

NSG/BID/05/2020/21

Request for Proposal: Provision of general waste management services at the National School of government for a period of 60 months.

BIDDING DOCUMENT

SBD 1	Invitation to Bid
SBD 3.3	Pricing Schedule
SBD 4	Declaration of Interest
SBD 6.1	Preference points claim form in terms of Preferential Procurement Regulations 2017
SBD 8	Declaration of Bidder's past SCM Practices
SBD 9	Certificate of Independent Bid Declaration
GCC	General Conditions of Contract
RFP	Request for Proposal and Terms of Reference
ANNEXURE A	Costing Model
ANNEXURE B	Equipment Consumables
ANNEXURE C	Special Conditions of Contract
ANNEXURE D	Evaluation Criteria
ANNEXURE E	Bidder's declaration
ANNEXURE F	Price declaration

Advertising Date: 05 March 2021

Closing Date: 26 March 2021

Closing Time: 11:00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: NSG/BID/05/2020/2021		CLOSING DATE: 26 March 2021		CLOSING TIME: 11:00	
DESCRIPTION RFP: Provision of general waste management services at the National School of Government					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National School of Government					
ZK Matthews Building					
70 Meintjies Street					
Sunnyside, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Anet de Beer		CONTACT PERSON	Isaac Masilo	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Annetha.debeer@thensg.gov.za		E-MAIL ADDRESS	Isaac.Masilo@thensg.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
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 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE
(Professional Services)
WASTE MANAGEMENT

NAME OF BIDDER: BID NO.: **NSG/BID/05/2020/2021**

CLOSING TIME 11:00

CLOSING DATE 26 MARCH 2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
		R.....	 days
		R.....	 days
		R.....	 days
		R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the --

The NSG:

A de Beer
Annetha.debeer@thensg.gov.za

Or for technical information --

I Masilo

Isaac.masilo@thensg.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 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 Institution)

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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)



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR PROPOSAL: PROVISION OF GENERAL WASTE MANAGEMENT
SERVICES AT THE NATIONAL SCHOOL OF GOVERNMENT (NSG), 70 MEINTJIES
STREET, SUNNYSIDE, TSHWANE,
FOR A PERIOD OF SIXTY (60) MONTHS**

NSG/BID/05/2020/2021

Date issued: 05 March 2021

Closing date and time: 26 March 2021 at 11:00

Bid Validity Period: 120 days

TENDER BOX AND BRIEFING SESSION ADDRESS:

ZK Matthews Building
70 Meintjies Street
Trevenna / Sunnyside
Pretoria

NATIONAL SCHOOL OF GOVERNMENT

1. OVERVIEW

The NSG is a government department within the portfolio of the Ministry for Public Service and Administration. The NSG is the primary vehicle through which government is addressing capacity and skills development needs of public servants at all employment levels. In terms of its capacity building role, the NSG is a key player in contributing to the developmental agenda of government, as well as transformation and service delivery in the public service. More information about the NSG can be obtained at www.thensg.gov.za.

The NSG's Logistics and Facilities Management Directorate (D: L&FM) is responsible for the waste management services. It is against this background that the D: L&FM is tasked with the responsibility to appoint a reputable Waste Management Service Provider to take the overall responsibility of waste management services at NSG ZK MATTHEWS Building as outlined herein.

Waste from the open plan work areas, pause areas and offices is removed by the cleaning service provider from the waste containers. This waste is then sent to an on-site interim storage area for waste sorting, from where it is then removed by the waste management contractor.

Service Provider is required to lead and manage the overall Waste Management Service including collection, transportation and safe disposal of all waste streams in line with national benchmarks and leading waste management practices. The Service Provider must consider the management of Covid-19 risks in accordance with national legislations when executing their duties relating to this bid.

As reflected in the National Waste Management Strategy 2020, issued by the National Department of Environmental Affairs, Forestry and Fisheries, a framework of eight goals is presented:

- promote waste minimisation, re-use, recycling and recovery of waste
- ensure the effective and efficient delivery of waste services
- grow the contribution of the waste sector to the green economy
- ensure that people are aware of the impact of waste on their health, well-being and the environment
- achieve integrated waste management planning
- ensure sound budgeting and financial management for waste services
- provide measures to remediate contaminated land
- establish effective compliance with and enforcement of the Waste Act.

The Service Provider that will be appointed must show evidence of commitment to a view of setting targets for reducing waste to landfill through recycling and implement such plans and processing for the services provided to the NSG. The targets for reducing waste to landfill will be embedded in the service level requirements. Performance against these targets will be measured and monitored continually. measuring and monitoring overall performance. hierarchy of waste management which focuses on waste avoidance and minimization rather than disposal, as defined by the South African Sustainable Development report, is central to the approach being implemented. hierarchy of Waste Management shall be strongly emphasized using Integrated Environmental Management Principles to achieve an environmentally sound waste minimization and prevention plan using effective and efficient management practices and technological expertise.

The Covid-19 Pandemic poses a high health risk especially in waste management, and as such the Service Provider is required to adhere to all national legislation and regulations, as well as the NSG Covid-19 Policy and procedures.

The successful Service Provider must display green business practices and technology that conserves resources and decreases the negative environmental impact of their operations.

The successful Service Provider will perform all tasks in strict compliance to the South Africa Constitution, Act 108 of 1996, National Environmental Management: Waste Act 59 of 2008 (NEM: Waste Act) and other applicable legislation pertaining to Waste Management Services as well as all relevant amendments thereafter. The compliance with legislation includes sorting recyclable waste and give the NSG rebate. This is a full risk contract for a period of five (5).

The service will be required at the following sites:

Z. K. Matthews building, 70 Meintjies Street, Sunnyside, Tshwane, covering approximately 7 693 m² of office space, including two basement car parking areas (capacity 234 vehicles), as well as 180 m² of storage space on the upper basement; and

OostEind School building, 70 Meintjies Street, Sunnyside, Tshwane (which is a heritage building) covering approximately 550 m² (used mainly as a dining facility).

2. PROPRIETARY AND CONFIDENTIAL INFORMATION

All material submitted in response to this tender shall become the property of the NSG. Any confidential information provided by a service provider in response to this Tender will be held in confidence and will only be used for the evaluation of this tender.

3. TENDER SPECIFICATION

3.1 SCOPE OF WORK AND GENERAL RESPONSIBILITIES

3.1.1 INTRODUCTION

3.1.1.1 The NSG, seeks to appoint a Service Provider to provide the Waste Management services, for sixty (60) Months at the NSG premises located in Tshwane as stated above. The service for this contract is general waste collection, transportation and disposal at the recognised landfill sites. The service provider shall be responsible for waste management services in entirety.

3.1.2 GENERAL

3.1.2.1 The specification and frequency schedules below, serve as a general concept and as a guideline to minimum requirements, but may be adjusted in accordance with the NSG requests, mutual arrangements or to ensure better service. Furthermore, it must be noted that the minimum requirement will be at least the highest standard set for the Waste Management Service industry.

3.1.2.2 Where reference is made to "daily" this generally means a 5 (five)-day week – Saturday, Sunday and public holidays excluded. The Service Provider may be required to provide services during special occasions, after hours, over weekends and public holidays. When service is required on Saturdays and/or Sundays - the Service Provider will be informed, and special arrangement and cost will be considered as ad hoc to be billed separately from contract invoice.

3.1.2.3 Potential Service Providers must provide verifiable experience in the Waste Management Services industry i.e. General and Hazardous Waste.

3.1.3 SCOPE OF WORK

3.1.3.1 The scope of work in this tender is to the professional services for on-site waste management and waste removal from site in accordance with national legislation and benchmark best practices.

3.1.3.2 The specification, schedules and appendixes provide an indication of the area to be serviced as well as a guideline to minimum requirements and may be adjusted to ensure better service delivery.

3.1.3.3 The Service Provider will provide a scheduled and reactive (for specific functions) waste management service to all areas of the NSG, which shall include but not limited to;

- i. Safe disposal of all Waste streams, waste minimization through recycling etc.;

- ii. Provision and control of Service Providers personnel;
- iii. Provision and Maintenance of receptacles/bags;
- iv. Receptacles/bags must be replaced when full – No on-site exchange of contents;
- v. Proper precautionary measures must be taken to ensure that no general waste/debris is strewn while receptacles/bags are collected and in transit;
- vi. Development of a Waste Information System to track the trend of the various streams of waste disposed and targets achieved for reduction of waste to landfill; and
- vii. Compliance to the National Environmental Management: Waste Act 59 of 2008 (NEM: Waste Act) and all applicable legislation pertaining to Waste and any changes thereafter.

3.1.3.4 The Service Provider will be expected to determine types of waste and waste management and removal requirements on an on-going basis and make provision for (new) waste types and requirements on a daily/weekly/monthly basis.

3.1.3.5 It is recommended that Service Providers make ample time available for a comprehensive site inspection to familiarize themselves with all aspect of the service, they are tendering for.

3.1.3.6 No additions to the tender will be allowed, after the tender is submitted, for any unforeseen costs by the Service Provider, during the tender stage.

3.1.4 SPECIFICATIONS AND FREQUENCIES

3.1.4.1 The specifications and frequency schedules in **Annexure A**, serves as a guideline to minimum requirements, but may be adjusted in accordance with the NSG requests, mutual arrangements or to ensure a better service. Furthermore, it must be noted that the minimum requirements will be at least the highest standard set for the waste management services industry.

3.1.4.2 Where reference is made to “daily” this generally means a 5 (five)-day week – Saturday, Sunday and public holidays excluded. The Service Provider may be required to provide services during special occasions, after hours, over weekends and public holidays. When service is required on Saturdays and/or Sundays -the Service Provider will be informed, and special arrangement and cost will be considered as ad hoc to be billed separately from contract invoice.

3.1.5 WORKING HOURS

3.1.5.1 Working hours are between 08h00 and 16h00 and the collection schedule must be in line with these working hours.

3.1.5.2 In order to provide for the requirements of the NSG and other relevant bodies, working hours shall be determined by the Service Provider in consultation with the NSG and may be adjusted from time to time.

3.1.6 ROUTINE WASTE MANAGEMENT SERVICES

3.1.6.1 Service Provider's Responsibilities

The Service Provider shall provide a schedule on a day to day basis in accordance with this Specification.

Routine service refers to:

- Preparation and sorting of office waste in the sorting area for recycling and disposal of non-recycled waste;
- Collecting and removing all waste from the NSG site in accordance with the agreed schedule and standards;
- Monthly reporting on the quantities and types of waste removed from the NSG

premises – this report must be accompanied by receipt of the relevant dumping sites and recycler.

- The service provider shall indicate the Kg/tonnage for recycled waste and provide recycling rebate back to the NSG.
- All equipment complies with the relevant SABS Specifications and code of practice.
- Cleaning materials used in a safe and proper manner, in compliance with Health and safety Regulations.
- Recycling Waste, according to agreed procedures with best practice and sustainability in mind.
- Records shall be kept for all general waste that is weighed.
- All the waste receptacles/bags, paper box containers shall be placed as agreed with the NSG.
- The Service Provider shall ensure that the business of the NSG is not adversely affected by the waste management services

3.1.6.2 The Service Provider shall comply with the standards laid down by the NSG.

3.1.6.3 The Service Provider shall ensure safe working practices are followed.

3.1.6.4 The Service Provider shall ensure that all waste (general) is promptly and efficiently removed.

3.1.6.5 All equipment complies with the relevant SABS Specifications and code of practice.

3.1.6.6 Cleaning materials used in a safe and proper manner, in compliance with Health and safety Regulations.

3.1.6.7 The correct protective clothing is used by the Service Provider's personnel at all times.

3.1.6.8 The focus shall be on Waste Minimization through Recycling.

3.1.6.9 The service provider shall develop a waste management awareness program.

3.1.6.10 The service provider shall provide monthly report to NSG before the 7th of each month during the period of contract

3.1.6.11 The service provider shall provide weekly and monthly report on operational matters

3.1.6.12 The service provider shall delegate a contract contact person during the period of contract.

3.1.6.13 The appointed service provider must compile and provide an NSG specific Site File which will include all Statutory and Management information/documents such as:

- OHS Policy and Procedures;
- Safe works Procedures;
- Risk Assessments Procedures;
- Material safety data sheets (MSDS);
- Insurance documents/details;
- Waste Management program /schedule;
- Department of Labour documents e.g. COIDA, UIF and etc.

3.1.6.14 The service provider is obliged to attend Waste Contract meeting once a month during the period of contract to address operational matters.

Notes to Service Providers:

- The provision of the Waste Management Services shall include all applicable "green technology" methodologies. The Service Provider shall take cognizance of this requirement and make their recommendations on their proposal to the NSG.
- It shall be the Service Provider's responsibility to maintain a clean, safe, healthy environment and eliminate contaminants that may affect NSG employees' health.

4. Staff Strategy

The Service Provider shall at all times have sufficient staff to fulfil the requirements of providing a Waste Management Service to the NSG. The successful Service Provider shall be required to enter into a written contract with the NSG. This contract will contain performance penalties and service level agreements based on the Specification document.

4.1. Service Personnel

- 4.1.1. The bidder must provide one (1) readily trained and experienced person on site, which will manage the main waste area and general waste management processing; and liaise with the NSG for on-site requirements. The resources would be required on-site on daily basis (Monday to Friday excluding public holidays) from 08h00 to 16h00.

4.2. Identification

- 4.2.1. The NSG will issue the Service Provider's staff with personal identification tag in order for their staff to gain access to the NSG facilities for waste management services. It will be the responsibility of the Service Provider to ensure that all personnel on site display their identity tags at all times in such a way as to be fully visible. Subject to satisfying the foregoing, staff failing to display their identification tags may be removed from the site. The Service Provider must take responsibility for deactivation of such cards in cases where staff is no longer in the service of the Service Provider or at the expiry of the contract.

4.3. Medical fitness

- 4.3.1. The Service Provider will be required to certify that all staff, permanently on site, are fully healthy and fit for duty in a monthly report;
- 4.3.2. All provider staff, permanently on site as well as those collecting waste, must report for screening prior to commencing with any duties related to the provision of the service.

4.4. Training

- 4.4.1. The NSG recognises the need for training, both induction and during the course of employment, and expects to derive both benefit and value-for-money from all training undertaken by employees of the Service Provider deployed for service in this contract. The Service Provider shall ensure that the absence from operational duty of staff attending a training course does not affect the satisfactory provision of the specified services and shall provide relief staff to cover the affected areas.

4.5. Uniforms

- 4.5.1. All Service Provider should ensure staff are provided and wear protective uniforms, headgear (including goggles, visors and masks) and safety shoes and/or boots (appropriate to their tasks and functions) whilst on duty. The Service Provider shall supply all uniforms, which shall be of good quality and in a style approved by the NSG. All uniforms must bear the name and logo of the Service Provider. PPE must be in accordance with National regulation and NSG Policy and procedure.
- 4.5.2. The Service Provider shall ensure that all its personnel rendering services at the NSG are at all times neatly dressed, presentable and hygienic.

4.6. Relief Staff

- 4.6.1. The Service Provider shall provide relief-staff, in the event of labour unrest, seasonal workload peaks or to replace staff who are on training, leave or sick leave provided that NSG's is given reasonable notice and details thereof. The Service Provider will bear all costs related to the provision of relief staff.

4.7. Complaints Register

- 4.7.1. A complaint register, in which complaints in respect of the service have been recorded, will be made available at an agreed point. Complaints must be resolved within 48 hours. All complaints shall be registered in writing with the NSG.

4.8. Additional services and costs (Variable Costs)

- 4.8.1. It is the intention of this tender to be offered at a fixed price, and therefore any additional expenses must be proved to be unforeseen, or otherwise agreed as a specific exclusion to this tender. Such additional expenses for services must be costed, quoted, and submitted to the NSG for approval prior to providing such service to the NSG.

4.9. General Waste Management Service

- 4.9.1. The Service Provider shall provide general and ad-hoc services relating to Waste Management Services on a day to day basis to meet the requirements of the NSG.

- The Service Provider shall provide services of high quality and standard to the satisfaction of the NSG. The persons employed must be able to communicate in English, be of good character, physically fit and of good and sober habits.
- Employees of the Service Provider shall not idle about aimlessly or use the seating in the public areas for relaxation.
- The Service Provider shall ensure fair labour practice by complying with the industrial relations and personnel policies of the NSG, where they do not breach the parties' joint labour practices.

5. Waste Removal & Recycling

- 5.1. The NSG is environmentally conscious and handles waste responsibly. Recycling will focus on multi-tiered streams of recycling. The Service Provider shall supply only requested equipment and consumable section 4 below.
- 5.2. The Service Provider shall carry out procedures for the removal of all waste from the NSG facilities. The Service Provider shall undertake a process of recycling all possible waste into the various standard categories as per requirements from the NSG.
- 5.3. The Service Provider shall be responsible for sorting out waste according to contaminated paper, tins/cans, card boxes, plastic bottles, E-waste, and other household waste i.e. recyclable waste from non-recyclable waste. Recyclable items to be sorted out accordingly and stored in designated sorting areas. No staff member of the NSG or the Service Provider may remove any paper, cartridge, cans or tins from the premises for the reason of personal use, selling it, or to make it available to any other person or body for whatever reason.
- 5.4. The Service Provider is to refer to and comply with the specifications and requirements contained in the Waste Removal Management Specifications.
- 5.5. The Service Provider will be responsible for the safe storage and use of materials and equipment required for the provision of the waste management services and for all costs incurred in their safe storage and use.
- 5.6. The Service Provider shall ensure:
- 5.6.1. that their personnel are properly trained in the use of waste management services;
- 5.6.2. that equipment used is safe and does not endanger the operator, staff or member of the public in the surrounding areas where the equipment is being used; and
- 5.6.3. that the standard of the equipment shall comply with the following: -
- All products shall be "fit for the purpose".
 - In the case of electrically operated equipment, products shall comply with the applicable SABS standard:

6. Onsite Waste Management

- 6.1. The bidder will be required to place one (1) trained staff member on-site. The staff member is required to be on-site on daily basis (Monday to Friday) from 08h00 to 16h00. The personnel will assist with the day-to-day activities of the facility's waste management, as follows.
- Sorting of waste materials to their separate streams for recycling and disposal purpose;
 - Upkeep of waste sorting area hygiene;
 - Daily hygiene management of waste Polypropylene bulk bags (clean) and general cleaning of waste areas;
 - Waste management areas must at all times be free of smell or any pest infestation; and
 - Cleaning of waste areas (sanitize floors and walls, mop up).

7. Supply of equipment and consumables

- The bidder will be required to provide all of the required waste management equipment, as follows:
 - Polypropylene bulk bags for storage of waste;
 - Steel frame (stand to accommodate the Polypropylene bulk bags;
 - Fluorescent and globes storage containers which can accommodate 1 500 mm fluorescent tubes;
 - 300mm (depth x 520mm (width x 700mm (height) Wastepaper recycling box for waste collection around the facility; and
 - 2 x steel sorting tables to accommodate site volumes.

8. Code of Conduct

- 8.1. The Service Provider and his employees agree not to give any gifts, gift vouchers or any advantages to the NSG employees either directly or indirectly unless market related prices are paid for it. This includes "kick-backs" and "spotter fees". The Service Provider further agrees not to grant any loans, money or otherwise, to the NSG employees, and vice versa. Contravention of this clause may result in the immediate cancellation of the contract.
- 8.2. The Service Provider is not allowed to hold any social functions on the NSG premises unless permission for it is obtained beforehand from the Director: Logistics and Facilities Management, or her or his delegated official in writing.
- 8.3. No labour union meetings, either in house or with union officials, on the NSG premises will be permitted.
- 8.4. The Service Provider shall not use the NSG address or Logo internally or externally for his or her own correspondences.
- 8.5. Service Providers staff shall not hold unauthorised meetings, involve in industrial action within the NSG premises, incite or and participate in an industrial action in the premise.
- 8.6. The Output Specifications shall take precedence over any other specifications provided by the Service Provider. To the extent that the specifications are not adequate to ensure compliance with the Output Specifications, the Service Provider shall be required, subject to approval of the NSG, to amend the said specifications. In such case the NSG and the Service Provider shall amend these Specifications in writing to reflect such amendment.

9. GENERAL OBLIGATIONS

9.1. HEALTH AND SAFETY

- 9.1.1. The Service Provider's contract manager will adhere to all scheduled meetings stipulated by the NSG.
- 9.1.2. The Service Provider's health and safety officer will visit the site and liaise with the NSG should

it be requested.

9.1.3. Strict Health and Safety controls must be implemented by the service provider at all times.

9.1.4. A complete safety file must be provided to the NSG, making provision for requirements of health and safety, and other relevant issues.

9.2. MEETINGS WITH WASTE MANAGER AND OTHER PARTIES

9.2.1. The Service Provider shall make its contract manager available at all times to meet with, discuss, report any issues requiring attention with the NSG designated persons.

9.3. EXPERIENCE

9.3.1. The bidder must have a least three (3) years' experience in rendering general waste management services

9.4. TRAINING

9.4.1. The Service Provider shall ensure that all staff are adequately trained for the proper fulfilment of their duties in respect of this Waste Management Services specification. The Service Provider shall provide an annual outline of all training and development program for staff.

9.5. PENALTIES

9.5.1. Any non-compliance with the contract and Service Level Agreement or agreed removal requests will result in penalties being levied against the monthly invoice submitted to the NSG.

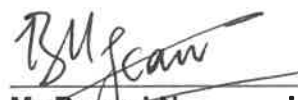
9.5.2. The penalties will be equivalent to the cost of removal, per a day.

9.5.3. Penalties must be reported and discussed at the monthly meetings.

9.5.4. The penalties will be deducted from the monthly invoice and the balance will be processed for payment to the Service Provider.

10. Approval of Terms of Reference

Approval of Request of Terms of Reference for the Waste Management Service for the NSG for a period of five (5) years.


Mr Busani Ngcaweni
PRINCIPAL

Date: 22-02-2021

10.3. Waste Removal Service

Description	Collection Frequency	Average Quantity/ Load per collection	Cost per collection (VAT Excl.)	Monthly Service Fee (VAT Excl.)	Annual Service Fee (VAT Excl.)
General Landfill waste removal	1 time per week				
Hazardous waste	Quarterly	1			
Recyclable waste	1 x per month				
Polypropylene bulk bags	1 x per week	10 x 1 ton			
		Estimated Total cost Fee- Year 1			
		Estimated Total cost Fee- Year 2			
		Estimated Total cost Fee- Year 3			
		Estimated Total cost Fee- Year 4			
		Estimated Total cost Fee- Year 5			
			Sub-Total (C) (VAT Excl.)		

10.4. Management Fee

Description	Monthly Fee (VAT Excl.)					Annual Fee (VAT Excl.)
Management Fee	Year 1					
	Year 2					
	Year 3					
	Year 4					
	Year 5					
Sub-Total (D) (VAT Excl.)						

Note: The management fee must be inclusive of all costs relating to the effective management of the service, administration, report etc.

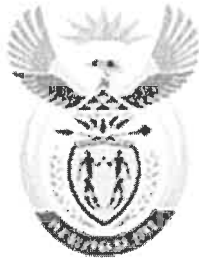
Total Bid Cost

Description	Fee (VAT Excl.)
Sub-Total A	
Sub-Total B	
Sub-Total C	
Sub-Total D	
Total Bid Cost (VAT Excl.)	
15%VAT	
Total Grand Bid Cost (VAT INCL.)	

ANNEXURE B: Equipment and Consumables

New equipment to be provided for waste management services

Item No	Description	Size	Qty	Comments
1	Fluorescent and globe container which can accommodate 4ft and 5ft tubes		1	
3	Polypropylene bulk bags	1 ton	10	
4	Steel frame (stand to accommodate the Polypropylene bulk bags)		10	
5	Steel sorting tables to accommodate waste volumes.		2	



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE C
SPECIAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1.	INTRODUCTION.....	17
2.	LEGISLATIVE AND REGULATORY FRAMEWORK.....	17
3.	BRIEFING SESSION	17
4.	TIMELINE OF THE BID PROCESS	17
5.	CONTACT AND COMMUNICATION	18
6.	LATE BIDS	18
7.	COUNTER CONDITIONS	19
8.	FRONTING.....	19
9.	DURATION OF THE CONTRACT.....	19
10.	SUPPLIER DUE DILIGENCE	19
11.	SUBMISSION OF PROPOSALS	19
12.	RIGHT OF AWARD	20
13.	EVALUATION AND SELECTION CRITERIA.....	20
13.7.1	PHASE I: MANDATORY REQUIREMENTS	20
16	VALUE ADDED TAX.....	23
17	JOINT VENTURES, CONSORTIUMS AND TRUSTS	23
18	SUB-CONTRACTING	24
	SECTION B: GENERAL AND SPECIFIC BID CONDITIONS.....	24
19	GENERAL CONDITIONS OF CONTRACT	24
20	DURATION OF CONTRACT	24
21	PRICING STRUCTURE	24
22	CONTRACT PRICE ADJUSTMENTS.....	24
23	SERVIC LEVEL AGREEMENT.....	25
24	SPECIAL CONDITIONS OF THIS BID	25
25	NON-COMMITMENT	26
26	THE NSG REQUIRES THE BIDDER(S) TO DECLARE (Annexure F)	26
27	CONFLICT OF INTEREST, CORRUPTION AND FRAUD	26
28	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	27
29	PREPERATION COSTS	27
30	INDEMNITY	27
31	PRECEDENCE	27
32	LIMITATION OF LIABILITY.....	28
33	TAX COMPLIANCE	28
34	TENDER DEFAULTERS AND RESTRICTED SUPPLIES.....	28
35	GOVERNING LAW	28
36	RESPNSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	28
37	CONFIDENTIALITY	28
38	THE NSG PROPRIETRY INFORMATION.....	28
	SECTION C: POST-AWARD CONDITIONS.....	29
39	ROLES AND RESPONSIBILITIES	29
40	COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS.....	29
41	APPROVAL.....	29

LIST OF ACRONYMS/DEFINITIONS:

BAC	: Bid adjudication committee
BEC	: Bid evaluation committee
B-BBEE	: Broad-Based Black Economic Empowerment
CF	: Compensation Fund
CIPRO	: Companies and Intellectual Property Registration Office
CIPC	: Companies and Intellectual Property Commission
CSD	: Central Supplier Database (National Treasury)
EME	: Exempted Micro Enterprise
GCC	: General Conditions of Contract
NSG	: National School of Government
PFMA	: Public Finance Management Act
PPPFA	: Preferential Procurement Policy Framework Act
QSE	: Qualifying Small Enterprise
RFP	: Request for Proposal
SARS	: South African Revenue Services
SLA	: Service Level Agreement
TOR	: Terms of Reference
UIF	: Unemployment Insurance Fund

SECTION A**1. INTRODUCTION**

The NSG is a government department within the portfolio of the Ministry for Public Service and Administration. The NSG is the primary vehicle through which government is addressing capacity and skills development needs of public servants at all employment levels. In terms of its capacity building role, the NSG is a key player in contributing to the developmental agenda of government, as well as transformation and service delivery in the public service. More information about the NSG can be obtained at www.thensg.gov.za

1. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts animating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to that of the GCC. Where, however, the SCC are in conflict with the GCC the SCC prevail.

2.1 Tax Legislation

2.1.1 Bidder(s) must be compliant when submitting a proposal to the NSG and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

2.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations.

2.1.3 The Tax Compliance status requirements is also applicable to foreign bidders / individuals who wish to submit bids.

2.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

2.1.5 Bidders are required to be registered on the CSD and the NSG shall verify the bidder's tax compliance status through the CSD.

2.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

2.2 Procurement Legislation

The NSG has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No. 5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

2.3 Technical Legislation and / or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

2. SITE INSPECTION

An **optional site inspection** will be possible per appointment. Site inspection will be open for 2 weeks from date of publishing the tender- between 08h00 to 15h00 Monday to Fridays excluding weekends and public holidays.

3. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120 days**. The project timeframes of this bid are set out below:

All the dates and times in this bid are South African standards time.

Any time or date in this bid is subject to change at the NSG's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the NSG to take any action, or create any right in any way for any bidder

Activity	Due Date
Advertisement of bid on Government e-tender portal, and NSG Website.	05 March 2021
Bid Closing date	26 March 2021

to demand that any action be taken on the date established. The bidder accepts that, if the NSG extends the deadline for bid submission (closing date) for any reason, the requirements of this bid otherwise will apply equally to the extended deadline.

4. CONTACT AND COMMUNICATION

- 4.1. A nominated official of the bidder (s) can make enquiries in writing, to the specified person, Anet de Beer, via email Annetha.debeer@thensg.gov.za Bidder(s) must send enquiries to the above email address.
- 4.2. The delegated office of the NSG may communicate with bidder(s) where clarity is sought in the bid proposal.
- 4.3. Any communication to an official or a person acting in an advisory capacity for the NSG in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 4.4. All communication between the bidder(s) and the NSG must be done in writing.
- 4.5. Whilst all due care has been taken in connection with the preparation of this bid, the NSG makes no representations or warranties what the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current and complete. The NSG, and its employees and advisors will not be held liable with respect to any information communicated that may not be accurate, current or complete.
- 4.6. If bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NSG (other than minor clerical matters), the bidder(s) must promptly notify the NSG in writing of such discrepancy, ambiguity, error or inconsistency on order to afford the NSG an opportunity to consider what corrective action is necessary (if Any).
- 4.7. An actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NSG will, if possible, be corrected and provided to all bidder(s) without attribution to the bidder(s) who provided the written notice.
- 4.8. All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the bidding process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.
- 4.9. The NSG will communicate in writing with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

5. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration, and where practicable, will be returned unopened to the bidder.

6. COUNTER CONDITIONS

- 6.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 6.2. The NSG reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time.
- 6.3. If the NSG exercises its right to change information in terms of the above clause, it may seek amended bid documents from all Bidders.

7. FRONTING

- 7.1. The NSG supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the NSG condemns any form of fronting.
- 7.2. The NSG, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/ investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NSG may have against the bidder/contractor concerned.

8. DURATION OF THE CONTRACT

- 8.1. The successful bidder will be appointed for a period of sixty (60) months. The contract will come into effect from the date of the approval by the Principal / Acting Principal of the NSG.

9. SUPPLIER DUE DILIGENCE

- 9.1. The NSG reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

10. SUBMISSION OF PROPOSALS

- 10.1. Bid documents may either be placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.
- 10.2. Bid documents will only be considered if received by the NSG on or before the closing date and time, regardless of the method used to send or deliver such documents to the NSG.
- 10.3. The bidder(s) are required to submit **one (1) original and five (5) soft copies** of each file by closing date on 26 March 2021 at 11:00. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)

Display A:

- Mandatory documents (refer to section 13.1.1)

FILE 2 (PRICE AND B-BBEE)

Display 1:

Pricing Submission and Bidders' price declaration
(Annexure A; B; F)

- Duly completed bidding document (SBD (Annexure A; B; F) documentation)

Display B

Capacity and Capability (refer to 13.2)

10.4. Bidder(s) are requested to initial each page of the tender document on the bottom right hand corner.

11. RIGHT OF AWARD

11.1. The department reserves the right to award the bid in part or in full; and

2.4 The department also reserves a right not to make any award in this bid

12. EVALUATION AND SELECTION CRITERIA

12.1. The NSG has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Phase I	Phase II	Phase III	Phase IV
Mandatory ,bid requirements and Pre-Qualification	Capacity and Capability Desktop Evaluation	Price and B-BBEE	Recommendation and Appointment
Compliance with mandatory and other bid requirements – bidders must submit all documents as outlined in paragraph 13.1.1 below. Only bidders that comply with ALL these criteria will proceed to Phase II	Bids will be assessed to verify bidders capability and ability to execute the contract Evaluation criteria stipulated in paragraph 13.2.4 (table) below and Annexure D Only bidders that achieve a minimum of 70% will proceed to Phase III.	Bids evaluated in terms of the 80/20 preference system	Recommendation and award

12.2. PHASE I: MANDATORY REQUIREMENTS

Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During the evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

Note: If submitted documents are not certificates, pre-appointment originals will be required for verification purposes.

Mandatory requirements - Documents that must be submitted in Phase I	
Service Provider Profile	The bidder MUST submit a company profile that includes but not limited to the following: • Overview of the company; • A clear Description of the services rendered; • A risk mitigation strategy to ensure continued service delivery; and • Physical Address (or National Footprint) of the company where applicable.
Waste Accreditation Permit	The bidder MUST have a valid Waste Accreditation to collect and transport general waste, recyclable waste and hazardous waste issued by the relevant Authority.

	Bidder MUST provide proof of a valid Waste Accreditation Permit.
Gauteng Waste Information System (GWIS) Registration.	The bidder must be registered in the (GWIS) as a transporter of hazardous waste to be disposed of/treated at landfill site/ waste handling facility authorised to dispose/ treat such waste. Bidder MUST provide proof of registration with GWIS
Licensed Landfill site / waste handling facility	The bidder MUST use a licensed landfill site / waste handling facility for disposal / treatment of waste generated at NSG premises. The bidder MUST provide proof that the proposed landfill site / waste handling facility is licensed. The bidder MUST further provide proof of account/ relationship with the proposed landfill / waste handling facility that will be used for the disposal/ treatment of waste generated at NSG.
Company Financial Statements	The bidder MUST submit a copy of the bidder's latest available financial statements or (three months banks stamped statement, alternatively submit a confirmation from the bidder's auditors that the bidder is a going concern, with the bid documents at the closing date and time of the bid.
Shareholding Portfolio	The bidder MUST submit valid proof of registration of the company with CIPRO/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided.
Proof of Unemployment Insurance Fund (UIF) Compliance / Insurance	Bidders MUST submit a valid and current letter of good standing with the Unemployment Insurance Fund at the closing date and time of the bid or insurance or provide evidence and confirmation of application as employer with the UIF.
Proof of Compensation Fund (CF) Compliance	Bidders MUST submit a valid and current letter of good standing with the Compensation Fund at the closing date and time of the bid.
SBD 1 - Invitation to Bid	Complete and sign the attached pro forma document
Tax Status	• The service provider must be fully tax compliant and confirmed as such by SARS throughout the contract life cycle; • Proof of registration on the Central Supplier Database (CSD); • Vendor Number on CSD; • In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence
SBD 4 - Declaration of Interest	Complete and sign the attached pro forma document
SBD 6.1 - Preference Point Claim Form	Complete and sign the attached pro forma document – non-submission will lead to a zero (0) score on BBBEE.
SBD 8 - Declaration of Bidder's Past Supply Chain Management Practices	Complete and sign the attached pro forma document
SBD 9 - Certificate of Independent Bid Determination.	Complete and sign the attached pro forma document
Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the CSD. If the bidder is not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Bidder's declaration (Annexure E)	Complete and sign
Pricing Submission (Annexure A;B and G)	Complete and sign

12.3. PHASE II: CAPACITY AND CAPABILITY: DESKTOP EVALUATION PHASE

- 12.3.1. Only bidders who have complied with all mandatory and pre-qualification requirements will be evaluated for functionality. During this phase bidders' response will be evaluated for functionality based on achieving a minimum total score of **70%** for the functional requirements per category.
- 12.3.2. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 12.3.3. Bidders will not rate themselves but need to ensure that all information required is supplied. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- 12.3.4. The BEC members will individually evaluate the responses received against the criteria listed in Annexure D
- 12.3.5. A minimum percentage score of **70%** will apply for evaluation. Bidders who do not meet this pre-qualification percentage would not progress for further evaluation.
- 12.3.6. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 12.3.7. Only bidders who have met the minimum threshold of 70% will be considered for price and BBEE point's evaluation as indicated hereunder.

12.4. PHASE III: PRICE AND B-BBEE POINTS EVALUATION

- 12.4.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

- 12.4.2. The following formula will be used to calculate the points for price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

12.4.3. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a **certified copy** thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

12.4.4. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

12.4.5. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

12.4.6. Failure on the part of the bidder to comply with paragraphs 13.3.4 and 13.3.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

12.4.7. The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

12.4.8. The points scored will be rounded off to the nearest 2 decimals.

12.4.9. If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE

12.4.10. However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

12.4.11. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

12.4.12. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

13. VALUE ADDED TAX

13.1. All bid prices must be inclusive of 15% Value-Added Tax.

13.2. Failure to comply with this condition may invalidate the bid.

14. JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NSG will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

15. SUB-CONTRACTING

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

SECTION B: GENERAL AND SPECIFIC BID CONDITIONS

16. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a) The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which the NSG is prepared to enter into a contract with the successful bidder(s).
- b) The bidder submitting the GCC to the NSG together with its bid, duly signed by an authorised representative of the bidder.

17. DURATION OF CONTRACT

- 17.1. The duration of contract will be sixty (60) months. The contract will come into effect from date of the approval by the Principal.

18. PRICING STRUCTURE

- 18.1. Prices submitted for this bid must be completed in accordance with the requirements listed in the Costing Model (Section 7, Annexure A) and Equipment (Annexure B), and the Price Submission (Annexure G) supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

18.2. Sub-Contracting

Bidders may make use of sub-contractors for delivery, installation, implementation and /or maintenance. The contract will, however, be awarded to the bidder as the primary contractor who will be responsible for the management of the contract. The State will not enter into any separate contracts with such sub-contractors with regard to this contract.

19. CONTRACT PRICE ADJUSTMENTS

Staff cost to be fixed for five years (5) upon appointment and labour concerns as per the sectoral determination; and

Material and other related price escalations on each anniversary date to be in accordance with average statutory price (CPI) pronouncements.

20. SERVICE LEVEL AGREEMENT

- 20.1. Upon award the NSG and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the NSG.
- 20.2. The NSG reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the NSG or pose a risk to the organisation.

21. SPECIAL CONDITIONS OF THIS BID

The NSG reserves the right:

- 21.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000).
- 21.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 21.3. To accept part of the tender rather than the whole tender.
- 21.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- 21.5. To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid.
- 21.6. To cancel/or terminate the tender process at any stage, including after the closing date and/or after presentations (if any) have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 21.7. Award to multiple bidders based either on size or geographic considerations.
- 21.8. **For price verification purposes bidders need to add an estimated 8% annual increase for salary adjustments (sectorial Increase) for year 2, 3, 4 and 5. Bidders need to take note that at the time of annual adjustment the contractor must submit the actual sectoral percentage which may adjust the salary up or down.**
- 21.9. The NSG will furnish the Service Provider with all relevant data and information, which is necessary to perform the services under the agreement.

- 21.10. The NSG will become the owner of all information, documents, programmes, advice and reports generated and compiled by the Service Provider in the execution of the services.
- 21.11. The copyright of all documents and reports compiled by the service provider will vest in the NSG and may not be reproduced or distributed or made available in any other way without the written consent of the NSG.
- 21.12. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the NSG.
- 21.13. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be in the detriment of the Minister of Public Service and Administration and/or the NSG.
- 21.14. Should either party fail to carry out any of its obligations in terms of the agreement, then the other party shall be entitled to give the defaulting party notice to comply therewith within a period of fourteen (24) days. Should the other party fail to do so, then the other party may without prejudice to any other rights it may have terminate the agreement without any further notice.
- 21.15. On the termination of the agreement, for whatever reason, all documents, programmes, reports, etc. must be handed to the NSG. The service provider relinquishes the right or retention thereof.

22. NON-COMMITMENT

- 22.1. The department reserves the right not to accept any of the bids submitted.
- 22.2. The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

23. THE NSG REQUIRES THE BIDDER(S) TO DECLARE (ANNEXURE E)

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

Act honestly, fairly, and with due skill, care and diligence, in the interests of the NSG;

- a) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
Act with circumspection and treat the NSG fairly in a situation of conflicting interests;
- b) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- c) Agree to accept the conditions stipulated in the GCC and SCC;
- d) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NSG;
- e) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- f) To conduct their business activities with transparency and consistently uphold the interests and needs of the NSG as a client before any other consideration; and
- g) To ensure that any information acquired by the bidder(s) from the NSG will not be used or disclosed unless the written consent of the client has been obtained to do so.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The NSG reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the NSG or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NSG's officers, directors, employees, advisors or other representatives;
- d) makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 25.1. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the NSG relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 25.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the NSG against the bidder notwithstanding the conclusion of the Service Level Agreement between the NSG and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

26. PREPERATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the NSG, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

27. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the NSG incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the NSG harmless from any and all such costs which the NSG may incur and for any damages or losses the NSG may suffer.

28. PRECEDENCE

If a bidder breaches the conditions of this bid and, as a result of that breach, the NSG incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the NSG harmless from any and all such costs which the NSG may incur and for any damages or losses the NSG may suffer.

29. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The NSG shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

30. TAX COMPLIANCE

No bid shall be awarded to a bidder who is not tax compliant. The NSG reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the NSG, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The NSG further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

31. TENDER DEFAULTERS AND RESTRICTED SUPPLIES

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The NSG reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

32. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

33. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the NSG allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the NSG will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

34. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the NSG's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the NSG remain proprietary to the NSG and must be promptly returned to the NSG upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the NSG's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

35. THE NSG PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any NSG proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

SECTION C: POST-AWARD CONDITIONS

36. ROLES AND RESPONSIBILITIES

- 36.1. **Contract Administration** - Contractors must advise the **Director: Logistics and Facilities Management** immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- 36.2. **Agreement** - No other agreements except the Service Level Agreement will be signed with the contractor. The Service Level Agreement must be signed by both parties and two (2) copies of the Service Level Agreement must be signed.
- 36.3. **Supplier Performance Management** - Supplier performance management will be the responsibility of end-user and where supplier performance disputes relating to the contract cannot be resolved between the contractor and the relevant end-user, NSG SCM must be informed accordingly.

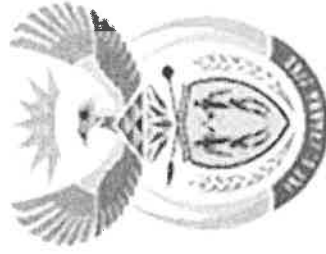
37. COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

- 37.1. Copyright of all documentation resulting from contracts arising from this contract belongs to the NSG. The service provider may not disclose any information, documentation or products to other clients, or to any other party, without the written approval of the NSG.
- 37.2. The intellectual property rights arising from the execution of a contract shall vest in the NSG and the service provider undertakes to honour the NSG's intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.
- 37.3. The intellectual property associated with the service offering will remain that of the service provider, but all data and associated information is sole ownership of the NSG with no cost implications.

38. APPROVAL

Approval of request for proposal, Terms of Reference and Special Conditions of Contract: NSG/BID/06/2020/2021
Appointment of Service Provider for the provision of General Waste Management services at the NSG for a period of sixty (60) months.


Principal
Date: 22-02-2021



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

EVALUATION CRITERIA – CAPACITY AND CAPABILITY

NSG/BID05/2020/2021

GENERAL WASTE MANAGEMENT SERVICES

EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	Experience of the bidder	Display C: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

EXAMPLE OF A RATING SCALE THAT BID EVALUATION COMMITTEE MEMBERS WILL USE

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
DESKTOP EVALUATION					
1	COMPANY / PROVIDER PROFILE	100			
1.1	Provide a company profile that includes - An overview of the company; - A clear description of services rendered; - A risk mitigation strategy to ensure continued service delivery; and - Physical address (or national footprint of the company where applicable)	10	SCC Page 19		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
DESKTOP EVALUATION					
2	SERVICE PROPOSAL	100			
2.1	Provide a detailed proposal to indicate how the services described in the Terms of Reference will be executed, monitored and controlled. Clearly distinguish between general waste removal, recycling and the management of hazardous waste.	40	Page 2, Section 3		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
3	COMPANY EXPERIENCE				
3.1	Provide an indication of experience in the rendering of waste management services. (A minimum of three (3) years' experience in waste management is required.)	10	Page 8 Section 6		
3.2	- Provide a minimum of three contactable references for whom similar work has been undertaken by completing Annexure E. - Include a minimum of three reference letters from previous and/or existing clients that indicate the level of satisfaction with similar services rendered.	10	Annexure E		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
4	RESOURCES AND CAPACITY				
4.1	Provide proof of capacity to deliver the services described in the Terms of Reference CVs of staff that will be responsible for management and operation of this contract/project. Availability of Equipment	30	Page 4 Section 1.5 Staff – Page 7 Section 3 Equipment - Page 7 Section 4		TO BE COMPLETED BY THE BIDDER

BIDDER DECLARATION

The bidder hereby declare the following:

We confirm that _____ (Bidder's Name) will:

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the NSG;
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the NSG fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Agree to accept the conditions stipulated in the GCC and SCC;
- f) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NSG;
- g) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- h) To conduct their business activities with transparency and consistently uphold the interests and needs of the NSG as a client before any other consideration; and
- i) To ensure that any information acquired by the bidder(s) from the NSG will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature _____

Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE F

1. PRICE DECLARATION

Dear Sir/Madam,

Having read through and examined the Request for Proposal (RFP) document, the General Conditions, the Terms of Reference and all other Annexures to the RFP document, we offer to provide an waste management service to the National School of Government for a period of five (5) years.

We undertake to hold this offer (as per cost breakdown matrix) open for acceptance for a period of **120 days** from the date of submission of the offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of services when required to do so by the National School of Government.

We understand that the National School of Government are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any person, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF (company name)

Tel No:

Fax No:

Cell No:

Email: