

TENDER NO: NKO14/2026 REQUEST FOR A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF THE STEENBOK LANDFILL SITE IN ACCORDANCE WITH THE CLASS B LANDFILL SITE LICENSE AND OTHER WASTE MANAGEMENT LAW REQUIREMENTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS (36 MONTHS)
BID NO: NKO14/ 2026

NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320

Municipal Manager
Mr ON Nkosi

TEL.: 013 – 790 0245
FAX.: 013 – 790 0886

VAT Registration No: 4300102938

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

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

CLOSING DATE: 21/07/2026

BID NO:	NKO 14/2026	INITIALS	
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Nkomazi
Local Municipality

9 Park Street - Malalane
Private Bag X101
Malalane,
1320

Tel: (013) 790 0245

Fax: (013) 790 0886

Customer Care No. (013) 790 0990

www.nkomazi.gov.za

**TENDER NO.: NKO14/2026 REQUEST FOR A SERVICE PROVIDER FOR THE OPERATION AND
MAINTANANCE OF THE STEENBOK LANDFILL SITE IN ACCORDANCE WITH CLASS B LANDFILL SITE
LICENSE & OTHER WASTE MANAGEMENT LAW REQUIREMENTS FOR NKOMAZI LOCAL
MUNICIPALITY FOR A PERIOD OF THREE YEARS (36 MONTHS).**

The Nkomazi Local Municipality invites interested parties who can provide service for Operation and Maintenance of the Steenbok Landfill Site in accordance with Class B Landfill Site License & other Waste Management Law Requirements for Nkomazi Local Municipality for a period of three years (36 months). Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 740.02** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **18/06/2026** and to be obtained at Nkomazi Local Municipality: Budget and Treasury office (Old Malalane Taxi Rank), 22 Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

A non-compulsory tenderer briefing session will be held on **24/06/2026 at 10h00** at the Municipal Town Hall (Kobwa Hall) at Fish Eagle. Bidders are advised not to commit fraudulent activities or forgery to document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

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

Completed bid documentation must be deposited on/before **12h00 on 21/07/2026** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

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

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

.....
Mr. ON Nkosi
MUNICIPAL MANAGER

12/06/2026
.....
Date

Bidders will be evaluated on the following administrative compliance. Therefore, the undermentioned documents must be complied with, and where an attachment is required, it should be attached.

PART A

The following conditions must be complied with; failure to adhere to any of these conditions will lead to immediate disqualification:

- a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
- b. Painting over rates/use of correcting fluid is not allowed.
- c. Failure to submit documents required in this tender documentation.
- d. Form of offer not filled (it should be completed in words and numbers).
- e. The bid has been submitted before the closing date and time.
- f. Initial or sign all pages of the tender documents.
- g. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents.
- h. All declarations and authorisation forms must be duly signed.
- i. Price amendment without the initials and signature of authorised personnel in the bills of quantity is not allowed.
- j. Original certified copy of the company registration certificate (CK) and all pages certified.
- k. Original certified copies of IDs of all Directors/members/board members.
- l. Copy of the SARS Tax PIN or tax clearance certificate.
- m. Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement of the **business**. If the rates and taxes account is not in the company's name, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name appears on the municipal rates and taxes statement to confirm that the company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- n. Original certified copies of current municipal accounts for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or a copy of a valid Lease Agreement for **all directors and/or board members** of the company. If the rates and taxes account are not in the names of the directors/members of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement. If the directors and/or board members reside in an area where the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- o. Signed Letter of Authority on the company letterhead
- p. CSD detailed report (printed after the tender advert and on or before tender closing date)
- q. Joint Venture Agreement (In case of a Joint Venture) must be submitted
- r. Joint Ventures must be registered on CSD as Joint Venture.
- s. Sign all applicable pages.
- t. Complete the bill of quantity.
- u. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
- v. Completion of the bid document using pencil is not allowed
- w. The bid has been submitted before the closing date and time.

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PART B
SPECIAL DISQUALIFICATION CRITERIA

Non-submission of the following documents will result in the bidder not being able to go to the next stage:

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	An Original/certified Tax Clearance or SARS PIN?	No		Yes
2.	CSD Registration Report (printed after the tender advert and on or before tender closing).	No		Yes
3.	Certified copy of Company Registration (CK) (If the copy has more than one page, all pages must be certified)	No		Yes
4.	Copy of B-BBEE Certificate (SANAS accredited) or sworn affidavit	No		Yes
5.	Authority of Signatory; Original if a copy must be certified (must be on the company letterhead)	No		Yes
6.	Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality that indicates that your business is situated in an area in which it does not bill for all directors, Board members and business. If the rates and taxes account is not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name/s are reflected on the municipal rates and taxes statement to confirm that the company operates from their property	No		Yes
7.	Schedule of Rates (T10) (should be completed in full)	Yes	Yes	
8.	Appointment letters and project supporting documentation stating the bidder's experience on related or similar work and track record with the value/amount of the contract.	No		Yes
9.	Stamped Bank Rating letter not older than 3 months	No		Yes
10.	Audited Annual Financial Statements (to bidders who are legal required by law); refer to MBD 5	No		Yes
11.	Latest Annual Financial Statements; refer to MBD 5	No		Yes
12.	Comprehensive Methodology on how the tenderer is planning to invest back into the community of Nkomazi Local Municipality, refer to specific goals on MBD 6.1	No		Yes
13.	Original certified copy of proof of registration of the company with the Institute of Waste Management of Southern Africa (IWMSA)	No		Yes

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

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO: 14/2026	CLOSING DATE:	21/07/2026	CLOSING TIME:	12:00 PM
DESCRIPTION	REQUEST FOR A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF THE STEENBOK LANDFILL SITE IN ACCORDANCE WITH THE CLASS B LANDFILL SITE LICENSE AND OTHER WASTE MANAGEMENT LAW REQUIREMENTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS (36 MONTHS).				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (9 Park Street - Malalane Private Bag X101)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDERWHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Ms JCL Ntuli	
CONTACT PERSON	Richard Mabuza		TELEPHONE NUMBER	(013) 790 0386	
TELEPHONE NUMBER	(013) 790 0386		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Punkie.ntuli@nkomazi.gov.za	
E-MAIL ADDRESS	richard.mabuza@nkomazi.gov.za				

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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1. BID INSTRUCTIONS

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

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SPECIFICATION	T 2
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SCOPE OF WORKS

1. INTRODUCTION

The Nkomazi Local Municipality operates a single permitted landfill site at Steenbok. The site covers approximately 20 hectares and is classified as a General Municipal Waste Class B (G:M:B-) site, accepting general waste. It is considered medium-sized, with intermittent leachate generation, and receives waste from the MP324 region, averaging approximately $\pm 1,000$ tons per month.

Due to limited internal capacity, the Municipality has outsourced the landfill's operations and maintenance. This approach ensures compliance with permit conditions and the provisions of the National Environmental Management: Waste Act (Act No. 59 of 2008).

This Contract covers the full operation and maintenance of the Steenbok Landfill Site, including the provision of labour, plant, tools, equipment, and management required to operate the facility efficiently and in compliance with environmental requirements.

1.1 Permit Description of Landfill Site:

Steenbok Landfill Site (Nkomazi Local Municipality)

Permit No.: 16/2/7/X101/D49/Z1

Waste Application: Operation and Maintenance of the Steenbok Landfill Site.

Facility Classification: Class B (G:M:B-)

Location: (GPS Coordinates: 25°43'44.14"S, 31°52'4.44"E)

1.2 Location and Access

The Steenbok Landfill Site is situated approximately ± 65 km from the Malelane Civic Centre, along the Mbuzini Road, adjacent to Mangweni/Steenbok. The site is accessed from Malelane via the R571, travelling towards Komatipoort, with an off-ramp onto Road D2949, which provides direct access to the Steenbok/Mangweni area, where the landfill is situated.

Due to limited internal capacity, the Municipality has outsourced the landfill's operations and maintenance. This approach ensures compliance with permit conditions and the provisions of the National Environmental Management: Waste Act (Act No. 59 of 2008).

This contract covers the full operation and maintenance of the Steenbok Landfill Site, including the provision of labour, plant, tools, equipment, and management necessary to operate the facility efficiently and in an environmentally compliant manner.

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Figure 1: Location of the Steenbok Landfill Site showing access via the R571 and Road D2949 within the Steenbok/Mangweni area of Nkomazi Local Municipality.

2. INTERPRETATION

2.1 Definitions

Builders' Rubble: Pieces of masonry, concrete, etc., resulting from construction, repair and demolition operations, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300 mm.

Bulky Waste: Items, such as motor car bodies, fridges, etc., whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

Cell: An area which has been excavated, engineered and prepared for use as a containment facility for the deposition of waste. This waste will be placed, compacted and enclosed by cover material.

Chipped Garden

Refuse: Waste derived from Garden Waste and bush clearing (gardens, plots and parks), which has not been mixed with other waste categories. This waste has been chipped to a maximum size of 25mm.

Commercial and

Domestic Waste: Solid waste generated by retail stores, offices, domestic dwellings and light industry.

Residents Monitoring

Committee (RMC): Committee made up of members of the affected public, other interested parties and Regulatory Authorities who, together with the Committee of Control, may assist in the monitoring of landfill operations, identify problems and keep the public informed of activities and developments on the Site.

Compaction Density: The ratio of the mass of a body of solid waste (after compaction), to the volume occupied by that same body of waste.

Compaction Ratio: The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.

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Compost:	Organic waste, generally derived from Garden Waste, that has undergone controlled microbial degradation to produce a contaminant/nuisance-free product of potential value as a soil conditioner.
Contractor:	The natural or juristic person, or partnership, or group appointed by the Employer to undertake the operation and maintenance of the site in terms of this Contract Document.
Cover Material:	Soil or other suitable material that is used for enclosing a body of compacted waste in order to reduce odour, flies and windblown litter.
Daily Cell:	As for "Cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic Waste:	Solid waste that originates in a residential and retail environment.
Employer:	The Employer will be the Nkomazi Local Municipality.
Relevant Authorised Person:	A suitably qualified person who may from time to time be appointed by the Employer to act on their behalf.
Financial Manager:	Means the duly appointed natural or juristic person or partnership or any other financial expert appointed from time to time by the Employer, to act on their behalf in regard to certain financial aspects of the administration and execution of this Contract.
Garden/bush Waste:	Plant clippings, pruning and other discarded material from gardens and plot clearing in the municipal area.
Hazardous Waste:	Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on chemical reactivity or toxic, explosive, corrosive, or other characteristics that cause, or are likely to cause, danger to health or the environment, whether alone or when in contact with each other.
Industrial Waste:	Non-toxic and non-hazardous solid waste that results from industrial processes and manufacturing.
Landfill Gas:	Typically, malodorous gases are generated during the decomposition of waste.
Leachate:	An aqueous solution with a high pollution potential, arising when water is permitted to percolate through decomposing waste.
Lift:	A completed layer of compacted waste, extending over an area. Once the area is covered, further lifts are placed on top.
Methane Gas:	A major component of landfill gas generated in the methanogenic phase of waste decomposition. It represents an explosion hazard and a potential health risk.
Recycling/Salvaging:	The controlled and/or uncontrolled process of recovering any material, gas, compost, or other matter from waste, for benefit.
Safe Disposal:	The process whereby domestic waste, spoiled foodstuff or condemned products may be disposed of in the landfill under the supervision of the Environmental Health Practitioner and/or Site Superintendent.

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Sanitary Landfill:	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilizing the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of solid or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be necessary.
Solid Waste:	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Site Superintendent:	An employee of the Contractor, whose responsibility is to manage the Site. The experience and qualifications of the superintendent shall comply with the "Minimum Requirements for Waste Disposal by Landfill, 1998", as issued by the Department of Water Affairs & Forestry.
Special wastes:	Wastes that require special methods of disposal (trenching, immediate placement of cover material and hydrated lime; e.g., abattoir and animal waste, condemned foodstuff).
Ton:	1 000 kg.
Institutional, Medical	
Waste:	Solid waste originating from education, hospital, health care or research facilities.
Waste to Cover Ratio:	The ratio of volume of compacted waste to volume of cover material.
Working Face:	That portion of the Steenbok Landfill Site where waste is discharged before being compacted and enclosed by cover material.

3. DETAILED DESCRIPTION OF THE OPERATIONS

This specification covers the requirements for the Operation and Maintenance of the Steenbok Landfill Site. It provides a general description of the Site and the available facilities. It covers the day-to-day requirements for receiving, depositing, spreading, compacting, and covering waste (including shredding/chipping of garden waste), as well as the maintenance of the facilities on site, to ensure effective operation in accordance with the conditions of the Permit.

T3.1 GENERAL DESCRIPTION OF THE OPERATION

This Contract provides for the supply of all labour, plant, tools, equipment and management necessary to operate the Steenbok Landfill Site in an effective and environmentally sound manner in accordance with the waste permit requirements. The existing entrance, access control, etc will be used for the Contract.

The facility will receive waste from all areas within the Nkomazi Local Municipality boundary. The waste will be transported onto the site by the relevant local authorities, as well as by the general public and private Contractors.

3.2 SITE FACILITIES AVAILABLE

3.2.1 Buildings

There are existing structures on site, including a recycling hangar, which is currently in disrepair with damaged roofing, and an administrative building utilised by staff. The administrative building comprises a boardroom, kitchen, and male and female ablution facilities, and must be maintained in a clean, safe, and hygienic condition at all times.

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The site also includes a weighbridge office, which houses the server and computer systems and is utilised by landfill operators for the recording, monitoring, and reporting of waste disposed of and materials recovered at the landfill.

Storage facilities on site remain limited. Should the Tenderer wish to erect any additional structures, prior written approval must be obtained from the Municipality.

3.2.2 Access roads

The Access road to the site is from the R571 and the D2949. All roads to and around the site are gravel roads.

3.2.3 Access control gates

The site has manually operated gates. The gates are used to control vehicle movement during normal operating hours and to prevent unauthorised access during non-operating hours.

3.2.4 Weighbridge

A weighbridge is installed on site; however, it is currently non-operational. The appointed Contractor shall be responsible for the repair, restoration, and full commissioning of the weighbridge to ensure it is fully functional and compliant with operational requirements.

In addition, the Contractor shall provide and install all necessary computer hardware and related systems required for the effective operation of the weighbridge and the recording, monitoring, and reporting of waste disposed of and materials recovered at the landfill.

3.2.5 Security

A security fence with lockable gates surrounds the site, and the contractor must provide adequate security at their own cost and repair any damage to the existing fence.

3.2.6 Water supply

There is no water supply to the site. The Contractor shall consequently make his own arrangements for water.

3.2.7 Electricity supply

There is no electricity supply to the site. The Contractor shall consequently make his own arrangements for power and/or safe energy sources.

3.2.8 Telephone Service

No TELKOM service is available. The Contractor is at liberty to make an application for a service at his own cost. However, 24-hour contact with the Site Superintendent is required.

3.2.9 Housing of employees

No facilities are available, and the Contractor will not be permitted to house any of his/her employees on the site, except for security personnel on duty.

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3.2.10 Ablutions

Ablution facilities for recyclers are available on site; however, these facilities are currently not fully operational. The appointed Contractor shall be responsible for operationalising, maintaining, and ensuring the cleanliness and functionality of these facilities at all times.

3.3 PLANT

All plant used on the Site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution (must not promote and cause environmental pollution). All plant used must be roadworthy, and proof of certificates must be provided. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown, the Contractor shall be able to call upon such back-up plant within six hours as is necessary to ensure that the proper operation and maintenance of the Site are not placed in jeopardy.

The Contractor shall submit with his/her tender a description of his/her proposed plant complement (for respective waste categories to be managed and successful completion of the waste management), as well as a description of his/her back-up or breakdown and workshop facilities. No plant may be removed from the Site without the Relevant Authorised Person's written permission.

3.4 OPERATION AND MAINTENANCE

3.4.1 Sources of Waste

The Steenbok Landfill Site has been developed to serve as a regional facility for the solid waste generated in the Nkomazi Municipal region. However, other local authorities may also become users of the site in the long term.

3.4.2 Authorisation to use the site

The disposal of waste at the Steenbok Landfill Site will be restricted only by virtue of the type of waste that is allowed in terms of the permit. The Steenbok Landfill Site is a GMB- site and can only accept General waste. Nkomazi Local Municipality is at liberty to liaise with the Department of Agriculture, Rural Development, Land and Environmental Affairs and other organs of state to obtain permission for certain waste-disposal requirements.

3.5 Waste Quantities

3.5.1 General

The waste generated by the private and commercial sectors in the Nkomazi Local Municipality is estimated at $\pm 80,000$ tonnes per year, based on an expected population growth rate of $\pm 3,8\%$ pa (2022 census data). The waste disposed of consists mainly of domestic waste, garden refuse, light industrial waste and building rubble. However, the disposal of condemned food waste is a concern at this landfill site. Provision is made on-site for the disposal of this waste. The quantities of domestic waste vary widely due to the significant influx of visitors and tourists during holiday periods and long weekends.

3.5.2 Reclamation/recycling

The Nkomazi Local Municipality intends to minimise the volume of waste disposed of at landfill. The Contractor shall ensure that recyclable materials are sorted and stored in designated areas to prevent interference with operations. Only recyclers registered with and permitted by the Nkomazi Local Municipality shall be allowed access to the landfill, and all recycling activities must be properly controlled and coordinated.

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Condemned foodstuffs shall be strictly controlled, with no access permitted to recyclers or unauthorised persons. The Contractor shall ensure immediate containment and disposal of such waste to prevent scavenging and to mitigate health and environmental risks.

No rubble or gravel may be removed from the site by anyone other than the Municipality.

3.5.3 Estimated Waste Quantities to Landfill

Because of the inherent variability in waste generation in the Nkomazi area and limited historical records, the actual quantities may vary considerably from those stated. Historical records are available for inspection.

3.5.4 Charges for Disposal

Disposal of waste at the landfill shall be subject to the Nkomazi Local Municipality's approved disposal tariffs. The Contractor shall permit disposal only where proof of payment has been provided, or the disposer holds a valid municipal account, with such proof verified on site.

No cash or on-site payments will be accepted at the landfill.

3.5.5 Operating Hours

The Contractor will be responsible for operating the site five days per week, excluding Saturdays, Sundays and Public Holidays. However, the Employer reserves the right to require the Site to be opened in the event of emergencies.

Unless otherwise negotiated, operating times for each day shall be as follows:

Monday to Friday: 07:30 – 16:30

Saturday: 07:30 – 13:00

Sunday and Public Holidays: 07:30 – 13:00

In no case should the operation continue later than 17:00, unless there was an unnecessary interruption and reasonable interference in working hours, i.e. plant defects, etc. Should it prove impractical to implement the above, the Contractor shall make a written representation to the Manager.

The Steenbok Landfill Site must be operated and maintained on all days. If it proves impractical (for example, due to mechanical breakdown) for the contractor to rehabilitate the site during operational hours, the Contractor shall submit a written request to the Relevant Authorised Person to perform such work outside normal site operation hours, at no extra cost to the municipality. The cost will be calculated based on normal site operation days and hours.

3.5.6 Use of Site after Hours

The site will not be opened outside of normal hours. However, the Contractor will be required to make provision for emergency operations.

3.5.7 Contractor's Site Establishment

Note that the Contractor is required, as part of his/her Site Establishment, to provide all plant, staff, tools, storage facilities, site office, workshop and administrative consumables, fuel and any other items necessary for the Operation and Maintenance, in accordance with this document. The fixed Site Facilities are outlined in Clause 3.2.

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The Contractor must, in the Data Sheets at the time of tendering, state the number, designation and qualifications of all staff to be employed, and the number and description of each type of plant and equipment to be utilised on the Site for the purpose of executing the Contract. The Contractor will be permitted to vary this establishment during the course of the Contract only after a written application has been made to, and written permission received from, the Municipality. The Contractor shall ensure that the Municipality is, at all times, in possession of an up-to-date register of all staff, labour, plant and equipment employed on the Site. Any deviation from the provisions of this Clause, especially the removal of plant and equipment without prior approval, will be treated seriously. Should the Tenderer wish to construct any structure on site, the Municipality must approve it in writing.

3.5.8 Site Superintendent

The Contractor shall provide a full-time Site Superintendent to manage the site. The experience and qualifications of the superintendent shall comply with the "Minimum Requirements for Waste Disposal by Landfill, 1998", as issued by the Department of Water Affairs & Forestry and any current relevant regulations.

The Site Superintendent must be contactable 24 hours a day in the event of any emergencies or serious problems that may arise on site.

3.5.9 Meetings and Site Inspections

The municipality and the Contractor will meet monthly (or more frequently if required) to discuss all matters relating to the operation of the Site and to update and review the overall plan of operation. Decisions made, minuted and agreed at these meetings will be binding on the parties. However, decisions may need to be approved by the Employer. A meeting schedule will be drawn up at the commencement of the Operation.

- The Contractor shall ensure that the Site Superintendent is always present at these meetings.
- The Contractor shall maintain a diary of scheduled meetings.
- Periodic site inspections or audits, in accordance with the Permit, will be undertaken by the Employer and/or external auditors appointed by the Employer and/or state entities.
- Any member of the Audit Team shall be granted reasonable access to the Site, provided they comply with the Site's safety and security rules.

3.5.10 Salvage Rights

The Contractor has no rights to salvage or recycle on the Site.

3.5.11 Operation of the Site

The Contractor's operation of the site will involve the following major functions and must be read alongside the Steenbok Landfill Operating Plan (Attached as Appendix A).

- Site access and access control
- Maintenance of access roads and traffic control within the site
- Waste deposition and compaction (within the approved working face)
- Provision and placement of cover material
- Nuisance control (odour, litter, vermin, dust)
- Construction and maintenance of site drainage, including leachate management
- Record keeping and reporting (in line with Department of Forestry, Fisheries and the Environment requirements)
- Surveying of disposal areas
- Water quality monitoring
- Methane gas monitoring

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The principles regarding the operation are discussed below, and it is incumbent upon the Contractor to ensure that his Method Statement adequately reflects these principles:

3.5.12 Access to the site and access control

For the full duration of the Contract, the Contractor shall provide competent and reliable person(s) to manage site access on a full-time basis during normal working hours.

The Contractor shall be responsible for keeping the site entrance clean and neat. This includes removing all mud and refuse deposited on the road in the vicinity of the site entrance (particularly during wet weather) and picking up all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily.

Access control shall at all times be carried out in a responsible and courteous manner, ensuring that only authorised vehicles, and vehicles carrying waste permitted in accordance with the Permit conditions, the "Minimum Requirements for Waste Disposal by Landfill, 1998", and any current relevant regulations, are allowed on site.

3.5.13 Security

The control of vehicular access during normal working hours, as well as the protection of the Site and other on-site equipment, including the computers and the server, and of the Contractor's own plant, equipment and implements, remains the responsibility of the Contractor.

3.5.14 Maintenance of access roads and control of traffic within the site

The Contractor shall construct and maintain gravel or building-rubble access roads to the on-site disposal area, as and when required during the Contract Period. The roads must be:

- Usable in both wet and dry conditions.
- Comfortably able to accommodate two large passing vehicles (of up to 10 tons each).
- Flat enough to enable vehicles to stop and move off without undue difficulty or slipping. All gradients shall not be steeper than 1 in 10 downhill and 1 in 15 uphill.
- Watered during dry weather for dust suppression, with sufficient surface drainage for wet weather.

Clear, easily understandable speed-limit, traffic-control, and directional signs will be provided from the Site entrance to the off-loading point at the working face as part of this contract.

3.5.15 Inspection of the waste

Personnel will be required to inspect incoming waste and confirm that it conforms to the General category specified in the Permit. Waste that does not conform may not be accepted, and the Site Superintendent must be notified of its presence. Details of the waste, the vehicle, and the owner must be recorded.

3.5.16 Waste deposition and compaction

Waste deposition will be conducted in accordance with proven sanitary landfill principles (as set out in "Minimum requirements for Waste Disposal by Landfill, 1998" and any current relevant regulation), including spreading, compacting, and daily covering of waste. Waste disposal shall take place within an approved and permitted cell, in accordance with the requirements of the Department of Forestry, Fisheries and the Environment and the site license conditions. Daily operations will involve the controlled placement, spreading, and compaction of waste within a confined working face (daily cell), which does not constitute the construction of a new cell.

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The working face shall be kept as small as practicable to minimise environmental exposure and ensure effective compaction and shall be covered at the end of each day in accordance with licence requirements.

The operation of the site will be as outlined below:

- Daily working face management – screening berms
- Daily working face management – general (placement, spreading, compaction, and cover)
- Borrow pits (cover material sourcing)
- Manoeuvring space at the working face
- Bulky waste handling
- Special waste handling (as per licence conditions)
- Wet weather operations
- Management of vehicles stuck on site
- Litter control (including litter catch fences)
- Plant operation, records and data management (equipment status, waste volumes, and compliance reporting in line with the Department of Forestry, Fisheries and the Environment requirements)

Daily cell workface construction – screening berms:

Waste disposal must take place behind contoured screening berms. Waste disposal is then to progress in a series of well-managed terraces, minimising the risk of water infiltration, erosion and fires, with operations screened on all sides by screening berms built with soil or waste and progressively filled behind with waste.

As soon as possible after completion of a lift to the final finished profile, the Employer may instruct that these completed areas be capped and rehabilitated (grassed) to minimise the ingress of rainwater and reduce the risk of erosion, even while landfilling continues on the adjacent phase.

The waste will enter the site in waste collection vehicles, which will use temporary site roads made of building rubble to reach the working face. The waste spread between the two berms will be in 250 mm thick layers. A mechanised waste compactor, designed to minimise noise, dust, and air pollution, will pass along the terrace three times before the next layer of waste is deposited. Building rubble is to be stockpiled separately for the construction of site roads, etc.

Internal screening berms shall be constructed on the permanent faces of the cell by tipping relatively inert waste at its natural angle of repose, compacting it, and covering it with daily cover, thereby forming the sides of the proposed daily cell workface. Waste disposal will then take place in the area behind each successive berm.

External screening berms shall be constructed on the sides of the cell using selected soil from excavations, approved borrow areas or stockpiles, and formed to the dimensions and elevations shown on the drawings. They shall be constructed by end-tipping material, dozing and compacting it in layers to form durable embankments with a good, regular appearance, with a typical cross-section of 2 m high and 2 m wide at the top, and 1:1 side slopes.

Daily cell construction – general:

Waste shall be deposited at the toe of the daily cell and worked upwards by spreading in approximately 250 mm thick layers, then compacted using three passes of the landfill compactor (or similar approved plant) per layer of waste to an average density of at least 900 kg/m³. Once compacted, the height of a strip will not exceed 2.5 m. The preferred average height is 2 m. This may, however, vary towards the outer edge of the final landform, since the daily cell depths will need to be adjusted to match its shape.

To maximise compaction, the working face shall be maintained at an approximate slope of 1:4. This allows the plant to effectively spread and compact waste from the toe of the cell to its upper levels. The slope must not be so steep as to cause the plant's wheels to slip.

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The upper horizontal surface of a daily cell workface shall be finished so that it has a fall of at least 1:50 and not greater than 1:10 towards the working face, thus enabling the floor of the following lift to drain away from the working face.

Cover material shall be deposited above the daily cell at the top of the ramp so that exposed refuse can be covered as soon as required, not necessarily only at the end of the operating day.

At the end of an operating day, the entire waste surface area shall be enclosed with cover material having a minimum compacted thickness of 150 mm and a maximum compacted thickness of 250 mm above the mean surface of the waste. The working face may be covered overnight with a canvas cover if approved by the Relevant Authorised Person.

To prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill, a suitable area of the previous cover material on the cell floor is to be ripped or scarified before the day's waste is deposited.

In accordance with the upper horizontal surface, the finished cover surface shall have a minimum slope of 1:50 and a maximum slope of 1:10, and shall be sufficiently uniform to promote runoff and prevent surface ponding.

Cover Material

The Contractor shall source cover material from off-site sources, as no borrow pits are permitted within the landfill. All cover material shall meet the required standards and specifications as set by the Department of Forestry, Fisheries and the Environment, including suitability for compaction, low permeability, freedom from waste and organic matter, non-hazardous status, and effectiveness in controlling odour, litter, and vermin.

The Contractor must make sufficient cover material available for daily waste covering. Furthermore, a strategically placed emergency stockpile of cover material, sufficient for three working days' operation, should always be maintained.

Manoeuvring space at working face

Space must be available at the working face to allow vehicles to manoeuvre and reverse without causing excessive congestion. A minimum cell width, determined by the number of vehicles disposing simultaneously, must be maintained to allow vehicles to work alongside each other while the waste is compacted.

Spoilt foodstuff and animal waste

Spoiled or condemned foodstuffs and animal waste shall be disposed of in a designated, pre-approved trench within the permitted disposal area, separate from the active working face, in accordance with the requirements of the Department of Forestry, Fisheries and the Environment and the site licence conditions. The waste shall be immediately offloaded, mechanically broken down using the compactor to render it unfit for scavenging, and, where necessary, treated with lime to suppress odours and reduce health risks. It shall thereafter be promptly covered with sufficient material, with no stockpiling or exposure permitted. Access to this area shall be strictly controlled, and all disposed quantities and sources shall be recorded for compliance and reporting purposes. Trenching methods may also be used. Notwithstanding the above, the Health Department and Environmental Health Practitioners responsible for oversight may enforce stricter regulations.

Bulky waste

The Contractor shall reduce the volume of bulky waste items, as far as is practical, by the use of his/her plant

Wet weather

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Vehicles may become stuck in the mud if the Site is wet. In view of this, the Contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan in place to continue operations in the extreme event that the access roads are impassable.

Vehicles stuck on site

The Contractor shall have heavy-duty towropes or tow bars available on site at all times during normal operating hours, and shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out, and under no circumstances may they be pushed out.

The Contractor will be responsible for the cost of repairs to any vehicle that has been damaged by being pushed rather than towed. The Employer also reserves the right to apply a penalty if vehicles are pushed out.

Parking of plant and vehicles after hours

All plant and vehicles must be parked in a neat and orderly manner during the after-hours periods.

Litter fences

The Contractor will be expected to use functional litter fences/netting to prevent wind-blown litter from leaving the working area. These fences must be kept in good condition and be available for deployment at all times. They must be constructed to be effective in moderate to high winds. Details must be submitted to the Municipality for approval.

3.5.17 Control of nuisances

The Contractor shall take all reasonable measures to operate the Site so as to reduce and, where possible, prevent nuisances, including:

- Odour (by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere).
- Dust (by means of watering).
- Flies and rodents (by applying sanitary landfill procedures for compaction and covering, as well as by setting fly traps and placing fly bait at the working face, composting area, etc.).
- Noise (by ensuring that all plant silencers, etc., are in good working order) and by limiting operations to the prescribed hours.
- Wind-blown litter (by applying sanitary landfill procedures of compaction and covering, using litter catch fences where required, and picking up litter that has been scattered in and around the area).
- No scavenging shall be allowed on the working face. However, the removal of sharp steel objects from the working face, which could puncture waste collection vehicle tyres and tyres disposed of with general waste, is required.

3.5.18 Construction and maintenance of site drainage and leachate control

The Contractor shall prevent undue contact between waste and stormwater to minimise the volume of contaminated runoff and leachate.

Contaminated water

All water that has been in contact with waste will be considered contaminated. Water that comes into contact with contaminated water will also be considered contaminated. The Contractor will be required to ensure that flows are unhindered and that watercourses are kept clean. In addition, the storm water holding ponds must be monitored for any evidence of silting or pollution.

Leachate

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The Contractor shall monitor the existing leachate pond and inform the Relevant Authorised Person when it requires emptying during extraordinary rainfall or other circumstances that cause the pond to reach its maximum capacity.

3.5.19 Record keeping

The Contractor shall maintain detailed daily records of the following aspects, and these records shall be available for inspection by the Employer at all times:

- Quantity of cover placed
- Quantities of waste handled (including mass and category)
- Details of vehicles entering the site (date and time of entry, vehicle registration number, vehicle capacity, tare and gross mass, type of waste carried, estimated mass of waste carried)
- Daily position of depositing on site
- Complaints lodged
- Accidents
- Site Protocol Violations
- Breakdowns and stoppages
- Weather conditions including minimum and maximum temperature, rainfall, wind speed and direction
- Site Diary to record unusual incidents
- Must keep a timetable/tracking records for plants used daily and for the hours thereof, with visible performance measures (frequent inspections will be performed)

The Contractor shall also keep a Site Instruction Book on site. The Contractor is responsible for supplying consumables for record-keeping and invoices. A copy of the records of vehicles entering the site must be provided to the Employer at the end of each calendar month.

3.5.20 Survey

At 6 monthly intervals, the Contractor shall carry out a topographical survey of the landfill surface. This information, in digital form, must be handed to the Employer to enable airspace calculations to be carried out. The first survey is to be undertaken within the first month of operation.

3.5.21 Maintenance of the Site

The Contractor shall maintain all aspects of the Site to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The Contractor shall bear all maintenance costs, except for the cost of materials required as a result of normal wear and tear. These will, subject to prior approval by the Relevant Authorised Person, be borne by the Employer.

Should it at any stage be evident that a major repair has resulted from the Contractor's failure to act earlier, and that the Contractor has no good reason for not having acted earlier, the cost of that repair will be for the Contractor's account. In maintaining the site, the Contractor will be expected to perform maintenance work on their own initiative and without first being instructed to do so by the Relevant Authorised Person. Should the Contractor be unsure of the course of action to be taken, the Relevant Authorised Person shall be notified promptly.

The Maintenance of the Site includes:

3.5.22 Wind scattered waste

The Site and its surroundings must be kept neat and clean by the removal of all wind-blown or scattered refuse and the picking up of all litter arising from the operation, and this must be done daily. Areas of particular importance re:

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- The entrance and surround area;
- All site and access roads;
- The area surrounding the working face;
- The perimeter fence;

3.5.23 Access road

The Contractor shall be responsible for the maintenance of all temporary roads (i.e., those roads within the site boundary that provide access to the working face).

3.5.24 Berms and storm water drainage channels

The Contractor shall be responsible for keeping all berms and storm water channels in good condition and free from blockages, so that they adequately perform their intended function. Silt accumulating in the storm water drains shall be removed regularly. Where required, temporary berms and storm water drainage channels shall be provided by the Contractor to ensure the safe and sound operation of the Steenbok Landfill Site. Such berms and channels are to be constructed only after consultation with the Relevant Authorised Person, to ensure that they will not interfere with the long-term development plan for the Site.

3.5.25 Fences, gates and entrances

The Contractor shall monitor the perimeter fences and gates and report any damage to the Employer. All bushes and trees growing along the security fence line are to be removed, and their roots killed.

3.5.26 Notice Boards

Prior to the commencement of any aspect of the Operation, the Contractor will be required to supply and erect, at approved locations, various weatherproof and durable notice boards. These notice boards should prohibit unauthorised access and clearly state the following details: operating hours, the name, address and contact details of the permit holder and the person in charge of the site. Details will be provided by the Employer and should be in the three official languages applicable to this area. A Provisional Sum has been included in the Schedule of Quantities for this work.

A draft layout of the board must be submitted to the Employer for approval before manufacturing.

3.5.27 Inspections

Routine inspections will be carried out by the Employer to check the Contractor's operations for compliance with the requirements of the Specification.

3.5.28 Violation of Site Protocol

The Contractor shall maintain a record of all occurrences involving vehicles that violate the Site protocol. A report of each violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the Employer. Types of incidents considered to be violations are in accordance with the following Site Rules as displayed on the Site.

3.6 MEASUREMENT AND PAYMENT

3.6.1 OPERATION AND MAINTENANCE OF SITE

3.6.1.1 Basic Principles and Method of Measurement

The Contract covers a 36-month (thirty-six-month) period of operation. The Contractor shall be paid monthly.

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3.6.2 Scheduled Items

3.6.2.1 Operation and maintenance of site (Steenbok Landfill Site, Nkomazi Local Municipality)

The unit of measurement shall be the month (mth) of full-scale operation. The Tendered rate shall include full compensation for, inter alia, the following:

- Costs of providing sureties, plant insurance, public liability insurance, unemployment insurance, the cost of complying with the requirements of the Workmen's Compensation Act, the cost of complying with statutes and by-laws, etc., and the cost of continuing to meet these obligations.
- Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment on the Site to enable the Operation to proceed in accordance with the Contract, and shall include the costs of furniture, tools, equipment, storage facilities, communications, security and access facilities, sanitation, the wages of supervisory staff and transport costs incurred in connection with such staff.
- The cost specification sets out the requirements for the Operation and Maintenance of the Steenbok Landfill Site. It provides a general description of the Site and its facilities, and covers the day-to-day requirements for receiving, depositing, spreading, compacting and covering waste (including shredding/chipping of garden waste), as well as the maintenance of the facilities on the site, to ensure effective operation in accordance with the conditions of the Permit.
- Cost of surveying the landfill surface at six-monthly intervals, supplying a DTM file and volumes, and allowing work/studies/reports through external service providers in accordance with the requirement of permit condition (service percentage must be in agreement with the municipality).
- Costs for the control of nuisances, maintaining the Site in a neat and clean condition and for dealing with complaints.
- Costs of care and maintenance of the Site including scattered waste and litter, all buildings and structures, access roads, entrance road, berms and storm water drainage channels, fences, gates and access control.
- Costs of the Contractor's company, head office overheads, and all other obligations that are not recovered on the basis of the units of waste disposed of.
- Costs of removing from the Site all items established and of making good to the satisfaction of the Relevant Authorised Person at the conclusion of the Contract.
- Costs of monitoring the leachate pond contents and of the timely notification of the Employer.
- Costs of providing 24-hour communication and contact for the Site Superintendent.
- The cost of constructing and maintaining access roads to the disposal area, controlling traffic on the Site, supplying and erecting traffic control and direction signs within the Site, and providing assistance to vehicles that become stuck on Site.
- Costs of handling, spreading and compacting the waste, of constructing cells and edge/screening berms, and of dealing with bulky waste, special wastes and safe disposal as required.
- Costs of constructing and maintaining cut-off berms and storm water drains, and of dealing with storm water, polluted runoff and leachate
- Costs of access control at the gate and the maintenance of detailed daily records.
- Costs of all consumables for maintaining detailed records and operating the Site (including the supply of the necessary appliances and standby equipment).
- Cost of acquiring, stockpiling, spreading and compacting cover material, including the final shaping of the natural landform.

3.6.3 HANDLING OF TYRES

Must restrict access of tyres to the facility; must inform the Employer of unauthorised tyres on the facility.

3.7 PROVISIONAL SUMS

3.7.1 General

Provisional sums have been included in the Schedule of Quantities to cover activities not included as Scheduled Items and will be expended at the Employer's discretion. The Employer is not obliged to use these sums.

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3.8 PENALTIES

Penalties shall be imposed for non-compliance with the contract specifications, site licence conditions, applicable Norms and Standards, and the Minimum Requirements for Waste Disposal by Landfill (1998), where incorporated into the licence. In the event of any inconsistency, prevailing legislation, Norms, and Standards shall take precedence.

“Landfill operations shall comply with the conditions of the existing Waste Management Licence issued under the former Department of Water Affairs, the National Environmental Management: Waste Act (Act 59 of 2008), applicable Norms and Standards for Disposal of Waste to Landfill, and the Minimum Requirements for Waste Disposal by Landfill, where incorporated into the licence conditions. In the event of any inconsistency between the Minimum Requirements and current legislation or Norms and Standards, the provisions of the prevailing legislation and Norms and Standards shall take precedence, as prescribed by the Department of Forestry, Fisheries and the Environment.”

NO.	NON-COMPLIANCE EVENT	PENALTY
1	Failure to open or operate the Steenbok Landfill Site during prescribed operating hours, or unauthorised closure	R5,000 for the first hour or part thereof, escalating by R1,000 for each additional hour or part thereof
2	Any proven deviation from Contract specifications, Waste Management Licence conditions, applicable Norms and Standards, or Minimum Requirements	R5,000 for the first occurrence, escalating by R1,000 for each subsequent occurrence, up to a maximum of R10,000 per occurrence
3	Failure to adequately respond to reasonable public complaints within eight (8) working hours	R5,000 for the first occurrence, escalating by R1,000 for each subsequent occurrence, up to a maximum of R10,000 per occurrence
4	Allowing disposal of unauthorised waste is not permitted in terms of licence conditions or applicable standards	R10,000 for the first occurrence, escalating by R5,000 for each subsequent occurrence, up to a maximum of R50,000 per occurrence
5	Failure to cover the working face within 24 hours, including where caused by plant or equipment failure	R5,000 for the first occurrence, escalating by R1,000 for each subsequent occurrence, up to a maximum of R10,000 per occurrence
6	Workers operating without the required personal protective equipment (PPE)	R1,000 per worker per occurrence
7	Failure to achieve the required compaction density in accordance with Contract specifications	R10,000 per deviation of 1 ton/m ³ , calculated on a pro-rata basis
8	Failure to maintain complete, accurate, and compliant records in accordance with licence conditions and applicable standards	R5,000 per month of non-compliance, escalating by R1,000 per day until compliance is achieved, up to a maximum of R10,000 per month
9	Non-compliance affecting operational conditions due to plant or equipment failure persisting beyond 24 hours after notification	R5,000 for the first occurrence, escalating by R1,000 for each subsequent occurrence, up to a maximum of R10,000 per occurrence
10	Failure to provide adequate security or access control without prior written approval	R5,000 for the first occurrence, escalating by R1,000 for each subsequent occurrence, up to a maximum of R10,000 per occurrence

2.2 Monthly Meetings

All monthly meetings shall be chaired by the Divisional Head: Landfill, or by a delegated official. These meetings shall, among other things, address the following:

- Operator performance
- Compliance with Occupational Health and Safety (OHS) legislation
- Payments

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- Penalties
 - Incidents
 - Equipment breakdowns
 - Plant availability
 - Complaints and compliments
- 3. Monthly Operational Reports**

3.1. Monthly Reporting

The Contractor shall prepare and submit a comprehensive Monthly Report to the Nkomazi Local Municipality regarding the operation and maintenance of the Steenbok Landfill Site. The report shall provide a complete and accurate account of operational performance, compliance with the Waste Management Licence, and adherence to the requirements of this Contract.

The Monthly Report shall be submitted no later than the fifth (5th) working day of the following month and shall be certified by the Site Superintendent as a true and accurate reflection of activities undertaken during the reporting period. Failure to submit the report within the prescribed timeframe shall constitute non-compliance and may result in penalties or the withholding of payment.

The report shall be of a professional standard and contain sufficient detail to enable the Municipality to assess operational efficiency, environmental compliance, and contractor performance. As a minimum, the Monthly Report shall include the following:

- Total quantities of waste received, recorded by mass and, where applicable, by waste category;
- Summary of daily operations, including working face management, compaction activities, and cover material application;
- Details of waste rejected or deemed non-compliant, including the source and action taken;
- Records of plant and equipment utilisation, including breakdowns, repairs, and availability;
- Summary of incidents, accidents, complaints, and corrective actions implemented;
- Status of nuisance control measures, including odour, dust, litter, and vermin management;
- Monitoring and management of stormwater and leachate, including any exceedances or identified risks;
- Progress on infrastructure maintenance, including roads, fencing, drainage systems, and facilities;
- Summary of waste picker activities and compliance with the Waste Pickers Management Plan;
- Health and safety performance, including incidents, training delivered, and compliance with safety procedures;
- Any regulatory interactions, inspections, or notices received from authorities;
- Any risks, challenges, or non-compliance issues encountered during the reporting period, together with proposed corrective actions.

The Contractor shall ensure that all data in the Monthly Report is supported by accurate records and is consistent with site registers, weighbridge records, and other operational documentation. The Municipality reserves the right to verify the contents of the report at any time.

The Monthly Report shall form the basis for performance evaluation, payment certification, and compliance monitoring. Incomplete, inaccurate, or misleading reporting shall constitute a serious breach of contract.

4. Waste Pickers Management Plan

The Operator shall develop and implement a Waste Pickers Management Plan, to be approved by the Waste and Environmental Management Department or the relevant authority, to ensure a safe working environment. The plan shall be reviewed and updated in line with operational conditions. Any amendments to the approved Safety Plan and the Waste Pickers Management Plan shall be recorded and submitted to the relevant office.

The Waste Pickers Management Plan must be finalised within three (3) months from the commencement of operations.

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5. Health and Safety Procedures

The Operator shall ensure that all Occupational Health and Safety procedures are fully implemented and complied with at all times.

6. COMPLIANCE AND LICENCE AMENDMENTS

6.1. Compliance Hierarchy

All operations at the Steenbok Landfill Site shall comply with the Waste Management Licence issued for the facility, the National Environmental Management: Waste Act (Act No. 59 of 2008), applicable Norms and Standards for Disposal of Waste to Landfill, and the Minimum Requirements for Waste Disposal by Landfill (1998), where applicable or incorporated into the licence conditions.

In the event of any inconsistency between this specification and the Waste Management Licence, the provisions of the Waste Management Licence shall prevail. In the event of any inconsistency between the Waste Management Licence and prevailing legislation or Norms and Standards, the provisions of prevailing legislation and applicable Norms and Standards shall prevail.

6.2. Adaptation to Licence Amendments

Where the Waste Management Licence for the Steenbok Landfill Site is amended, reviewed, or replaced during the term of this Contract, the Contractor shall comply with the updated licence conditions with immediate effect from the date of such amendment or re-issuance.

No additional compensation shall be payable for compliance with revised licence conditions unless such changes result in a material alteration to the scope of work, as determined by the Municipality. The Contractor shall be responsible for familiarising themselves with any updated licence conditions and adjusting operational practices accordingly to ensure continuous compliance.

7. General Obligations of the Contractor

7.1. Contract Agreement

The Contractor shall within 7 (seven) days after having been called upon to do so, enter into and execute a Contract Agreement in the form annexed hereto (to be prepared and completed at the cost of the Employer).

7.2. Inspection of Site

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

7.3. Sufficiency of Tender

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

7.4. Method Statement

The Tenderer shall submit as part of his/her tender, a Method Statement showing the programme and methods by which he/she proposes to carry out the Operation. In addition to said Method Statement, the Tenderer shall submit, on the appropriate form in this document, a description of the plant and personnel complement he/she intends employing, in order to carry out the Operation. (see

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Clause 8) of these Conditions of Contract). Whenever required by the Relevant Authorised Person, the successful Contractor shall furnish in writing such additional particulars in connection with the operation, plant, personnel, etc. as may be so required within 7 (seven) days of being requested to do so.

Approval by the Relevant Authorised Person of such Method Statement, or the furnishing of the additional particulars shall not relieve the Contractor of any of his/her duties or responsibilities under the Contract.

7.5. Contractor's Superintendence

The Contractor shall provide adequate superintendence of the Operation for the duration of the Contract. A competent person, appointed by the Contractor and approved of in writing by the Relevant Authorised Person (which approval may at any time be withdrawn), shall devote adequate time to the superintendence of the Operation to ensure compliance with the requirements of the Contract (also see Clause 8.1) of these Conditions of Contract.

7.6. Care of the Site

The Contractor shall take full responsibility for the Site or any portions thereof until expiry of the Contract period. Any damage or losses from any cause whatsoever (save and except the excepted risks as defined below) shall be made good at the cost of the Contractor to the satisfaction of the Relevant Authorised Person. The "excepted risks" are:

- 7.6.1. War, hostilities (whether war be declared or not), invasion, political riot, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war and (unless solely restricted to employees of the Contractor or of his/her Sub-Contractor and arising from the conduct of the Contract) riot, commotion or disorder, or use or occupation by the Employer of any part of the site.
- 7.6.2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 7.6.3. Any occurrences that an experienced Contractor could not reasonably foresee, or if foreseeable and having informed the Relevant Authorised Person accordingly, could not reasonably make provision for or insure against.
- 7.6.4. A cause due to use or occupation by or on behalf of the Employer of any part of the Works.
- 7.6.5. In the event of loss or damage to the Site arising from, or occasioned by, any of the excepted risks, the same shall, if required by the Employer, be made good by the Contractor but at the cost of the Employer at a price to be mutually agreed upon between the Contractor and the Employer.

7.7. Damage to Persons and Property

The Contractor hereby indemnifies and keeps the Employer indemnified against all losses and claims for injuries or damage to any persons or property whatsoever (including surface or other damage to land or crops not being on the Site, suffered by tenants or occupiers) which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that nothing herein contained shall be deemed "to render the Contractor liable" for or in respect of or to indemnify the Employer against any compensation or damage for or with respect to:

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- 7.7.1. The permanent use or occupation of the Site or any part thereof (save in respect of surface damage as aforesaid),
- 7.7.2. The right of the Employer to operate on, over, under, in or through any lands.
- 7.7.3. Interference, whether temporary or permanent, with any servitude or other right which is the unavoidable result of the Operation in accordance with the Contract.
- 7.7.4. Injuries or damage to persons or property resulting from any act or negligence done or committed during the currency of the Contract by the Employer, his/her agents, servants or any other Contractors (not being employed by the Contractor) for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect hereof or in relation thereof.
- 7.7.5. The Contractor hereby indemnifies the Employer against any liability in respect of damage to or physical loss of the property of any person or injury or death of any person due to non-compliance with the Occupational Health & Safety Act (Act 85 of 1993).

The Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act and shall complete the Agreement as set out in the Tender Forms prior to commencement of any work. Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the Employer.

- 7.7.6. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his Employees, and any Subcontractors, comply with them.
- 7.7.7. Prior to commencement of any work, verified copies of all documents mentioned in the agreement must be presented to the Employer.

7.8. Public Liability Insurance

The Contractor (but without limiting his/her obligations and responsibilities under Clause 7.7, shall insure in the joint names of the Contractor and Employer against any damage, loss or injury which may occur to any property or to any person by or arising out of the carrying out of the Contract.

Such insurance shall be effected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and for at least the amount of R2 000 000 (two million Rand) per event, and the Contractor shall, when required, produce to the Employer or the Relevant Authorised Person the policy or policies of insurance and the receipts from payment of the current premiums.

In addition to any statutory obligations, the Contractor shall, within 24 hours of its taking place, report to the Relevant Authorised Person every occurrence on the Site causing damage to property or injury or death to persons. If required by the Relevant Authorised Person, the report shall be in writing and shall contain full details of the occurrence. The Relevant Authorised Person shall have the right to make all and any enquiries, either on the Site or elsewhere, as to the cause and results of any such accident, and the Contractor shall give the Relevant Authorised Person full facilities for carrying out such enquiries.

7.9. Accident or Injury to Workmen

The Employer shall not be liable for, or in any respect of, any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor, save and except an accident or injury resulting from any act or default of the Employer, his/her agents or servants. The Contractor hereby indemnifies and keeps indemnified the Employer against such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto.

7.10. Insurance against Accident etc. to Workmen

The Contractor shall insure against such liability in an amount to the reasonable satisfaction of the Employer and with an insurer approved by the Employer (which approval shall not unreasonably be withheld) and shall continue such insurance during the whole

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of the time that any persons are employed by him/her on the Site and shall, when required, produce to the Employer or the Relevant Authorised Person such policy of insurance and the receipt for payment of the current premium.

7.11. Remedy on Contractor's Failure to Insure

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

7.12. Clearance of Site on Completion

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

7.13. Compliance with Statutes, Regulations, etc.

The Contractor shall, in execution of the Contract, at his/her own expense, give all notices, pay all fees and conform in all respects with the provisions of any statute, Ordinance or other Law or any Regulation or By-Law of any local or other duly constituted authority that shall affect the Contractor in the performance of his/her obligations under the Contract with special regard to safety, dust, noise, odours, nuisance and disturbances, and hereby holds the Employer indemnified against all penalties and liability of every kind or breach of any such Statute, Ordinance, Law, Regulation or By-Law. The Employer and the Relevant Authorised Person shall be reasonably satisfied that the Contractor did comply with all the pre-set conditions before final payment will be authorised by the Employer. In particular, Clause 7.12 applies hereto.

7.14. Complaints

The Contractor shall maintain a complaints register, available on site at all times. Should any complaint be received concerning the Operation, the Contractor shall enter all details, written or verbal, into the register and furnish the Relevant Authorised Person with all relevant information to enable the Relevant Authorised Person to investigate the complaint. The Contractor shall thereafter rectify the situation in accordance with any instructions issued by the Relevant Authorised Person should the complaint be validated. The register shall be updated with what action was taken to rectify the complaint and be reviewed at all Committee of Control meetings.

7.15. Facilities for other Contractors

The Contractor shall, in accordance with the requirements of the Relevant Authorised Person, afford access to the public and to other Contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other properly authorized person, authority or statutory body who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the Employer may enter into in connection with or ancillary to the Operation.

7.16. Use of Site

The Contractor shall not use the land forming the Site for any purpose whatsoever other than for that intended by the contents of this Contract. The Contractor, other than for the sole use of operating the Site, may not use the Site for storage of any plant, equipment or material. No trees or bushes shall be cut down or damaged by the Contractor or his/her employees without the written consent of the Relevant Authorised Person. Failure to comply will result in the rigorous application of the remedies and powers set out in Clause 12 hereof.

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7.17. Damage Caused by Site Users

The Contractor shall be responsible for making good any damage to the Site caused by an outside party, recovering the full amount for repairs from the relevant party; failing which, the Contractor will be held responsible.

8. Personnel, Plant and Equipment

8.1. Contractor's Personnel

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

The Contractor shall submit with his/her tender, a description of his/her proposed staff complement, including the CV's and job descriptions of key personnel.

8.2. Occupational Health and Safety of Personnel

The Contractor will be responsible for ensuring the occupational health and safety of all Site users, whether they be the Contractor's staff, the Employer's staff, or members of the public. In this regard, the Contractor will be responsible for taking all necessary measures to ensure and maintain suitable occupational health and safety standards over the entire Site for the duration of the Contract. The Contractor shall have authority commensurate with his/her responsibility. Should the Contractor experience difficulty in ensuring safety because of the actions of the Employer's employees or other Contractors as well as members of the public, details shall be supplied to the Relevant Authorised Person in writing, who will take any necessary action.

8.3. Labour Returns

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

8.4. Plant and Equipment

The Contractor shall supply all plant and equipment required for the execution of the Contract, and it will be his/her responsibility to ensure that such plant and equipment are adequate in all respects to ensure compliance with the terms and conditions of the Contract.

The Contractor shall submit with his/her tender, a description of the plant complement that he/she proposes to use in carrying out his/her Operation.

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

9. Workmanship

9.1. Quality of Workmanship

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

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9.2. Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Specification or Schedule of Quantities. If any test is ordered by the Relevant Authorised Person which is not so intended by or provided for, then the cost of such test shall be borne by the Contractor if the test shows the workmanship not to be in accordance with the provisions of the Contract or the Relevant Authorised Person's instructions but otherwise, by the Employer.

9.3. Access to Site

The Employer, the Relevant Authorised Person and their respective authorized agents, will have the right of access to the Site and to the Contractor's enclosure at all times. Any attempt to deny this right will be regarded as breach of Contract.

10. Commencement and Suspension

10.1. Commencement of Contract

The Contractor shall commence the Contract within 30 (Thirty) days after the receipt by him/her of the Letter of Acceptance. Such notice may be delivered by hand or registered post, and the Contractor shall proceed with the Operation with due expedition and without delay except as may be expressly sanctioned or ordered by the Relevant Authorised Person or be wholly beyond the Contractor's control provided that said order shall be given not later than 45 days after the date of notification of the award of the Contract, save by arrangement with the Contractor.

10.2. Contract Period

The Contract Period shall be 36 (thirty-six) months.

10.3. Suspension of Operation

The Contractor shall, on the written order of the Relevant Authorised Person, suspend or curtail the Operation for such time or times and in such manner as the Relevant Authorised Person may consider necessary and shall, during such suspension, properly protect and secure the Site so far as is necessary in the opinion of the Relevant Authorised Person. The extra cost (where properly substantiated) incurred by the Contractor in giving effect to the Relevant Authorised Person's instructions under this Clause shall be borne by the Employer unless such suspension is: necessary because of improper execution of the Operation or some other default on the part of the Contractor;

- 10.3.1. necessary for safety reasons, provided that the Contractor shall not be entitled to recover any such extra cost unless he/she gives notice in writing of his/her intention to claim to the Relevant Authorised Person within 14 days of the Relevant Authorised Person's order. The Relevant Authorised Person shall determine the extra payment to be made to the Contractor in respect of such claim, as he/she may consider fair and reasonable. If the Operation is suspended on the written order of the Relevant Authorised Person for more than 28 days, the Contractor may, Within 14 days from the receipt thereof, serve a written notice on the Relevant Authorised Person, requesting permission to proceed with the operation and, if such permission is not granted within 14 days of the Relevant Authorised Person having received such a notice, the Contractor may (but is not bound) by a further written notice so served, elect to treat the suspension as an abandonment of the Contract by the Employer.

10.4. Adverse Conditions

If during the Operation of the Site the Contractor shall encounter physical conditions, other than climatic conditions, on the Site, or artificial obstructions, which conditions or obstructions could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith (but in any event within 7 (seven) days of encountering such adverse conditions) give written notice thereof to the Relevant Authorised Person and if, in the opinion of the Relevant Authorised Person such conditions or artificial obstructions

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could not have been reasonably foreseen by an experienced Contractor, then the Relevant Authorised Person shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost:

- 10.4.1. of complying with an instruction which the Relevant Authorised Person may issue to the Contractor in connection therewith,
- 10.4.2. of any proper and reasonable measures approved by the Relevant Authorised Person which the Contractor may take in the absence of specific instructions from the Relevant Authorised Person; because of such conditions or obstructions being encountered.

10.5. Claims

Additional expenditure must be quantified by the Contractor and approved by the Employer before the Work is done. No payment will be made for unapproved expenditure.

- 10.5.1. In the event of circumstances arising which, in the Contractor's opinion, could form the basis of a claim, the Contractor shall submit to the Relevant Authorised Person, within 24 hours of such circumstances, comprehensive details, in writing. In addition, the Contractor shall inform the Relevant Authorised Person, telephonically, as soon as possible, on the same day.
- 10.5.2. The Contractor shall send to the Relevant Authorised Person once a month an account giving full and detailed particulars of all additional claims for any additional expense to which the Contractor may consider himself entitled, and no claim for payment for any such work will be considered which has not been included in such particulars.
- 10.5.3. Provided always that the Relevant Authorised Person shall be entitled to authorize payment to be made for any such work, notwithstanding the Contractor's failure to comply with this condition, if the Contractor has at the earliest practicable opportunity notified the Relevant Authorised Person that he/she intends to make a claim for such work.

10.6. Measurement

10.6.1. Method of Measurement

While every effort has been made to ensure the correctness of the quantities set out in the Schedule of Quantities, these are estimated quantities and can vary. The Contractor shall submit to the Relevant Authorised Person a monthly statement showing the actual quantities handled by him/her in that period. The measurement will be based on the month of full operation of the site.

11. Certificates and Payment

11.1. Monthly Payments

The Contractor shall be paid monthly on the certificate of the Relevant Authorised Person for the amount due to him/her. The Contractor's invoice is to be accompanied by the following monthly reports:

- 11.1.1. Daily records and waste classification details
- 11.1.2. Operation hours of the plant used; evidence thereof will be inspected and verified.

11.2. Time of Payment

The Contractor's invoices shall cover the inclusive period of one calendar month (i.e., from the 1st day of the month to the last day of the same month). Such invoices with the accompanied reports are to be submitted to the Relevant Authorised Person for certification within 7 (seven) days. Payment shall be made by the Employer within 30 (thirty days after such certificate has been delivered to him. In the event of failure by the Employer to comply with these provisions, he/she shall pay to the Contractor for interest at the prevailing prime bank overdraft rate upon all overdue payments from the date on which the same should have been made.

11.3. Correction of Certificates

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The Relevant Authorised Person or the Employer may make any correction or modification to any present or previous certificate issued after agreement with the Contractor. Agreement in this regard shall be in writing.

11.4. Final Certificate

The Contract shall not be considered as completed until a final certificate has been signed by the Relevant Authorised Person and delivered to the Employer stating that the Contract has been completed to his/her satisfaction.

11.5. Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract unless the Contractor has made a claim in writing in respect thereof before the giving of the final certificate.

11.6. Unfulfilled Obligations

Notwithstanding the issue of the final certificate, the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the final certificate which remains unperformed at the time such certificate is issued, and for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between two parties hereto.

11.7. Provisional Sums

Provisional Sums have been allowed in the Schedule of Quantities for the Contractor, where so instruction by The Relevant Authorised Person, to execute certain work or purchase certain materials or services which have not been specified or included in detail when the Contract is entered into. The Contractor shall be paid the actual cost to him/her of the time expended and the materials used, plus 5 (five) percent, which allowance will be held to cover all charges for the Contractor's profit, overheads, etc. The Contractor shall furnish the Relevant Authorised Person with such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Relevant Authorised Person tenders for the same, for his/her prior approval. The total amount due to the Contractor for such approved provisional items will be claimed on the following invoice submitted by the Contractor, with payment being made as per Clause 11.2 . Expenditure in connection with provisional sums shall be solely at the discretion and direction of the Relevant Authorised Person. Any amount not expended shall be deducted from the Contract Price.

11.8. Escalation

Escalation will be allowed, escalation will only be allowed as per the schedule of rates.

12. Remedies and Powers

12.1. Penalties

If, at any stage during the Contract Period or extensions thereto, the Contractor shall fail to Operate and Maintain the Site in the manner described in the Contract and in accordance with the Department of Water Affairs & Forestry's (DWAF's) "Minimum Requirements for Waste Disposal by Landfill, 1998", then the

12.1.1. Contractor shall pay the Employer a penalty or penalties for each occurrence or event that such requirements are not met. The Relevant Authorised Person shall be entitled to apply the penalty or penalties in terms of this Clause. The events or requirements for which penalties shall be applied, and the corresponding amounts of the penalties, are described in the Specification, subject to escalation in accordance with Clause 11.8 hereof.

12.1.2. The Relevant Authorised Person may, without prejudice to any other method of recovery, deduct the amount of the penalty or penalties from the Contractor's monthly payment. The payment or deduction of such penalty or

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penalties shall not relieve the Contractor of his/her obligations and responsibilities under the Contract, and in particular for any damages or losses suffered by the Employer as a result of the Contractor's default.

12.2. Determination by Employer

If the estate of the Contractor shall be sequestrated, whether provisionally or finally, or if the Contractor shall publish a notice of surrender or present an application for the acceptance of the surrender of his/her estate as insolvent or shall arrange with or assignment in favor of his/her creditors or shall agree to carry out the Contract under a committee of inspection of his/her creditors or (being a company) shall go into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) if the Contractor is placed under judicial management whether provisional or final or if the Contractor shall assign the Contract without the consent in writing of the Employer first obtained or shall have an execution levied on his/her goods or if the Relevant Authorised Person shall certify in writing to the Employer that in his/her opinion the Contractor:

- 12.2.1. has abandoned the Contract, or
- 12.2.2. without reasonable excuse has failed to commence the Works in terms of Clause 10.1 hereof or has suspended the progress of the Works for 14 days after receiving from the Relevant Authorised Person written notice to proceed, or
- 12.2.3. has failed to proceed with the Operation with due diligence, or
- 12.2.4. is not executing the Operation in accordance with the Contract or is persistently or flagrantly neglecting to carry out his/her obligations under the Contract, or
- 12.2.5. has, to the detriment of good workmanship or in defiance of the Relevant Authorised Person's instructions to the contrary, sub-let any part of the Contract, or
- 12.2.6. has assigned the Contract or any part thereof without the consent in writing of the Employer,

12.3. then the Employer may, after giving seven days' notice in writing to the Contractor, enter upon the Site and expel the Contractor therefrom without thereby avoiding the Contract or releasing the Contractor from any of his/her obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer or the Relevant Authorised Person by the Contract and may arrange with the Surety to, or may himself continue with the Operation or may employ any other Contractor or persons to continue with the Operation for the remaining duration of the Contract Period. The Employer or such other Contractor or persons may use for such completion so much of the plant on Site which has been deemed to become the property of the Employer under Clause 8.4 hereof as he/she or they may think proper and the Employer may at any time sell any of the said plant and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him/her from the Contractor under the Contract.

13. Payment after Determination

- 13.1. If the Employer shall enter and expel the Contractor under Clause 12.2, he/she shall not be liable to pay to the Contractor any money on account of the Contract until the amount of the penalty (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Relevant Authorised Person.
- 13.2. The Contractor shall be entitled to receive only such sum or sums (if any) as the Relevant Authorised Person may certify as due to him/her after deducting the said amount or amounts. But if such amount shall exceed the sum, which would have been payable to the Contractor, then the Contractor, subject to the provisions of the Insolvency Laws, shall, upon demand, make payment to the Employer the amount of such excess, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. In this event, the Employer may exercise a lien on the Contractor's plant.

14. Default of Employer

14.1. In the event of the Employer:

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- 14.1.1. failing to pay to the Contractor the amount due under any certificate of the Relevant Authorised Person within 14 days after the expiry of the time of payment stated in Clause 11.2 hereof; or
- 14.1.2. becoming insolvent other than for the purposes of a scheme of reconstruction or amalgamation; or
- 14.1.3. assigning the Contract without the consent in writing of the Contractor, which consent shall not be reasonably withheld, other than resulting from new governance structures being formed by the rezoning in terms of the Constitution,

14.2. The Contractor shall be entitled, without prejudice to any other rights or remedies, to determine the employment of the Contractor under the Contract by giving notice in writing to the Employer. Upon the giving of such notice, the property and all Plant and Materials brought upon the Site by the Contractor shall revert to him/her, and he/she shall with all reasonable dispatch remove the same from the Site save to the extent that he/she has received payment therefor.

14.3. In the event of such determination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been determined under the provisions of Clause 11.2 hereof but in addition to the payment specified in Clause 11.2 hereof the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such determination. Nothing in this Clause contained shall prejudice the right of the Contractor to exercise either in lieu of or in addition to the rights and remedies in this Clause specified, any other rights or remedies to which the Contractor may be entitled.

15. Urgent Repairs

If, by reason of any accident or failure or other event occurring to or in connection with the Operation or any part thereof during the execution of the Contract, any remedial or other work or repair shall in the opinion of the Relevant Authorised Person, be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may instruct his/her own or other workmen do such work or repair as the Relevant Authorised Person may consider necessary.

If the work or repair so done by the Employer is work which in the opinion of the Relevant Authorised Person, the Contractor was liable to do at his/her own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor, provided always that the Relevant Authorised Person shall as soon after the occurrence of any such emergency is may be reasonably practicable notify the Contractor thereof in writing.

16. Nature of Contract

This is a three (3) years contract in terms of which the appointed service providers will be required to provide operation and maintenance of the steenbok landfill site in accordance with the class B (G:M:B-) landfill site license and other waste management law requirements The Municipality intends to apply a three (3) stage evaluation process in the adjudication of this tender, namely:

16.1. Stage One (1): Administrative Compliance and Pre-Qualification: Evaluation of compliance with all mandatory administrative requirements and pre-qualification criteria as stipulated in the tender document.

16.2. Stage Two (2): Technical Evaluation: Evaluation of functionality, experience, expertise, capacity, and any other technical criteria relevant to the respective work package.

16.3. Stage Three (3): Price and Preference Points Evaluation: Evaluation of qualifying tenderers in terms of the 80/20 preference point system as prescribed by applicable procurement legislation and regulations.

Service providers who successfully meet the requirements of all three (3) stages may be identified as preferred tenderers for the relevant work package(s) and may thereafter receive conditional appointment letters, subject to successful price negotiations with the Municipality.

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Any negotiations conducted by the Municipality shall be undertaken in a fair, transparent, and equitable manner and shall not afford any preferred tenderer an unfair or second opportunity, nor prejudice any other tenderer. Furthermore, negotiations shall not result in a contract price higher than the price originally tendered by the preferred tenderer.

Should the parties fail to reach agreement on the contract price within a reasonable period, the Municipality reserves the right to withdraw the conditional appointment and to consider alternative procurement options in accordance with the Municipality's Supply Chain Management Policy and applicable legislation.

All terms and conditions applicable to this procurement process are contained in the tender document. The Municipality is not bound to accept the lowest priced tender or any tender received and reserves the right to appoint the service provider(s) considered most suitable in accordance with the Municipality's Supply Chain Management Policy and applicable legislative framework.

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3.1. SUPPLIERS / CONTRACTORS

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

3.2. JOINT VENTURE

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

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

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

.....

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

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

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

.....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1:

2.

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1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.

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

- 3.1. Full Name of the bidder or his representative:
- 3.2. Identify Number:
- 3.3. Position occupied in the Company (director, trustee shareholder):
.....
- 3.4. Company Reference Number:
- 3.5. Tax Reference Number:
- 3.6. VAT Registration Number:
- 3.7. The names of all directors'/trustees'/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

YES/NO

3.8. Are you presently in the service of the state?

3.8.1 If yes, furnish particulars:

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

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

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

3.9. Have you been in the service of the state for the past twelve months?

YES/NO

If yes, furnish particulars:

.....

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

*YES / NO

3.10.1 If yes, furnish particulars:

.....

.....

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

*YES / NO

3.11.1 If yes, furnish particulars:

.....

.....

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

YES/NO

3.12.1 If yes, furnish particulars.

.....

.....

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

YES/NO

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars.

YES/NO

.....

.....

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

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

.....
Signature Bid Number Date

.....
Capacity Name of the Company

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DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

YES / NO

YES / NO

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars

2 of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

YES / NO

5. Will any portion of goods or services be sourced from outside

YES / NO

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature Date

.....

Position Name of Bidde

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To

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

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

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

1.4

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

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

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2	A copy of a <i>Full CSD report</i> not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2	
more than 30% youth shareholding or owned enterprise	2	
More than 30% people living with disability shareholding or owned enterprise	2	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		

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Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
2 points for enterprise located within the district area of jurisdiction	2	➤ Enterprise located within the district area of jurisdiction
Points for Corporate Social Investment (CSI) or Social Labour Plan proposition	5	➤ Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality: • Community development grounded on the principles of empowerment, social justice, collective action to mention but a few. ➤ These undertakings shall form part of the service level agreements SLA and be managed as such.
Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	3	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

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

❖ TECHNICAL EVALUATION CRITERIA

- All bidders are required to respond to the evaluation criteria measurements. Only Bidders that have met the Pre-Qualification Criteria will be evaluated for pricing.
- Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 70 points in order to proceed to price evaluations. A bidder who scores less than 70 points on the technical evaluation will be disqualified.

TECHNICAL EVALUATION CRITERIA

No	Evaluation Criteria	Evidence Required	Points allocation	Scoring Criteria	Points
1	Relevant landfill site experience	Appointment letters, Completion certificates and reference letters for each project above R10 million. Reference Letters should be stamped and signed by the referee and include the referee's contact details.	25	Five and above licensed landfill facility projects above R10 million submitted	25
				Three licensed landfill facility projects above R10 million submitted	15
				Two licensed landfill facility projects above R10 million submitted	10
				No relevant project submitted (e.g projects below R10 million)	0

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2	Plant and equipment availability	Plant, Vehicle (less than 6 years old), and equipment schedule; attach proof of ownership, including the referee's contact details, lease, and availability in the name of the Company or its Directors. Attach (Natis Document and roadworthiness certificate) for each Plant or Vehicle	25	All 5 Required Plant and Material 1x26-ton Landfill Compactor, 1x25-ton Dozer (D7 or Similar) 1x15-ton Track Excavator, 1x10-ton Tipper Truck 1x5, 000L Tanker with Sprinkler for dust suppression. With all required support documentation	25
				Any required plant/equipment item missing OR No plant and equipment proof submitted without all supporting documentation	0
3	Key personnel capacity, qualifications and EAPASA registration	Personnel schedule with CVs, certified qualifications and relevant registration where applicable	15	Landfill Site Manager: Master's in civil engineering, registered with the Relevant Authorised Personing Council of South Africa (ECSA) or any relevant professional body, with 3 years' experience in Landfill Management OR Master's in environmental science/environmental management, with professional registration as an Environmental Practitioner/Scientist with SACNASP and EAPASA, or with any other relevant professional body, and 3 years' experience in landfill site operations and management	15
				Landfill Site Manager: Degree in Civil Relevant Authorised Personing, registered with the Relevant Authorised Personing Council of South Africa (ECSA) or any relevant professional body, with 3 years' experience in Landfill Management OR Degree in Environmental Science/ Environmental Management with Professional registration as an Environmental Practitioner/Scientist registered with SACNASP and EAPASA or any other relevant professional body with 3 years' experience in landfill site operations/management	10
4	Health, safety and environmental compliance	CV, relevant occupational health and safety qualification/certificate, proof of experience, and professional body registration.	10	Health and Safety Officer submitted with relevant OHS qualification/certificate, 3 or more years' relevant experience in landfill, waste facility, construction, plant operations or similar high-risk environment, and proof of registration with Saioosh, SACPCMP or other recognised OHS professional body	10
				Health and Safety Officer submitted with relevant OHS qualification/certificate, 2 years' relevant experience in landfill, waste facility, construction, plant operations or similar high-risk environment, and proof of registration with Saioosh, SACPCMP or	5

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				other recognised OHS professional body	
5	Plant Operator (Landfill Compactor and Excavator)	CV, relevant Operation Certificate, and proof of experience,	10	Plant Operator (Landfill Compactor and Excavator) with Operation Certificate, and 5 years experience,	10
				Plant Operator (Landfill Compactor and Excavator) with Operation Certificate, and 4 years experience,	5
				Plant Operator (Landfill Compactor and Excavator) with Operation Certificate, and 3 years experience,	3
				Plant Operator (Landfill Compactor and Excavator) with No Operation Certificate, and any experience, or Non Submission of stated documents	0
6	Reporting capacity	One sample monthly report submitted for landfill compliance at a previously managed Landfill	5	Report template includes waste quantities (disposed and recovered), plant use, landfill maintenance, incidents, complaints and corrective actions.	5
				Report template includes at least 5 of the required reporting items	3
				Report template includes less than 5 of the required reporting items	0
7	Local Office / Accessibility and Capacity (5 points)	Proof of physical business address; Organogram or staffing structure; Description of support capacity	5	Office within the district with dedicated municipal law team and capacity for urgent matters	5
				Office within the Province with dedicated municipal law team and capacity for urgent matters	3
				Office outside the province with dedicated municipal law team and capacity for urgent matters	1
8	Financial Capacity	Bank rating Letter	5	Rating A-B	5
				Rating C	3
				Rating D and everything below	0
	Total		100		

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DECLARATION WITH REGARD TO COMPANY/FIRM

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

.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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

1. GENERAL DIRECTIVES

1.1. Formal contracts

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

1.2. Expenses

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

1.3. Briefing Notes

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

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

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

1.5. Site inspections and explanatory meetings

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

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

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

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

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

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

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

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

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2.2. Documents to be used

- 2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.
- 2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.
- 2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.
- 2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

- 3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;
- 3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;
- 3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

- 4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.
- 4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.
- 4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

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

6. Opening of tenders/bids

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

7. Validity periods

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

8. Tender/bid prices and delivery periods

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

3. CONSIDERATION OF TENDER/BIDS

- 3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.
- 3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.
- 3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:
- General Information supplied by the bidder
 - Compliance with bid requirements
 - Pricing
 - Technical Evaluation
 - Preferential Procurement points
- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.

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3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.

3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].

3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,

3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,

3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots

1.1. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

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

4.2 Legal and regulatory framework

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

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

4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

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

4.4 Declaration of interest

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

4.5 Reservation of rights

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

4.6. Queries relating to the bid

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

The person and address stated in the bid documentation

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

4.7. Information to be provided by bidders

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

4.8. Independent submission

By submitting a bid, each bidder certifies that –

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

4.9. Sole property of Nkomazi Local Municipality

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

4.10. Confidentiality

- 4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver

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by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.

- 4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.
- 4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

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CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

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**CONTRACT FORM - PURCHASE OF GOODS/SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as
accept your bid under reference numberdated.....for the supply of
goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the
delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1.	
	.
2.	
	.

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CONTRACT FORM - RENDERING OF SERVICES

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

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

- I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

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NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	
WITNESSES	
.....	
.....	
DATE:.....	

BID NO:	NKO 14/2026	INITIALS	
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CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services indicated
hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty)
days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

WITNESSES

.....

.....

DATE:.....

OFFICIAL STAMP

BID NO:	NKO 14/2026	INITIALS	
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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

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- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

BID NO:	NKO 14/2026	INITIALS	
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1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at:

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

Signature Tender/Bid no.....

Capacity

Duly authorised to sign on behalf of

.....

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LETTER OF TENDER (FORM OF OFFER)	T9
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The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

CONTRACT NO: NKO14/2026 REQUEST FOR A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF THE STEENBOK LANDFILL SITE IN ACCORDANCE WITH THE CLASS B LANDFILL SITE LICENSE AND OTHER WASTE MANAGEMENT LAW REQUIREMENTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS (36 MONTHS)

BID NO: NKO14/ 2026

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
12/06/2026	21/07/2026	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to **OPERATE AND MAINTAIN THE STEENBOK LANDFILL SITE IN ACCORDANCE WITH THE CLASS B LANDFILL SITE LICENSE AND OTHER WASTE MANAGEMENT LAW REQUIREMENTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS (36 MONTHS)** conformity with the above-said documents and addenda, for the sum of -

.....
.....

(R..... *) * Excluding VAT

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

- I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
- I/We undertake to complete and deliver the whole of the Project comprised in this contract within 36 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
- In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
- If my/our tender is accepted, I/we undertake -

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

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6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THE DAY OF IN THE YEAR OF

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

BID NO:	NKO 14/2026	INITIALS	
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PRE-QUALIFICATION / ELIGIBILITY CRITERIA

Tenderers will be required to have a specified level of experience to be eligible to tender. Failure to comply with the pre-qualification/eligibility criteria will result in the tenderer being non-responsive.

Tenders shall be evaluated in terms of the Infrastructure Procurement and Delivery Management Policy	Tenderers may claim preference points in terms of the 80/20 principle per their B-BBEE status level of contribution
For all procurement expected to exceed R10 million (all applicable taxes included)	Financial statements will be required for the last 3 years
CIDB Registration Required	Anticipated 6CE or Higher
Company Experience Required (with traceable references)	Two projects similar in nature with a value exceeding R 10m completed in the past five (5) years
Contract Manager (Site Agent) Experience Required	Three projects similar in nature with a value exceeding R 10 m completed in the past five (5) years
Escalation will be allowed	Escalation will only be allowed as from year 2, as per the schedule of rates

PLANT

All plant used on the Site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution (must not promote and cause environmental pollution). All plant used must be roadworthy; proof of certificates must be provided. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown, the Contractor shall be capable of calling upon such backup plant within six hours, as necessary, to ensure that the proper operation and maintenance of the Site are not jeopardised.

As noted in Clause 8.4 of the Conditions of Contract, the Contractor shall submit with his/her tender, a description of his/her proposed plant complement (for respective waste categories to be managed and successful completion of the waste management), as well as a description of his/her back-up or breakdown and workshop facilities. No plant may be removed from Site without written permission from the Relevant Authorised Person.

OPERATION AND MAINTENANCE**Sources of Waste**

The Steenbok Landfill Site has been developed to serve as a regional facility for solid waste generated in the Nkomazi Local Municipality, although other local authorities may also become users of the site in the long term.

Authorisation to use the site

The disposal of waste at the Steenbok Landfill Site will be restricted only by virtue of the type of waste that is allowed in terms of the permit. The Steenbok Landfill Site is a GMB⁺ site and can only accept General waste. Nkomazi Local Municipality is at liberty to liaise with the Department of Environmental Affairs and Development Planning and other organs of state to obtain permission on certain waste disposal requirements.

PREAMBLE TO SCHEDULE OF QUANTITIES**SCHEDULE OF QUANTITIES AND RATES**

BID NO:	NKO 14/2026	INITIALS	
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PREAMBLE

1 GENERAL

The Conditions of Tender, the Conditions of Contract, the Specifications and the Drawings are to be read in conjunction with the Schedule of Quantities and Rates.

The Tenderer is advised to check the number of pages and, should any be found to be missing or in duplicate or the figures or writing indistinct or this Schedule of Quantities contain any obvious errors, the Tenderer must inform the Relevant Authorised Person at once and have the same rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it in writing, from the Relevant Authorised Person. No claims for extras arising from any such doubt or obscurity will be admitted after submission of the Tender.

The Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Relevant Authorised Person is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.

2 QUANTITIES

The quantity of waste to be disposed of at the Site is estimated for a one- year period as given in the Project Specification, but can vary depending on the disposal strategy adopted by the Municipality. The prospective Contractor must submit rates for all items in the schedule. The Contractor will be required to handle whatever quantity of waste is received from day to day. The Contractor's monthly payments will be computed from the fixed costs added to the actual quantities of waste handled.

3 PRICES AND RATES

It is deemed that provision for head office overheads, consumable stores, profit, etc as well as all labour, material and plant costs, is made in the priced items of the measured schedule following the preliminary schedule and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.

The sum and unit prices to be inserted in the Schedule of Quantities are to be fully inclusive value of the work described under the several items, including all costs and expenses which may be required in and for the construction of the work described, together with all general risk, liabilities and obligations set forth or implied in the documents on which the tender is based.

All unit prices shall be quoted net and be exclusive of Value Added Tax. Provision is made in the summary page for the addition of Value Added Tax to the total of the various sections comprising the Schedule of Quantities.

Rates that are considered to be unduly high will be reason for the rejection of a tender.

4 ALL ITEMS TO BE PRICED

All unit prices, extensions and totals must be entered in BLACK INK.

A sum or unit price is to be entered against each item in the Schedule of Quantities, whether quantities are stated or not. The price of items against which no price is entered will be considered to be zero and covered by other prices or rates in the schedule.

Where any discrepancy exists between the unit price and the extended total against any item, the unit price will be held fixed and the discrepancy will be adjusted by altering the total amount filled in against such item and, consequently, the total tender sum.

5 PROVISIONAL SUM

A provisional sum is to be allowed for additional work or materials specifically ordered by the Relevant Authorised Person

SECTION 1 A: OPERATION AND MAINTENANCE OF STEENBOK LANDFILL SITE

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (R)	YEAR 1 AMOUNT (R)	YEAR 2 AMOUNT (R)	YEAR 3 AMOUNT (R)	TOTAL AMOUNT (R)
1.1		OPERATION AND MAINTENANCE Operation and Maintenance of site	Month	36					
TOTAL FOR SECTION 1 CARRIED FORWARD TO SUMMARY									

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SECTION 2: SUMS STATED PROVISIONALLY BY ENGINEER

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (R)	YEAR 1 AMOUNT (R)	YEAR 2 AMOUNT (R)	YEAR 3 AMOUNT (R)	TOTAL AMOUNT (R)
2.1		Supply and erect signboards	Sum	..	1				..
									..
									..
TOTAL FOR SECTION 2 CARRIED FORWARD TO SUMMARY									

SECTION 3 SUMMARY

SECTION	DESCRIPTION	AMOUNT (R)
1	OPERATION AND MAINTENANCE	R
2	SUMS STATED PROVISIONALLY BY ENGINEER	R
	NETT TOTAL OF TENDER	R
	TENDER AMOUNT	R
	ALLOWANCE FOR VAT AT 15%	R
	TOTAL TENDER SUM	R

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DATA SHEET NO 1

SITE INSPECTION CERTIFICATE

This is to certify that I, _____ as authorised

representative of _____

have visited and inspected the site of the operation on the _____ and have satisfied myself with regards to all conditions and other factors which may affect my tender.

Signature of Tenderer's Representative

Signature of Relevant Authorised Person

Date

Signature of Tenderer

Date

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DATA SHEET NO 2
SCHEDULE OF EXPERIENCE

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work and result in Tender being disregarded.

[illegible]

DATE _____

SIGNATURE OF TENDERER

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DATA SHEET NO 3**SCHEDULE OF WORK CAPACITY**

The Tenderer shall submit, with his Tender, the following particulars. Failure to do so, will result in Tender being disregarded.

a) Key Personnel and skilled artisans in employ. State respective categories and total numbers.

CATEGORY	NAME

b) Unskilled employees in employ. State respective categories and total numbers.

CATEGORY	NAME

c) Security personnel

CATEGORY	NAME

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d) Full particulars of machinery, plant and workshops (state whether owned or leased):
(Please indicate different plant for respective waste types)
(Registration and roadworthiness certificates must be attached; if not will be regarded as non-responsive)

ITEM OF MACHINERY OR PLANT (DESCRIPTION)	OWNED OR LEASED

d) Is the Contractor a member of the Institute of Waste Management (IWM)?
(Will be regarded as added advantage)

(Delete that which is not applicable)

If so, list the company and any staff with IWM registration numbers below:

[illegible]

Signature: Date:

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DATA SHEET NO 4

SCHEDULE OF COMMITMENTS

The Tenderer shall furnish the following particulars of commitments in which he/she is presently engaged.

EMPLOYER (Name, tel no. and fax no.)	CONSULTING ENGINEER (Name, tel no. and fax no.)	NATURE, LOCATION AND DURATION OF WORK	VALUE OF WORK

Signature: _____

Date: _____

BID NO:	NKO 14/2026	INITIALS	
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DATA SHEET NO 5

PARTICULARS RELATING TO CONTRACTOR

Tenderers shall submit with their tenders the following information:

1 The full First Names and Surnames of their partners and/or directors and their domiciles and addresses.

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

2 The names and addresses of their representative in the Republic of South Africa.

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

3 The names and addresses of the local agents, firms, or representatives who are interested in any manner whatsoever in the tender.

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

4 In the case of a tender being submitted on behalf of a Company, assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorized thereto by resolution of the Directors or under the articles of the Company. Give reference of authority.

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

DATE _____

SIGNATURE OF TENDERER

BID NO:	NKO 14/2026	INITIALS	
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DATA SHEET NO 6

SCHEDULE OF DATA

The Tenderer shall furnish the following particulars.

a) General Compaction Density

Tenderers are to state what general compacted density (after placement and compaction in the landfill) they are able to achieve with the plant to be employed on the Contract.

Compaction density of waste (excluding cover and builder's rubble) _____ kg/m³

Operating weight of Compactor _____ (tons)

Signature: _____ Date: _____

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METHOD STATEMENT

This Method Statement will become a working document for the successful Contractor. (It is advisable to present document on separate sheet (WORD typed) format).

[illegible]

DATA SHEET NO 8

SCHEDULE OF PROPOSED SUB-CONTRACTORS

Tenderers shall set out in the Schedule hereunder the details of any Sub-contractors other than plant hire firms, they propose to use on the Works.

[illegible]

DATE _____

SIGNATURE OF TENDERER

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DATA SHEET NO 9

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN _____ (HEREINAFTER
CALLED THE "EMPLOYER") AND _____

(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, _____, representing

_____, as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.: _____

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at _____ on the _____ day of _____ 20 _____

Witness

Mandatory

Signed at _____ on the _____ day of _____ 20 _____

Witness

for and on behalf of

BID NO:	NKO 14/2026	INITIALS	
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SECTION 4.5: SCHEDULE OF WORK EXPERIENCE

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken. This information is deemed to be material to the award of the contract.

COMPLETED CONTRACTS / WORK			
EMPLOYER (Name, Tell No. & Fax No.)	NATURE OF WORK	VALUE OF WORK R(M)	DATE COMPLETED

CURRENT CONTRACTS / WORK			
EMPLOYER (Name, Tell No. & Fax No.)	NATURE OF WORK	VALUE OF WORK R(M)	DATE COMPLETED

Number of sheets, appended by the Tenderer to this Schedule..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

BID NO:	NKO 14/2026	INITIALS	
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Annexure A

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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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