

ABAQULUSI MUNICIPALITY



**PROVISION OF OPERATION AND MAINTENANCE OF THE
VRYHEID LANDFILL SITE FOR THE PERIOD OF 36 MONTHS.**

TENDER NO : 8/2/1/521

NAME OF TENDERER	
TENDER AMOUNT	
POSTAL ADDRESS	
PHYSICAL ADDRESS	
EMAIL ADDRESS	
CSD NUMBER	

**MUNICIPAL MANAGER
Abaqulusi Municipality
PO Box 57
VRYHEID
3100**

INVITATION TO BID

YOU ARE HEREBY INVITED TO SUBMIT YOUR TENDER FOR THE PROVISION OF OPERATION AND MAINTENANCE OF VRYHEID LANDFILL SITE FOR THE PERIOD OF 36 MONTHS WITH TENDER NUMBER: 8/2/1/521

BID NUMBER: 8/2/1/521

CLOSING DATE: 23 AUGUST 2024

CLOSING TIME: 12H00

DESCRIPTION: PROVISION OF OPERATION AND MAINTENANCE OF VRYHEID LANDFILL SITE FOR THE PERIOD OF 36 MONTHS.

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

BID DOCUMENTS MAY BE POSTED TO:

**AbaQulusi Municipality
Corner of high and Mark street
Vryheid 3100**

OR

DEPOSITED IN THE BID BOX SITUATED AT **CORNER OF HIGH STREET AND MARK STREET**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CODE.....NUMBER.....

CELLPHONE NUMBER:

FACSIMILE NUMBER:..... CODE NUMBER.....

E-MAIL ADDRESS:.....

VAT REGISTRATION NUMBER:.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....

DATE:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

TOTAL BID PRICE:

TOTAL NUMBER OF ITEMS OFFERED:.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: AbaQulusi

Department: Supply Chain Management

Contact Person: Ms Sizo Thungo

Tel: 034 9822133 Ext 2277

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: ZD Gumbi

Tel: 034 9822 133 Ext.

Fax: 034 9821939

INVITATION FOR TENDER

TENDER NUMBER: 8/2/1/521
PUBLISHED DATE: 25/07/2024
DEPARTMENT: ENVIRONMENTAL

PROVISION OF OPERATION AND MAINTENANCE OF VRYHEID LANDFILL SITE FOR THE PERIOD OF 36 MONTHS

The Abaqulusi Municipality is hereby inviting prospective service providers to submit bids for provision of operation and maintenance of Vryheid Landfill site for the period of 36 months as per specification attached in the tender document.

Bids documents will be self-downloaded from E-tender Portal (www.e-tenders.gov.za) as from the **25 JULY 2024**.

Sealed Bid documents marked with the relevant "**Bid Name and Bid Number**" must be deposited in the Bid box at the Abaqulusi Local Municipality offices no later than 12:00 pm on **23 August 2024**, where after all Bids will be opened to the public. Telegraphic, faxed and late tenders will not be accepted and the Municipality shall not be held responsible for any couriered and posted document.

CONDITIONS:

- ❖ No awards will be made to a person, who is not registered on the Central Supplier Data base
- ❖ No awards will be made to a person, who is in the service of the state
- ❖ No awards will be made to a person, if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state, and / or
- ❖ No awards will be made to a person, who is an advisor or consultant contracted with the Municipality or municipal entity
- ❖ Fill in all the Municipal Bidding Documents (MBD'S) failure to do so will automatically disqualify.
- ❖ Fully Completed all the MBD'S on the tender document
- ❖ Fully completed tender document (bidder will be disqualified for incomplete document)
- ❖ Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website (www.abaqulusi.gov.za) and submit them with your bid document.
- ❖ Late bids will not be accepted,
- ❖ This tender will be valid for a period of 90 days after the closing date
- ❖ This tender must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ Failure to comply with these conditions will result in immediate disqualification of the bid.

The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accept the lowest bid or ward a contract to the bidder scoring the highest number of points.

MINIMUM REQUIREMENTS

The following documents have to be attached:

- ❖ Central Supplier Data base registration report (Detailed) to claim special goals
- ❖ Valid copy of company registration document
- ❖ IF above R10m, an audited three-year AFS must be provided
- ❖ SARS PIN or Tax Clearance certificate must be submitted
- ❖ Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- ❖ Relevant experience with reference letter must be provided

- ❖ A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted not older than three months or lease agreement
- ❖ Certified copies of identity documents of directors and owners of the company must be submitted

For more SCM enquiries please contact Supply Chain Management office at scm@abaqulusi.gov.za.

No bids will be accepted from a person in the service of the state and whose Tax Matters are non-compliant

The Abaqulusi Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

SP DLAMINI
MUNICIPAL MANAGER

NOTICE NO: 28/2024.

To be advertised on newspaper, e-tender portal, municipal website and notice boards

SPECIFICATION FOR OPERATION AND MAINTENANCE OF VRYHEID LANDFILL SITE

INTRODUCTION

The AbaQulusi Local Municipality herewith invites bidders for Provision for operation and maintenance of Vryheid Waste Landfill site. The period of appointment will be for a period of 36 months. Bids from suitable service providers will be evaluated according to the set criteria as set out in this document. The purpose of the contract is to procure the services of an Operator with requisite experience in waste disposal by landfill. The Operator will be required to perform, amongst others, the following duties per landfill site:

Operations and maintenance of the Landfill Sites including the provision and supply of landfill plant & equipment to execute the operations on a daily basis:

- a) Access and traffic Control
- b) Spreading and compaction of deposited waste to the required densities at the require slopes
- c) Daily covering sufficient to isolate the waste from the environment
- d) Limited compositing, spreading of compost on landfill slopes
- e) Maintenance of a wet weather cells to accommodate one week's waste
- f) Dust and odour management
- g) Leachate Management;
- h) Routine and continuous maintenance of plant, equipment and facilities
- i) On-going capping of the site including shaping of side slopes to the required gradient
- j) All operations to be in line with conditions stipulated in the Minimum requirements of waste Disposal by landfill.
- k) Construction and maintenance of fire breaks
- l) Management and dealing with the recyclers and Scavengers

DESCRIPTION OF THE SERVICES REQUIRED

SCOPE

This specification covers the requirements for the operation and maintenance of the Vryheid Waste landfill site. It gives a general description of the site and the facilities available and covers the day-to-day requirements for receiving, depositing, spreading, compacting and covering waste and the maintenance of the facilities on the site to ensure an effective operation in accordance with the conditions of the operating waste license issued therefore (as per the license).

DETAILS OF THE SITE

a) General description

In general, the work included in this Contract is the operation and maintenance of compacted waste cells and all infrastructures within Vryheid Landfill site for the contract period. The appointed service provider must comply with all conditions in the landfill permit. Access to the site will be given to the contractor to be appointed under this Contract for the operation and maintenance of the landfill site to be used for the disposal of solid and non-hazardous wastes (also referred to as General Waste).

This facility will mainly receive waste from the AbaQulusi Local Municipality area as well as private industries or businesses. During the contract period it may happen that the facility will also serve other local authorities. The waste will be transported onto site by the relevant local authorities as well as by the general public and private contractors.

b) Description of site and access

The Vryheid landfill site is situated on the industrial area in ward 8, Vryheid.

The landfill site occupies an area of about 20 ha and comprises of the following infrastructure:

- 1.8 m high palisade;
- access road;
- site entrance boards;
- guard room;
- currently weighbridge and weighbridge control room not operational;
- site manager office;
- ablutions;
- no municipal power supply;
- internal site roads;
- no recycling shed (waste sorting) area;
- currently leachate collection dam not operational.

c) Site facilities available

The following facilities will be made available on the site for use by the contractor at no cost:

- Permanent Buildings
- Gate Control House
- Site Office: Provision for landfill site office
- Ablution facilities No proper male and female ablution with showers, toilets and hand basins

d) Temporary buildings

- The contractor will be entitled, subject to the municipality's approval and to erect additional temporary or permanent buildings on the site such as plant shelters, should these be required by him. The contractor shall demolish and remove the buildings or structures at

his/her own cost and return the site in the condition it was prior to such buildings or structures being erected

e) Infrastructure enclosure

- The Contractor will be entitled to erect secondary fencing around the above-mentioned infrastructure. This fencing would be intended to provide additional security for overnight parking of the contractor's vehicles and plant used in the operation of the site. The Contractor may also elect to erect high mast lighting in this area in order to provide improved security.
- The contractor may erect or install overhead fuel storage tanks, in a bunded wall area to be agreed with the Municipality, subject to it meeting the safety and fire requirements stipulated in the AbaQulusi Municipality by-laws. The servicing and maintenance of the contractor's vehicles and plant shall be carried out within the contractors shed and uncontrolled oil spillage will not be permitted.

f) Access roads

- The main access, internal road, parking area in front of the office block, as well as the road to the waste disposal facility is surfaced with gravel.

NB: Contractor must keep the access Road areas clean at all times.

g) Wheel wash

- No wheel wash is provided.

h) Access control gates

- Manually operated security gates and is provided at the incoming road and outgoing road adjacent to the guardhouse and are used to control the movement of vehicles during normal operating hours. After hours the entrance is closed.

i) Security

- The landfill site and infrastructure are fenced with a 1.8m high wire fence. The contractor is required to keep the fences and all other internal fences in good order and to repair any damage caused to it. The Municipality will provide Security guards at the Landfill site.

j) Water supply

- Provision of water is done through a water tanker and one water storage tank stationed near landfill site main gate. Borehole is available, but need to be resuscitated to provide for underground monitoring only.

l) Electricity supply

- There is currently no electricity supply on the landfill site.

m) Housing of employees

- No facilities are available and the contractor will not be permitted to house any of his/her employees on the site.

n) Office Administration

- The Contractor shall provide equipment's such as computer, printers, camera, filing cabinets and stationery necessary for day-to-day operation of the site.

Occupational Health and Safety Plan

In terms of the provisions of the Occupational Health and Safety Act, Act no. 85 of 1993, as amended at the date hereof hereinafter referred to as the act, the Operator shall:

- a) Keep itself apprised of the amendments of the ACT such that it will be compliant at all times.
- b) The Operator as an employer in its own right and in its capacity as Operator for the execution of the Works, shall have certain obligations and arrangements as per the ACT to ensure compliance by the Operator with the provision of the ACT.
- c) The Operator shall ensure that workers deployed on the project have received accredited training in the health and safety relevant to the work to be performed on the project.
- d) Keep records of all relevant training given to Operator's workers in each of the workers' file.
- e) Item (c) and (d) above will also apply to the Waste Pickers where there are approved Waste Pickers on the project.

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. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown occurring, the contractor shall be capable of calling upon such back-up plant within 12 hours as is necessary to ensure that the proper operation and maintenance of the site is not placed in jeopardy. The turnaround time for tires repairs is 4 hours. The contractor shall keep at site at least two spare tires at any given time.

As a minimum, the Contractor shall be required to provide the following plant for dedicated use on the site at wet rate:

- i) 30-ton landfill compactor.
- ii) TLB
- iii) 10 cubes Tipper truck
- iv) Water Tanker 10 000 liters.

***THE MUNICIPALITY RESERVES THE RIGHT TO WITHDRAW ANY MACHINERY IT DEEMS NON OPERATIONAL OR MECHANICALLY UNFIT**

OPERATION AND MAINTENANCE

a) Source of waste

- The Vryheid landfill site is a municipal facility for the AbaQulusi Local Municipality, although some other industries, private waste removal companies and resident from the surrounding area will also make use of the site.

b) Other sources

- Should it be to the employer's benefit, the contractor may dispose of waste at the site that originates from sources other than those indicated in Clause (a) above. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the contractor's responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the site. In addition, should this position change, the contractor will be obliged to inform the employer thereof within 14 days of any such change. Any obvious abuse of this entitlement will result in the immediate cancellation thereof.

c) Waste quantities

- Quantities of waste disposed by the municipality, general public and private contractors is estimated at 3000 to 10000 per month for all waste categories. The employer shall not be bound to these quantities. Because of unpredictable growth taking place, however, the actual quantities may vary considerably from the estimated quantities. Furthermore, the AbaQulusi Local Municipality reserves the right to vary its waste disposal strategy, which will affect the waste quantities involved. The contractor will be responsible for measuring the monthly mass in accordance with Clause (e) below.

d) Waste types

The site is permitted as a general landfill site (Classification B) and, subject to the exceptions indicated below, the contractor will be required to handle all, non-hazardous incoming wastes including:

- domestic waste
- garden waste
- clean soil & builder's rubble
- non-hazardous dry industrial waste
- commercial waste
- bulky waste
- polymeric waste
- dead animals
- spoilt foodstuffs destined for safe disposal

No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site. In the interests of environmental protection and complying with the site waste

license requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The vehicle owner, and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from the waste disposal facility. The contractor shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.

A container for public disposal of small quantities of domestic hazardous waste must be provided. The operating contractor will be responsible for the management of this facility, as well as for the safe disposal thereof and related cost.

e) Charges for disposal

- The schedule of rates for disposal of waste is approved by the Municipality and is announced annually to coincide with their financial year. The contractor will be responsible to maintain the notice board with the applicable tariffs erected. No cash is handled on site and all users of the waste disposal facility, except private residents disposing of waste loads up to 1 000 kg, will receive monthly invoices from the Municipality. The contractor shall on a monthly basis submit report to the Municipality for purpose of issuing invoices.

f) Private vehicles from commercial or business sources.

- (Account holders) These users will be required to open an account with the AbaQulusi Local Municipality's Financial Manager. The latter will furnish the Contractor with details of private users, which have a valid account as and when the accounts are opened. All businesses will be charged regardless of the waste tonnages disposed.

g) Private residents

- Residents who deliver their waste in private vehicles or trailers, having a payload not exceeding 1 000 kg, will not be charged. Should the waste exceed this weight, the vehicle owner will need to open an account and be billed for the full load. The employer reserves the right to revise the conditions pertaining to this benefit at any stage of the contract.

OPERATING HOURS

The contractor will be responsible for operating the site every day, including Saturdays, Sundays and Public Holidays with the exception of Christmas day and New Year's Day. Unless otherwise negotiated, operating times for each day shall be as follows:

- Mon to Fri: Open to public from 08:00 to 16:00
- Site operation from 07:00 to 17:00
- Sat and Sun & Public Holidays: Open to public from 08:00 to 13:00

Site operation from 07:00 to 14:00

- In no case should the operation continue later than 17:00 unless otherwise requested by the employer.

- Should it, however, be established that the above is unsuitable, then with the approval of the employer, the working hours may be altered accordingly and recorded in writing and on the notice board by the contractor.

USE OF SITE AFTER HOURS

As a result of shift work, which includes after hours' waste collection, waste may be disposed of by such local authorities until 22:00 but only by special arrangement. The operating contractor will not be expected to compact and cover the limited number of loads that will be disposed of after hours. All other waste is however to be compacted and covered by the end of each working day. For any waste loads other than those referred to above, prior arrangements and the employer approval will be required for the site to be opened outside of the stated operating hours.

CONTRACTORS SITE ESTABLISHMENT

The contractor will have stated in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilized 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 written application has been made to and written permission received from the municipality. The contractor shall ensure that the employer is, at all times, in possession of an up-to-date register of all staff, workmen, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded in a serious light.

RESPONSIBLE PERSONNEL AT THE GATE

The responsibilities of these personnel shall inter alia include:

- access control according to specified guidelines
- identification and diversion of potentially hazardous waste loads

As a minimum requirement, the contractor must deliver proof that the two persons have attended a special course dealing specifically with the identification of potentially hazardous waste and have been trained to manage hazardous waste and correct account information supplied by the customer.

SITE SUPERVISOR

The contractor shall provide a full-time site supervisor to manage the site with at least 1-year experience on a category B class site. The experience and qualifications of the supervisor shall comply with the "Minimum Requirements for Waste Disposal by Landfill, 1998", as issued by the Department of Forestry, Fisheries and

Environment.

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

PREFERENCE TO USERS

The contractor must at all time show equal respect and considerations to all site users and under no circumstances may he/she treat any user preferentially. This Clause has particular reference to the use of the site by vehicles belonging to a company or enterprise in which the contractor may have a direct or indirect interest.

LANDFILL MANAGEMENT FORUM

During the execution of the contract, the contractor, the employer, and other operators shall meet at approximately monthly intervals, arrangements for the O&M Landfill Management Committee (LMC) meeting being made by the /employer. The contractor shall ensure that a member of his/her staff, who is sufficiently senior to be able to make operating decisions and commitments, as well as being familiar with the operation of the disposal site, is always in attendance at these meetings.

The meetings will be held to discuss all and any matters relating to the operation of the site, and to up-date and review the overall plan of operation. Decisions made, recorded and agreed upon at these meetings will be binding on the parties. Periodic (initially monthly) site inspections or audits will be undertaken by the employer. During this exercise a specially designed pro-forma audit checklist will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the municipality and the contractor. These inspections may or may not be conducted in conjunction with the contractor at the monthly meetings. The frequency of meetings and audits will be increased if operational standards are not acceptable. At the discretion of the employer, such periodic site inspections can later be undertaken quarterly.

SALVAGE RIGHTS

Sorting or recovery of other recyclable waste will only be done by an already appointed recycling company under a controlled condition at the recycling yard area. The contractor will be responsible for recyclers.

OPERATION OF THE SITE

The contractor shall operate the landfill in accordance with the landfill permit and other agreements over and above the license condition agreed to between the contractor and the municipality

The operation of the site by the contractor will involve the following major functions:

- access to the site and access control
- Waste generation reports
- maintenance of access roads and controlling of traffic within the site

- waste deposition and compaction
- provision and placement of cover material
- control of nuisances
- provision and maintenance of fire breaks
- construction and maintenance of site drainage
- leachate control, pumping of all sumps (leachate and sub-soil) and leachate dams
- record keeping
- general maintenance of grass and groundwater monitoring boreholes
- repair and or replace any damaged infrastructure

The principles regarding the above are discussed below, with a view to providing the prospective contractor with a clear concept of what is expected of him/her.

a. Access to the site and access control

The Contractor shall be responsible for keeping the entrance to the site via the main access road in a clean and neat state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the site entrance (particularly during wet weather) and the picking up of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily. The section of road to be cleaned stretches from the entrance of the site to 700m. Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads permitted in accordance with the permit conditions and the “Minimum Requirements for Waste Disposal by Landfill, 1998”, will be allowed on site. Records of all vehicles entering the sit shall be maintained at all times.

b. Maintenance of access roads and controlling of traffic within the site

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site 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.
- sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

The road along the perimeter of the fence must be maintained, at all times, for maintenance and security patrol purposes. Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.

c. Waste deposition and compaction

Waste deposition will be conducted in adherence with the proven sanitary landfill principles (as per “Minimum Requirements for Waste Disposal by Landfill, 1998”) of spreading, compacting and daily covering of waste. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction.

Waste shall be deposited at the toe of the disposal area and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of a landfill compactor per layer of waste to a density of at least 750kg/m³

In order to maximize compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.

Cover material shall be deposited above the disposal area at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day. At the end of an operating day all waste must be contained within the disposal area. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilized for an extended period of time, shall be placed at a thickness of 300 mm. Builder’s rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer/engineer.

The finished cover surface shall have a minimum slope of 3% and a maximum slope of 5% and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place. In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each disposal area.

➤ Maneuvering space at working face

Space must be available at the working face to enable vehicles to maneuver and reverse without causing excessive congestion. A disposal area width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

➤ Animal carcasses

Animal carcasses are to be disposed of at the toe of the working face. The carcass must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material. The contractor shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc.

Notwithstanding the above, stricter regulations may be enforced by the Environmental Health unit within Ba-Phalaborwa Municipality.

➤ **Spoilt foodstuff / Liquor / Beverages**

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff/liquor must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0,75m of waste and cover material. Extreme care should be taken that none of these foods/liquor/beverages are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned. Allowance for safe disposal, by appointment, shall be seven days a week.

➤ **Bulky waste**

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

➤ **Wet weather**

Vehicles may become stuck in the mud when 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 available for continuing the operation in the extreme situation where the access roads are impassable. A wet weather cell on the main disposal site shall be kept available which has a surface of course well drained material, such as builder's rubble or coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one week's waste during adverse weather conditions must be maintained.

➤ **Vehicles stuck on site**

The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or tow bars, and he/she 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 held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty should vehicles be pushed out

d. Provision and placement of cover

Suitable sources of cover material include:

- Material excavated from existing and future disposal cells, which has been stockpiled. A free haul of 500 m will apply under normal circumstances for the cover material to be transported from the excavation area to the disposal area.
- Building rubble, ash, soil and other inert material suitable for covering the waste may be delivered to the site. This material is also to be utilized for constructing, maintaining and repairing of the site roads and berms within the site; Sufficient material for cell building and refuse covering on a daily basis should be ensured by the contractor. Furthermore, a strategically placed stockpile of cover material, sufficient for three working days' operation, should always be maintained.

e. Control of nuisances

The contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisances such as:

- Odour - by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere. Also, by spraying odour control chemicals as and when required.
- Dust – dust suppression by means of watering.
- Flies and rodents - by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate 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 the operations to the prescribed hours.
- Windblown litter - by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area. Adequate litter pickers should be deployed for litter picking on a daily basis.
- No scavenging shall be allowed on the working face.

f. Construction and maintenance of site drainage and leachate control

The contractor shall prevent undue contact between waste and storm-water, so as to minimize the volume of contaminated run-off and leachate formed. Two drainage systems are accordingly, required to be operated and maintained during the course of the contract; one for clean storm-water and uncontaminated run-off from the rehabilitated areas, and the other for contaminated storm-water and leachate extracted from the waste body which must be pumped/drained into a containment pond.

Uncontaminated storm-water:

A system of berms and cut-off drains is constructed around the perimeter of the site to prevent clean water from entering the working area. The object of the drainage system is to divert clean storm-water run-off around one or both sides of the waste body. Once portions of the landfill have been rehabilitated, such runoff will be classified as unpolluted. The continued extension and maintenance of this system by the contractor to keep it free-draining, is required throughout the contract and the contractor is required to state in his/her action plan, the methods he/she proposes to use in this regard.

Contaminated water:

Run-off from the Site which has been in contact with the waste body collected in a drainage channel immediately adjacent to the landfill, which discharges into the evaporation control dam constructed for the purpose. The quality of this water is to be monitored by the contractor and the water shall only be discharged, if acceptable, on instruction of the Responsible Person, or used for dust suppression on the lined portion of the site by the operator. All water that has been in contact with waste will be considered to be contaminated, as well as any water with which it comes into contact. The contractor will be required to contain such water in the evaporation pond (from where it will be allowed to evaporate or be used for dust suppression on site) and prevent it from polluting uncontaminated water from areas outside the waste disposal area.

Should water be accumulating in this area, it is to be pumped from the excavations as soon as possible to prevent water from infiltrating the lower parts of the adjacent, previously disposed of, waste body.

Leachate:

The contractor will need to monitor the localized leachate collection. The pumping equipment must be maintained and regularly serviced by the contractor. Provision and operation of adequate back-up portable pump systems when pumps are serviced will be for the Contractors cost. All other pumping equipment required is to be supplied by the contractor as part of the equipment for operating and maintaining the site. Throughout the operation of the landfill, the primary objective should be to reduce the formation of leachate, with the secondary objective being to manage leachate formed, in an environmentally sound manner. The evaporation/ leachate collection dam should at all times have a freeboard of 500mm. A fire break perimeter of at least 4m should be maintained to protect the layers/liners installed. Leachate and pumping log book, indicating frequency and volumes pumped.

RECORD KEEPING

The Operator shall submit plans for recordkeeping and reporting system. The plan shall amongst others require the Operator to keep and maintain manual and electronic records of the following

- a) Permits/licenses/certificates of compliance applicable to the site
- b) Plant deployed on site on daily basis/equipment operation and maintenance statistics
- c) Log books for all plant, Equipment and Personal deployed on site/daily log of activities.
- d) Assets register for Office furniture and equipment for site use
- e) Incident and accidents log book.
- f) Occupational health and safety meetings minutes.
- g) Jobs created
- h) Skills transfer program.
- i) Diesel consumption.
- j) Planned Maintenance Program.

- k) Strategic stock control registers.
- l) Service and maintenance records for Plant and equipment.
- m) Waste volumes and Waste analysis results.
- n) Location of waste placement, including a map.
- o) Inventory of cover material used during the month
- p) Environmental monitoring data and results.
- q) Occupational safety records, including safety training, surveys, personnel requirements etc.

REPORTING

The Operator shall be responsible for ensuring that:

- a) All personnel at the site know the procedures for reporting accidents, injuries, fires and other unusual occurrences on site.
- b) Incident reporting instructions are regularly updated to ensure that latest Telephone numbers for ambulance; doctor, hospital, fire department; law enforcement and spill response are readily available as and when required.
- c) Where an incident occurs on site, the Operator will ensure that the incident is recorded and reported, to relevant authorities and law enforcement agencies within a prescribed timeframe stipulated in the operating permit.
- d) Where an injury has occurred, the Operator shall ensure that the injured are provided with life-saving first aid assistance, treatment for minor cases and in more severe cases the injured must be taken to nearest hospital.
- e) Monthly reports are compiled and submitted to the Municipality.

HEALTH AND SAFETY PROCEDURES

The Operator shall:

- a) Ensure that workers deployed at the landfill sites continuously receive refresher safety training courses.
- b) Records of such courses must be kept.
- c) Keep the record of all the relevant training given to the worker's file. Waste Management Services Department or delegated official reserves the right to inspect training records for workers deployed to Waste Management Services Department.

MONTHLY MEETINGS

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

- a) Operator s Performance.
- b) Compliance with OHS Act.
- c) Payments.
- d) Penalties.
- e) Incidents.
- f) Breakdowns.

- g) Plant Availability.
- h) Complaints and compliments

GENERAL MAINTENANCE AT GROUNDWATER MONITORING BOREHOLES

The existing monitoring boreholes installed on site shall be adequately marked (painted yellow) at least once per annum. All grass, within a 3m radius, around the boreholes will be cut on a regular basis. Bi-annually testing of water to be performed by the service provider.

MAINTENANCE OF THE SITE

The contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. Should it at any stage be evident that a large repair has resulted because the contractor did not take action at an earlier stage, and that the contractor has no good reason for not having taken earlier action, 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 his/her own initiative and without first being instructed to do so by the employer. Included in the maintenance of the site are:

a) Scattered waste

The keeping of the site and its surrounds neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation. This must be performed daily. Areas of particular importance are:

- the access road to the landfill and road reserve portions described in Section 5.14(a)
- the entrance and surrounding area
- the public disposal facility
- all site roads
- the area surrounding the working face
- the perimeter fence

b. Buildings

The contractor shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- painting of all buildings and structures (once per annum) using quality approved paint products;
- upkeep and maintenance of gardens and landscaped areas including regular watering (twice per week) of all trees on site;
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas;

- maintenance of all wooden doors

On termination of the contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Employer.

c) Berms and storm-water drainage channels

The contractor shall be responsible for keeping all berms and storm-water channels in good condition and blockage free, so that they will adequately perform their intended function. Silt accumulating in the stormwater drains shall be removed on a regular basis. Where required, temporary berms and storm-water drainage channels shall be provided by the contractor to ensure the safe and sound operation of the waste disposal site. Such berms and channels are only to be constructed after consultation with the engineer/employer, in order to ensure that it will not interfere with the long-term development plan for the site.

d) Fences, gates and access control boom

The contractor shall keep the fences and gates of both the perimeter and infrastructure area in good order and shall repair any damage caused to them. All bushes and trees that grow on the line of the security fence are to be removed and the roots killed.

e) Completed areas

The contractor shall be responsible for the watering of all trees and shrubs planted until such time as they are, in the opinion of the municipality, well enough established not to require further watering. Any erosion furrows and subsidence's which form on intermediate or finally covered disposal areas shall be filled in and re-grassed where applicable.

f) Servitudes

The keeping of all servitudes neat and clean by the removal of all khaki-boss, weeds, blue-gum trees along the fence, windblown litter etc.

g) Fire breaks

h) Fire Extinguishers

The contractor shall provide and service all fire extinguishers as per requirement of the chief fire fighter of the AbaQulusi Local Municipality.

“SITE RULES FOR THE VRYHEID LANDFILL SITE”

WASTE LICENSE: GMB- FOR DISPOSAL OF GENERAL AND NON-HAZARDOUS WASTES

This landfill site is operated under contract to the AbaQulusi Local Municipality and right of admission is reserved. Violation of site protocol may lead to temporary or permanent expulsion from the waste disposal facility, together with possible prosecution, depending on the nature and / or frequency of the default.

- Only general, dry, non-hazardous wastes may be disposed of on this facility.

- The contractor is legally bound to operate the site strictly according to the operational contract and instructions from the operating contractor's personnel must be adhered to.
- The landfill site and all its facilities are used at the user's own risk.
- All drums and containers will be inspected prior to disposal at the workplace. No sealed containers will be accepted on site.
- Empty containers displaying hazard or warning decals/sticker will not be permitted on this facility.
- Waste is only to be disposed of within the demarcated area or in the designated containers indicated by the operating contractor's personnel. Site users are responsible for off-loading their vehicles and must provide adequate labor and equipment.
- Persons with LDV's or cars making use of the public disposal facility will be required to offload waste in demarcated containers indicated by the site operator.
- No reclamation / scavenging will be allowed at the landfill workplace, or at the public disposal containers.
- Scavenging by vehicle drivers and / or their assistants will lead to blacklisting of their vehicles.
- No open fires or the burning of waste is allowed on the site.
- Speed limits must not be exceeded and traffic rules must be adhered to.
- Road signs must be obeyed.
- Open or partially open trucks or containers must be covered with properly installed nets.
- Children are not allowed to enter the site, unless accompanied by an adult. Neither are they allowed to leave in vehicles in areas other than the public disposal area, and also only whilst under adult supervision.
- No vehicles may exceed the legal payloads or have waste stacked in areas not designed to carry waste.
- Vehicle's load mass must be verified whilst still on site.
- Visitors must adhere to all security arrangements on site and users of the facility are not allowed to bring firearms into the security area.
- An administration penalty will be levied if incorrect or misleading information is provided by vehicle drivers.
- No cash transactions will be handled on site."

Bidder evaluation criteria for functionality	functionality Weight	Scores	Points allocations
Project Implementation Plan and Methodology (attached plan), the following plans must form part of the submission, Operational Plan, Occupational Health and Safety Plan, Emergency Preparedness Plan and Waste Pickers Management Plan	20	The project detailed plan that meets the project objectives or requirements, that is clear. The under-mentioned are reference to above. • Excellent: Significantly above requirements • Good: Above	20 15

		requirements • Inadequate: Below requirements • Poor: Significantly below requirements	10 0
Proof of Equipment availability to be attached: 1 X Landfill compactor 1X Tipper truck, 1 X TLB and 1 x water tanker Attach proof of ownership. NB: 50% of points will be allocated for plant hired or leased	20	• 1 x compactor • 1 x tipper truck • 1 x TLB • 1 x water tanker	5 5 5 5
Profile of key staff applicable to the execution of the project Site supervisor with Environmental science/ health or Equivalent.) Attach CV and certified copies of qualifications /certificates)	20	• Degree and above • Diploma. • Certificate.	20 10 05
Previous and current experience Attach Appointment letters signed by the Accounting Officer indicating the value of the project.	30	• 6 and above projects of the Total consolidated value of R40 million and above • 4- 5 projects of the Total consolidated value of R30 million and above • 1- 3 projects total consolidated value of R20 million and above	30 20 10
Financial standing / Ability to execute the project Bidder's stamped bank(financial) rating		Rating • A-B • C • D • E • F-H	10 7 5 3 0
		100	Total

BILL OF QUANTITY

NO	DESCRIPTION	AMOUNT
1	OPERATION AND MAINTENANCE OF VRYHEID LANDFILL SITE OVER THE PERIOD OF 36 MONTHS	
SUBTOTAL FOR FIRST YEAR		
ESCALATION FOR YEAR 2		
SUBTOTAL FOR SECOND YEAR		
ESCALATION FOR THIRD YEAR		
SUBTOTAL FOR THIRD YEAR		
ALL TAXES		
GRAND TOTAL FOR THREE YEARS		

PENALTIES

The following penalties will be levied from the contractor:

Item	Description	Penalty
1	Failure to start operating at 08 h00, and/or work stoppage	R1000,00 for a shift/shift or part thereof.
2	Failure to cover the operating cell over 24 hours due to equipment failure.	R2000,00 per day/shift
3	Workers working without safety clothing throughout the shift.	R200,00 for each worker
4	Failure to reach average compaction density of 1.5 tons/m ³ as per the contract document	R10 000,00 for each discrepancy of 1 Ton/m ³ . Penalty to be calculated pro rata.
5	Failure to keep complete records.	R500,00 per document
6	Non-compliance to plant, equipment and operational conditions	R10 000,00 per condition per month after 24 Hours in a given month

The criteria is 80/20 where 80 is for price and 20 for Special Goals.

The minimum score for functionality will be 70%, bidders who score below 70% will not be considered for further evaluation.

EVALUATION PROCESS AND CRITERIA

- CV and Certified copies of qualifications
- CIDB grading 6CE
- Consolidated grading 6CE (For both companies) in case of JV agreement
- Proof of age of plant (owned or leased) i.e. (registration papers)
- Appointment letter(s) or from the landfill owner
- The bidders are required to submit their audited annual financial statements- (aa) for the past three years; or (bb) since their establishment if established during the past three years
- Proof of registration with institute of waste Management South Africa for the company
- Proof of registration with institute of waste management of South Africa for the Directors.
- Provide Copy of the latest CSD summary report
- All pages of the bid document initialed and signed where required
- Completed and signed declaration forms attached to the bid document
- Signed J/V agreement submitted (Where applicable)
- Submission of municipal rates and taxes statement of account which not older than six (6) months for company and the directors or Signed Valid lease agreement for service providers who are renting or leasing offices
- The bidder to provide the liability insurance of R 5 000 000.00
- SARS Pin
- BBBEE Certificate / sworn affidavit
- Consolidated BBBEE Certificate for J/V
- Power of attorney where applicable
- Sign and initial all pages of the documents

Failure to submit the above within the stated days will render your bid non-responsive.

NB. All documents to be certified

NB. All machinery must not be older than 10 years.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....

Bid Number.....

Closing Time

Closing Date

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

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO.
**(ALL APPLICABLE TAXES INCLUDED)			

- Required by:

- At:.....

- Brand and Model:.....

- Country of Origin:

- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s):.....

- Period required for delivery:.....

*Delivery: Firm/Not firm

- Delivery basis:.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

MBD4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 Vat Registration Number:.....

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

3.8 Are you presently in the service of the state?

YES/ NO

3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

YES/ NO

3.9.1 If yes, furnish particulars.....

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

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 the state?

YES / NO

3.12.1 If yes, furnish particulars.

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

YES / NO

3.13.1 If yes, furnish particulars

.....
3.14 Do you or any of the directors, trustee, 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.

YES / NO

3.14.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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 To be completed by the organ of state:

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 The organ of state 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 the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals	20	
Previously disadvantaged individuals	20	

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 as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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 as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

C1.1. Form of Offer and Acceptance (Contract Form)

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)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Abaqulusi Municipality..... 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.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Schedule of Returnable Documents, and by submitting this offer has accepted the conditions of tender.

By the representative of the tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, within _____ days of the commencement date.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... RAND (in words);

R(in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tendered before the end of the period of validity stated in the Tender Data, whereupon the Tendered becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;

- Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)
2. 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.
 3. 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 fulfilment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorised to sign this contract.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

PART 2 (TO BE FILLED IN BY THE PURCHASER)

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tendered upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

Error! Reference source not found. - CORNER MARK AND HIGH STREET,
--

VRYHEID

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.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Position

.....
Date

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.

1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.

1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.

1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.

1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.

1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.

1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.11 **“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.

1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.

1.15 **“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.

1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.17 **“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.

1.18 **“Day”** means calendar day.

1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.

1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

1.21 **“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.

1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

1.23 **“Dumping”** occurs when a private enterprise abroad markets 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.

1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

1.25 **“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.

1.26 **“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.

1.27 **“GCC”** means the General Conditions of Contract.

1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -

1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or

1.29.2 who is a female; and/or

1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI.

1.30 **“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.

1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

1.33 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.34 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.35 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.36 **“Parliament”** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.

1.37 **“Person”** includes reference to a juristic person.

1.38 **“Project site”** where applicable, means the place indicated in bidding documents.

1.39 **“Purchaser”** means the organization purchasing the goods.

1.40 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.

1.41 **“Republic”** or **“RSA”** means the Republic of South Africa.

1.42 **“RFP”** means Request for Proposal.

1.43 **“RFT”** means Request for Tender.

- 1.44 **“RFQ”** means Request for Quotation.
- 1.45 **“SCC”** means the Special Conditions of Contract.
- 1.46 **“Secretary”** means the Secretary to Parliament.
- 1.47 **“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.
- 1.48 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 **“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.

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 as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

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 Parliament or an organisation acting on behalf of Parliament.

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 contract 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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, Parliament 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 (SARS).

33. Ownership and Copyright

33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in Parliament.

33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Secretary are owned exclusively by Parliament.

DECLARATION

I, THE UNDERSIGNED

(NAME).....

CERTIFY THAT THE I HAVE READ AND UNDERSTAND THE INFORMATION ABOVE. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Position

.....
Name of bidder

.....
Date

