing the cover material at his own cost if not available on site. The cost for such an operation should be covered in the Schedule of Prices and Rates.

8. Ongoing closure and rehabilitation.

The contractor shall be responsible for the ongoing closure and rehabilitation of the landfill site. The Contractor shall be responsible for the watering of all trees and shrubs planted until such time as they are, in the opinion of the Relevant Authorised Person, well enough established not to require further watering. Grass that is planted on completed areas shall be watered, and any erosion furrows and subsidence that form shall be filled and re-grassed.

9. Supply of temporary buildings

The Contractor will be responsible for the care and maintenance of all buildings and structures at the Landfill. Maintenance shall include the periodic repairing of and, if necessary, the making good of any damage.

10. Handling and managing of recyclers

The contractor shall be responsible for the management of all authorised recycling companies on the landfill site and should ensure that no unauthorised reclaimers enter the site.

11. Scattered and illegally deposited Waste

The keeping of the Landfill and its surrounds neat and clean by the removal of all windblown or scattered refuse is the responsibility of the Contractor. This must be performed daily by means of local labour. The tar access road to the landfill site from the main tar road must also be maintained by the contractor. Any illegal deposits within 100m of the entrance of the site must be removed and disposed at the site by the contractor on a daily basis

12. PAYMENT

Payment will be made as follows:

Within thirty (30) days after the end of the month in which delivery of each vehicle has been completed, provided it is in a new and good condition, properly serviced, ready for use in all aspects, and in accordance with the accepted specification and provided an invoice is timeously submitted.

13. VALIDITY PERIOD

The tender shall be valid for 90 days from date of opening the tender.

SPECIAL CONDITIONS

SPECIAL CONDITIONS OF CONTRACT LANDFILL FACILITIES

The following facilities are available on site:

HOUSE WHICH IS USED AS AN OFFICE WITH ABLUTION FACILITIES.

At the end of the contract period the facilities must remain on the site in a good working order. The Contractor will, subject to the Relevant Authorised Person's prior approval and the approval of a plan by the Municipality, provide temporary buildings and structures such as plant shelters, etc. at the Landfill as required by him.

CONTRACTOR'S LANDFILL ESTABLISHMENT

The Contractor will have stated in the Data Schedules at the time of tendering, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilised at the Landfill for the purpose of executing the Contract. The Contractor will be permitted to vary this establishment during the course of the Contract only after written application has been made to and written permission received from the Relevant Authorised Person. The Contractor shall ensure that the Relevant Authorised Person is, at all times, in possession of an up to date register of all staff, labour, plant and equipment employed at the Landfill. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded in a serious light. The costs of establishment must be spread across the monthly invoices over a 3 year period.

METHOD OF MEASUREMENT

All waste received at the Landfill shall be measured and controlled in terms of tonnage. The Contractor shall ensure that every incoming vehicle load is checked and documented when entering the Landfill. The Contractor will also note the number of containers transported to the Landfill each day.

Basis of Payment to Contractor.

Monthly payments to the Contractor shall be determined and paid according to the following formula:

$$\text{Monthly Payment} = F + NR$$

In which the symbols have the following meaning:

- F** shall be the appropriate fixed charge per month corresponding to the total units of waste disposed of for the invoice period and shall cover, inter alia, the following:
- Costs of providing sureties, insurance of plant, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act, complying with statutes and bylaws, etc., and the costs of continuing to meet these obligations.
 - Costs of maintaining adequate facilities, plant, tools and equipment on the Landfill to enable the Operation to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, containers, storage facilities and the notice board, communications, security and access facilities, sanitation, water, electricity, the wages of supervisory staff and transport costs incurred in connection with such staff.
 - Costs of the control of nuisances, maintaining the Landfill in a neat and clean condition and for dealing with complaints.
 - Costs of providing temporary facilities at the start of the Contract prior to the construction of the permanent facilities.
 - Costs of care and maintenance of all building and structures on the Landfill including fences, gates, weighbridge and access control boom.
 - Costs of the Contractor's company and head office overhead costs and costs of all other obligations that are not recovered on the basis of the units of waste disposed of.
 - Costs of removal from the Landfill of all items established and for making good to the satisfaction of the Relevant Authorised Person at the conclusion of the Contract.
 - Cost of supplying, installing, maintaining and selling the weighbridge to the Municipality over the contract period, i.e. 36 month amortisation.
 - Cost for internal landfill site Audits (4 x annually)
- N** shall be the total units (tons) of waste disposed of at the Landfill, as recorded at the gate, for the invoice period.
- R** shall be the appropriate rate per unit (Tons) for the invoice period and shall cover, inter alia, the following:
- Costs of constructing and maintaining the access road to the disposal area, the control of traffic at the Landfill, the supply and erection of traffic control and direction signs and the provision of assistance to vehicles that become stuck at the Landfill' site.
 - Costs of constructing and maintaining cut-off berms and storm water drains, and dealing with storm water and leachate (if any).
 - Costs of access control at the gate and the keeping of detailed daily records.
 - Costs of managing and dealing with bulky waste.
 - Maintenance cost.
 - Operational cost, i.e. tyres, fuel, oil, etc.

Provisional Sums

Provisional sums have been allowed for in the Schedule of Prices and Rates for the Contractor, where so instructed by the Relevant Authorised Person, to execute certain work or purchase certain materials that have not been specified or included in detail when the Contract is entered into. The Contractor shall be paid the actual cost to him of the time expended and the materials used plus 10 (ten) percent allowance that will be held to cover all charges for the Contractor's profit, overheads, etc. The Contractor shall furnish the Relevant Authorised Person with such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Relevant Authorised Person tenders for the same, for his prior approval. Expenditure in connection with provisional sums shall be solely at the discretion and direction of the Relevant Authorised Person. Any amount not expended shall be deducted from the Contract price. The contractor will be responsible for paying the Relevant Authorised Person or Management Agent on a monthly and yearly basis as well as the water monitoring contractor and without any mark up.

Escalation

Contract Price Adjustment Schedule (CPI)

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

$$(1-x) \frac{C_t}{C_o}$$

In which the symbols have the following meaning:

"x" is the proportion of "Ac" which is not subject to adjustment. Unless otherwise stated in the Appendix this portion is 0,15.

"C" is the "Consumer Price Index" (also referred to as index) for the urban area nearest to Middelburg as specified in the Appendix to the Form Tender and as published in the Statistical

News Release (PO 141.1, Table 4.1) of Statistics South Africa (formerly known as the Central Statistics Service).

The suffix "o" denotes the basic index applicable to the base month, which shall be the month prior to the month in which the closing date for tenders falls. This month will be used as the base/month for the yearly revision of the Contract Price.

The suffix "t" denotes the current index applicable to the same month as the base month for the applicable year

NOTICE BOARD

One weatherproof notice board has been erected on site. The Contractor shall be responsible for effecting alterations to the board to ensure that the information displayed thereon is kept in an up to date condition, and for maintaining the board in good repair for the duration of the Contract. The contractor is to include his details and logo to the approval of the Relevant Authorised Person. The cost for supplying the notice board will be for the contractor's account.

INSPECTION AND TESTING

Routine inspections will be performed by the Relevant Authorised Person to check the Contractor's operations for compliance with the requirements of the Contract Specification. To ensure that the Contractor is achieving an adequate compaction ratio or compaction density, the Relevant Authorised Person may request, from time to time, but not more than four times per annum, that the Contractor perform a test on a selected sample of waste. The object of the test will be to determine that the compaction density stated by the Contractor shall provide all the necessary assistance to the Relevant Authorised Person in the performance of such a test and payment for such tests will be included in the Contractor's fixed charge.

OBLIGATIONS OF THE CONTRACTOR

Contract Agreement

The Contractor shall within 14 (fourteen) days after having been called upon to do so, enter into and execute a Contract Agreement and service level agreement (to be prepared and completed at the cost of the Nkomazi Local Municipality).

Performance Guarantee

Within 14 (fourteen) days of acceptance of this tender the Contractor shall furnish, entirely at his cost and in the form annexed hereto, a guarantee from a bank or building society approved by the Nkomazi Local Municipality for the due and proper fulfilment of the Contract. The guarantee shall be to the amount of the value of 2 (two) months of Landfill operation, calculated at the tendered rates, and/or initially based on average tonnage of about ± 500 ton/month. The guarantee is subject to annual revision based on the volumes of waste disposed of in the previous 12 (twelve) months. The guarantee shall remain valid until 30 (thirty) days after the date or extended date of completion of the Contract.

INSPECTION OF LANDFILL

The Contractor shall be deemed to have inspected and examined the Landfill and its surroundings and to have satisfied himself, before submitting his tender, concerning the form and nature of the Landfill, the means of access to the Landfill, the facilities available, and in general to have obtained all necessary information pertaining to risks, contingencies and other circumstances that might have influenced his offer.

SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before submitting his tender on the correctness and sufficiency of his tender and of his rates, which rates shall cover all his obligations under the Contract. It shall also be deemed that in entering into the Contract, the Contractor fully understands the terms, conditions and intent of the Contract.

ACTION PLAN

The Tenderer shall submit as part of his tender an Action Plan showing the programme and methods by which he proposes to carry out the operation. In addition to the said Action Plan, the Tenderer shall submit a description of the plant and personnel complement he intends employing, in order to carry out his Plan. Whenever required by the Relevant Authorised Person, the successful Contractor shall furnish in writing such additional particulars concerning the operation, plant, personnel, etc., as he may require. (Refer to the attached Annexes.) Approval by the Relevant Authorised Person of such an Action Plan, or the furnishing of the additional particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

DAMAGE TO PERSONS AND PROPERTY

The Contractor shall indemnify and keep the Municipality indemnified against all losses and claims for injuries or damage to any persons or property whatsoever (including surface or other damage to land or crops not being on the Landfill suffered by tenants or occupiers) that may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipality against any compensation or damage for or with respect to:

- (a) The permanent use or occupation of the Landfill or any part thereof (save in respect of surface damage as aforesaid).
- (b) The right of the Municipality to operate on, over, under, in or through any lands.
- (c) Interference, whether temporary or permanent, with any servitude or other right which is the unavoidable result of the Operation in accordance with the Contract.
- (d) Injuries or damage to persons or property resulting from any act or negligence done or committed during the currency of the Contract by the Municipality, his agents, servants or any other Contractors (not being employed by the

Contractor) for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto."

Public liability insurance

The Contractor (but without limiting his obligations and responsibilities shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the carrying out of the Contract.

Such insurance shall be effected with an insurer and in terms approved by the Municipality (which approval shall not be unreasonably withheld) and for at least the amount of R 2 000 000 (two million Rand) per event, and the Contractor shall, when required, produce to the Municipality or the Relevant Authorised Person the policy or policies of insurance and the receipts of payment of the current premiums.

In addition to any statutory obligations, the Contractor shall report to the Relevant Authorised Person every accident within 24 (twenty-four) hours of its occurrence, whether such accident is in respect of damage to persons, property or things. If required by the Relevant Authorised Person, the report shall be in writing and shall contain full details of the occurrence. The Relevant Authorised Person shall have the right to make all and any enquiries either on the Landfill or elsewhere as to the cause and results of any such accident and the Contractor shall give the Relevant Authorised Person full facilities for carrying out such enquiries.

Accident or Injury to Workmen

The Municipality shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor, save and except an accident or injury resulting from any act or default of the Municipality, his agents or servants. The Contractor shall indemnify and keep the Nkomazi Local Municipality indemnified against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Insurance Against Accident etc. to Workmen

The Contractor shall insure against such liability with an insurer approved by the Municipality (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the Landfill and shall, when required, produce to the Municipality or the Relevant Authorised Person such policy of insurance and the receipt for payment of the current premium.

Remedy on Contractor's Failure to Insure

If the Contractor shall fail to effect and keep in force any of the insurance that he may be required to effect in terms of the Contract, then and in any such case the Nkomazi Local Municipality may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Municipality as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt from the Contractor.

CLEARANCE OF LANDFILL ON COMPLETION

Upon expiry of the Contract period, or after any extension thereto, the Contractor shall clear away and remove from the Landfill all plant and equipment belonging to him and leave the whole of the Landfill clean and in a condition to the satisfaction of the Relevant Authorised Person.

COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

The Contractor shall, in execution of the Contract, give all notices, pay all fees and conform in all respects with the provisions of any Statute, Ordinance or other Law or any Regulation or Bylaw or any local or other duly constituted authority that shall affect the Contractor in the performance of his obligations under the Contract with special regard to safety, dust, noise, odours,

nuisance and disturbances, and shall hold the Nkomazi Local Municipality indemnified against all penalties and liability of any kind or breach of any such Statute, Ordinance, Law, Regulation, Bylaw or any of the above.

The Municipality and or the Relevant Authorised Person shall be satisfied that the Contractor complied with all the pre-set conditions before final payment will be authorised by the Municipality.

The site will be managed in accordance with the permit issued for the site which is related to the Minimum Requirements for waste disposal by landfill 1998.

PERSONNEL, PLANT AND EQUIPMENT

Contractor's Personnel

The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise and, for the transport, housing, subsistence and payment thereof. He shall employ in and about the execution of the Contract only such persons as are careful, competent and efficient in their several trades and callings and the Relevant Authorised Person shall be at liberty to object to and require the Contractor to remove from the Landfill forthwith any person who, in the opinion of the Relevant Authorised Person, misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not again be employed at the Landfill without the written permission of the Relevant Authorised Person.

Replacing personnel will be in contravention with the contract since the decision to award was based on the provided personnel information. In the case where there is a need to replace personnel, such decision must be approved by the municipality after viewing the replacement's CV.

The Contractor shall submit with his tender a description of his proposed staff complement, including the CVs and job descriptions of key personnel.

The Contractor must indicate in his tender if he is going to develop SMME's as Sub- Contractors on this project. Sub-Contractors should use SMME's for items such as:

Cleaning of boundary fencing, site and access road from Steenbok.

Grass cutting on boundary fencing, site and access road from Goba

Access control and security.

Any other items considered suitable on the Contractor.

This information will be taken into account in the adjudication of the tender.

Site supervision

The supervisor must always be on site during operations.

An acting supervisor or replacement must be appointed for the time that the supervisor will be off duty or attending to other commitments, however this may not be done prior to approval by the Manager Waste Management.

Duties of landfill site supervisor will include the following:

- Determine work procedures, prepares work schedules, and oversee workflow.
- Assign duties and examines work for correctness, neatness, and conformance to policies and procedures.
- Oversee all projects at the landfill site, including daily operations, recycling and ongoing closure-related activities.
- Assure that all work is accomplished in accordance with safety procedures.
- Compile required landfill reports.
- Oversee the maintenance and repair of all landfill equipment and facilities.
- Assure an adequate supply of equipment, supplies and materials necessary for ongoing landfill operations.
- Assist subordinate staff in the performance of their duties as required.
- Assist with any other landfill duties.

Safety of Personnel

The Contractor will be responsible for ensuring the safety of all Landfill users, whether they be Contractor's staff, Municipality's staff, or members of the public. In this regard, the Contractor will be responsible for taking all necessary measures to ensure and maintain safety on the entire Landfill for the duration of the Contract. The Contractor shall have authority commensurate with his responsibility. Should the Contractor experience difficulty in ensuring safety because of the actions of the Municipality's employees or members of the public, details shall be supplied to the Relevant Authorised Person, who will take the necessary action.

The Contractor is to specifically allow for personal dust monitoring at intervals and according to specifications as laid down in the current legislation.

The contractor is required to provide PPE to all personnel under his employment.

Labour Returns

The Contractor shall, if required by the Relevant Authorised Person, deliver at his office a return in detail, in such form and at such intervals as the Relevant Authorised Person may prescribe, showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Landfill.

Plant and Equipment

The Contractor shall supply all plant and equipment required for the execution of the Contract and it will be his responsibility to ensure that such plant and equipment are adequate in all respects to ensure compliance with the terms and conditions of the Contract. Please note that the equipment noted in the schedule is a minimum.

The Contractor shall submit with his tender a description of the plant complement that he proposes to use in carrying out his Action Plan.

All plant provided by the Contractor shall, when brought onto the Landfill, be deemed to be exclusively intended for the execution of the Works, and the Contractor shall not remove the same or any part thereof without the written consent of the Nkomazi Local Municipality. The Contractor shall notify the Municipality in writing of all hired, purchased and leased plant and of the name and address of the owner thereof.

All plant used on the Landfill shall be suitable for the prevailing Landfill conditions, prevailing road conditions, of adequately rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of dust, noise and air pollution. Properly qualified/trained and experienced operators shall operate the plant. Proof of competence of drivers must be submitted to the Relevant Authorised Person for approval.

In the event of a breakdown occurring, the Contractor shall be capable of calling upon such backup plant as is necessary to ensure that the proper Operation and Maintenance of the Landfill is not placed in jeopardy.

The Contractor shall manage and maintain the weighbridge which is sufficient to measure the tonnage of waste entering and leaving the Landfill site on a day-to-day basis. The weighbridge information must be submitted to the Solid Waste Management upon demand of payment for services rendered during that month of work.

WORKMANSHIP

Quality of Workmanship

All workmanship shall be of the respective kinds described in the Contract and in accordance with the Relevant Authorised Person's instructions and shall be subject from time to time to such tests and by such persons as the Relevant Authorised Person may direct. The Contractor shall provide such assistance, instruments, machines, labour and materials as are required for examining and testing.

Cost of Tests

The cost of performing any tests shall be borne by the Contractor if such tests are clearly intended by or provided for in the Contract Specification or Schedule of Prices and Rates. If any test is ordered by the Relevant Authorised Person that is not so intended by or provided for, then the cost of such a test shall be borne by the Contractor if the test shows the workmanship not to be in accordance with the provisions of the Contract or the Municipality's instructions.

Access to Landfill

The Municipality and their respective authorised agents will have the right of access to the Landfill and to the Contractor's enclosure or to board any vehicle of the Contractor at all times. Any attempt to deny this right will be regarded as breach of Contract.

Commencement of Contract

The Contractor shall commence the Contract within 14 (fourteen) days after the receipt by him of an order in writing to this effect by delivery by hand or registered post and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Relevant Authorised Person or by wholly beyond the Contractor's control provided that the said order shall be given not later than 30 (thirty) days after the date of notification or the award of the Contract, save by arrangement with the Contractor.

The commencement date of the Contract shall be that date, arranged by mutual agreement of the Relevant Authorised Person and the Contractor, on which the Contractor commences with the Operation of the Landfill.

Contract Period

The contract period shall be 3 (three) years, or such extended period as may be agreed. Tenderers are to submit rates for a 3-year contract period.

SCHEDULE 1

PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The tenderer should indicate the company high level organizational structure and composition of their team responsible for this project. **The company organogram indicating the key staff members involved with their main disciplines and or roles of responsibilities (job descriptions) and detailed CVs must be attached to this page as well as the proposed technical and support staff allocated to work on the project to successfully implement this tender.** The tenderer should propose the structure and composition of their team i.e., the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff.

The roles and responsibilities of each **key staff member / expert** should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- b) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- c) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The organization, staffing and key staff should be based on the implementation of one area as per project scope. Tenderers should provide organization structure for complete scope of work.

CV of each key staff member should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations). Please attach certified copies.
3. Name of current employer and position in enterprise
4. Overview of post graduate / diploma experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

The tenderer must attach his / her organization and staffing proposals to this page. The staff should be dedicated to the operation and maintenance of Steenbok landfill site only for the duration of the project.

N.B

Please note that the personnel specified above MUST solely be committed to the operations at the Steenbok landfill site. Replacing personnel will be in contravention with the contract since the decision to award was based on the provided personnel information.

In the case where there is a need to replace personnel, such decision must be approved by the municipality after viewing the replacement's CV.

QUALIFICATIONS AND EXPERIENCE OF KEY STAFF

SITE SUPERVISOR WILL BE SCORES AS FOLLOWS:

Key Staff	Qualifications and Experience	Points	Score
Project Manager:	Degree in Environmental Management/ related qualification, 5years experience	10	
Site Agent	Diploma In Environmental Management/related qualification, 5years experience	5	
Safety Officer	SHE certificate, with 5Years experience	5	
Compactor Operator	Operation Certificate 5years experience	5	
TLB/ Excavator Operator	Operation Certificate 5years experience	5	
		30	

Attach CV and certified copies of qualifications to score maximum points of 30

SCHEDULE 2

CAPACITY TO EXECUTE & IMPLEMENT THE TENDER (PHYSICAL RESOURCES) EVALUATION

The tenderer needs to indicate the lists of equipment that they presently own or lease or will acquire or hire to successfully implement this contract if the tender/offer is accepted. The physical resources should include a list of the main requirements as well as the back-up equipment.

PROOF OF OWNERSHIP OR LEASE TO ACQUIRE PHYSICAL RESOURCES FOR MAIN AND BACK-UP EQUIPMENT MUST BE ATTACHED TO THE DOCUMENT. Failure to attach will result in no points allocation. All physical resources indicated in the below schedule or attached must be roadworthy. Attach roadworthy certificates and service history/plan where applicable.

Please note that the vehicles/equipments specified above MUST solely be committed to the operations at the Steenbok landfill site. Replacing equipment/ vehicles will be in contravention with the contract since the decision to award was based on the provided vehicles/equipments. In the case where replacement vehicles are required such equipment/ vehicles must be approved by the municipality.

The bidder must avail machinery/equipment including backup, for inspection by the Municipality before the contract can be and as and when required during contract period.

The vehicles/equipments specified below must solely be committed to the operations and maintenance of Steenbok landfill site project. Replacing equipment/ vehicles will only be allowed with the prior authorization of the Municipality to ensure the capacity and reliability is the same as committed in the tender on which the award was based on.

Evaluation points will be awarded in accordance with physical resources capacity, age and ownership status.

List of main physical resources and equipment to be used on project:

Details of the MINIMUM major equipment required for this contract are as follows;
Points to be awarded in accordance with specified required minimum vehicles or equipment's.

Quantity	Description, size, capacity, manufacturing, etc.	Points	Score
1	Landfill compactor	10	
1	Tipper truck	10	
1	TLB or excavator	10	
1	Water Tanker	5	
1	Dozer	5	

To score maximum points of 40 attach certified copies of registration certificates (Valid Licence disc period) and roadworthy certificate or lease agreement.

SCHEDULE 3

FINANCIAL REFERENCE

Financial Reference	Bank rating	Score	Points allocated
Very good	A	10	
Good	B	7	
Adequate	C	5	
Poor	D	0	
Maximum points (Points non-cumulative)		10	

Attach bank letter not older than 3 months to score points

SUMMARY OF COMPETENCE ACHIEVEMENT SCHEDULE

		Maximum points to be allocated	Points Claimed
1	Company Experience	20	
2	Key Personal	30	
3	Plant and Equipment	40	
4	Financial Reference	10	
	Total	100	

A bidder is required to score a minimum of 70 points on functionality to qualify for the next stage of evaluation.

CERTIFICATE OF AUTHORITY FOR SIGNATURE

3.1. SUPPLIERS / CONTRACTORS

3.1.1. "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on

.....

Mr. /Ms..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals).....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1:

2.

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.
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 the bidder or his representative:
 - 3.2. Identify Number:
 - 3.3. Position occupied in the Company (director, trustee shareholder):
.....
 - 3.4. Company Reference 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? YES/NO
 - 3.8.1 If yes, furnish particulars:
.....

❖ MSCM Regulations: "in the service of the state" means to be-

(a) A member of-

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

❖ 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?

YES/NO

If yes, furnish particulars:
.....

- 3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid?

*YES / NO

- 3.10.1 If yes, furnish particulars:
.....

.....

3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

3.11.1 If yes, furnish particulars:

*YES / NO

.....

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

YES/NO

3.12.1 If yes, furnish particulars.

.....

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

YES/NO

13.13.1 If yes, furnish particulars.

.....

13.14 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.

13.14.1 If yes, furnish particulars.

YES/NO

.....

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

Full Name	Position filled in the "State"	ID number	State employee number

.....

Signature

.....

Bid Number

.....

Date

.....

Capacity

.....

Name of the Company

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 Nkomazi Local Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Nkomazi Local Municipality.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

3.2.1.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

- Table 1: Specific goals for the tender and points claimed are indicated per the table below.
- (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
- Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 10 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2,5	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,5	
more than 30% youth shareholding or owned enterprise	2,5	
More than 30% people living with disability shareholding or owned enterprise	2,5	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 10 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as *EMEs located within the Nkomazi Local Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Corporate Social Investment (CSI) or social labor plan proposition	5	➤ Methodology/ Social Labour Plan Proposition
2.5 points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	2,5	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

***All certified copies must not be older than three months.**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i. The information furnished is true and correct;
- i. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- i. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- i. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - a. disqualify the person from the tendering process;
 - b. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e. forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.

2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.

2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.

2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

3.1.1 Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;

3.1.2 Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;

3.1.3 Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.

4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.

4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

- 5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).
- 5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).
- 5.3. Tenders/bids must be submitted in English.
- 5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).
- 5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.
- 5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

- 6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.
- 6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

- 8.1. Firm tender/bid prices and delivery periods are preferred.
- 8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.
- 8.3. "Non-firm" prices are deemed to be all prices which are not "firm."
- 8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.
- 8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.
- 8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. CONSIDERATION OF TENDER/BIDS

- 3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.

- 3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.
- 3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:
 - General Information supplied by the bidder
 - Compliance with bid requirements
 - Pricing
 - Functionality
 - Preferential Procurement points
- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

- 3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,
- 3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,
- 3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots
- 3.10. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

- 4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.

- 4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.
- 4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –
- 4.9.1.1. Confidential financial statements of the bidder; and
 - 4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

- 4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.
- 4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.
- 4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

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	<i>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?</i> <u>(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).</u> <u>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.</u>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐

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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

AUTHORISATION CERTIFICATE**T 8**

1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at :

.....
7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature Tender/Bid no.....
Capacity

Duly authorised to sign on behalf of
.....

LETTER OF TENDER (FORM OF OFFER)	T9
----------------------------------	----

The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

CONTRACT NO: NKO: 15/2023 REQUEST FOR A SERVICES PROVIDER FOR THE OPERATION AND MAINTAINANCE OF STEENBOK LANDFILL SITE FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

Request for a Services Provider for the Operation and Maintenance of Steenbok Landfill Site for Nkomazi Municipality

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
30/03/2023	05/05/2023	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to **REQUEST FOR A SERVICES PROVIDER FOR THE OPERATION AND MAINTAINANCE OF STEENBOK LANDFILL SITE FOR NKOMAZI MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS** conformity with the above-said documents and addenda, for the sum of -

.....

.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 24 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.

9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THE DAY OF IN THE YEAR OF

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

The employer is the Nkomazi Local Municipality .	
The authorized and designated representative of the employer is:	
Name:	NOKUPHILA MKHATSHWA MANAGER WASTE MANAGEMENT.
The address for receipt of communications is:	Nkomazi Local Municipality Civic Centre Private Bag X101 Malelane 1320
Telephone:	(013) 7900245
Facsimile:	(013) 7900149
Email:	Nokuphila.Mkhatshwa@nkomazi.gov.za
The project is:	APOINTMENT OF A SERVICE PROVIDER FOR OPERATION AND MAINTENANCE OF STEENBOK LANDFILL SITE FOR A PERIOD OF 36 MONTHS
Note: The location for the performance of the Project is the municipal area of Nkomazi local Municipality The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions: - Appointing subcontractors for the performance of any part of the services, - Appointing key persons or personnel not listed by name in the contract data. Copyright of documents prepared for the project shall be vested with the employer.	

PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

The service provider is	
Name	
Address	
Telephone:	
Facsimile:	
The authorized and designated representative of the service provider is	
Name	
The address for receipt of communications is	
Telephone	
Facsimile	
Email	
Address	

C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or "-"
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or "-"

- p) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

C2.2 MBD 3.1 BID PRICE

Bid Number NO: NKO 15/2023: OPERATION AND MAINTENANCE OF STEENBOK LANDFILL SITE FOR A PERIOD OF 36 MONTHS (3 YERARS)

6.2 Bill of Quantities

PLANT AND EQUIPMENT PER SITE AND PROVISION OF SECURITY

Table 1: STEENBOK LANDFILL SITE

Item	Description	Rate per Month	Rate Per Month
1.	Full landfill operation as stated on table		
2.	Required plant and equipment		
	1 x Landfill Compactor		
	1 x Dozer		
	1 x 6m3 ton tipper truck		
	1 x Water tanker (as and when)		
	1 x Front end loader		
	1x TLB		
3.	Provision of on-site protection security services for access control and protection of municipal assets. (24 Hours)		
	Subtotal (of item 1, 2 and 3)		
	VAT @ 15%		
	Total inclusive of VAT		

Table 2: LANDFILL MANAGEMENT AND OPERATIONAL COSTS

Item		Description	Name of landfill	Rate per day	Rate per Month
		Operational landfill sites			
01		Full landfill operation as stated above	STEENBOK		
		VAT @ 15%			
		TOTAL AMOUNT INCLUSIVE OF VAT			

Payment will be in accordance with the tendered pricing schedule and shall include the fixed charge and total number of tons for the invoice period.

QUANTITIES INDICATED ABOVE ARE FOR EVALUATION PURPOSES ONLY

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

**** GRAND TOTAL MUST BE CARRIED OVER TO FORM OF OFFER**

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL
1.	Physical consultation session per individual		
2.	Virtual consultation session per individual		
3.	Promotional material		
4.	Dedicated line of communication including WhatsApp		
	GRAND TOTAL year 1		
	GRAND TOTAL year 2		
	GRAND TOTAL year 3		

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)