



**CLUSTER**  
**TRADING SERVICES**

**UNIT**  
**CLEANSING AND SOLID WASTE**

**DEPARTMENT**  
**Cleansing and Solid Waste**

**PROCUREMENT DOCUMENT**  
**GOODS / SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Tender No:** **WS-7808**

**Title:** **PROVISION OF DAY AND NIGHT STREET CLEANING SERVICES IN DURBAN WARWICK TRIANGLE (Berea Part, Market Area and Greyville Part) FOR A PERIOD OF 36 MONTHS – WARDS 28**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** **There will be no clarification meeting.**

Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 12 September 2024. Email questions and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 19 September 2024.

**Queries can be addressed to:** **Winile Sokhela; Tel: 031-311-8839; eMail: [winile.sokhela@durban.gov.za](mailto:winile.sokhela@durban.gov.za)**

**General / Contractual:** **Nomcebo Kuzwayo; Tel: 031-311-8954; eMail: [nomcebo.kuzwayo@durban.gov.za](mailto:nomcebo.kuzwayo@durban.gov.za)**

**Technical:** **Siphiwe Makhanya; Tel: 031-311-8343; eMail: [Siphiwe.Makhanya@durban.gov.za](mailto:Siphiwe.Makhanya@durban.gov.za)**

**DELIVERY OF TENDERS**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

**Closing Date:** **Friday, 27 September 2024**

**Time:** **11:00am**

**FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:** **ETHEKWINI MUNICIPALITY**

**Acting Head:** **Cleansing and Solid Waste**

**Issued:** **August 2024**

**Document Version:** **24/02/2023**

**NAME OF TENDERER:** .....

**Tender Price: R** .....

**VAT Registered: YES / NO**  
(circle applicable)

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**PROCUREMENT DOCUMENT (Goods / Services)****INDEX**

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**SECTION 1: GENERAL INFORMATION**

<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY</b>
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TENDER No.: **WS-7808**DESCRIPTION: **PROVISION OF DAY AND NIGHT STREET CLEANING SERVICES IN DURBAN WARWICK TRIANGLE (Berea Part, Market Area and Greyville Part) FOR A PERIOD OF 36 MONTHS – WARDS 28**CLOSING DATE / TIME: **Friday, 27 September 2024 at 11:00am**

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website ( <https://www.etenders.gov.za/> ), or
- the eThekwini Municipality's website ( <https://www.durban.gov.za/pages/business/procurement> ).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website:

<https://ethekwinivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

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

**NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**  
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer: .....

Postal Address: .....

Street Address: .....

E-Mail Address: .....

Telephone Number:


-


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Cell phone Number:

Facsimile Number:

**Circle Applicable**Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- If YES insert** your PR Number: .....

**PR** .....Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- If YES, insert** your MAAA Number: .....

**MAAA** .....

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- If YES insert** Vat Registration Number: .....

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

**Are you the accredited representative** in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: .....

Date: .....

Name / Surname: ..... (in block capitals)

Capacity under which this tender is signed: .....

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**SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)**

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**SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

## STANDARD CONDITIONS OF TENDER (Goods / Services)

### 1. DEFINITIONS

#### General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
  - “Closing time”
  - “Contract”
  - “Contract Price”
  - “Corrupt practice”
  - “Countervailing duties”
  - “Country of origin”
  - “Day”
  - “Delivery”
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  - “Dumping”
  - “Force majeure”
  - “Fraudulent practice”
  - “GCC”
  - “Goods”
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  - “Local content”
  - “Manufacture”
  - “Order”
  - “Project site”
  - “Purchaser”
  - “Republic”
  - “SCC”
  - “Services”
  - “Supplier”
  - “Tort”
  - “Turnkey”
  - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
  - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
  - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
  - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

### 2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

#### Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

### 3. TENDER INFORMATION

#### (1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

#### (2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

#### (3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

#### (4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

**(5) Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

**(6) Tender Validity and Withdrawal of Tenders**

*Tenders* must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

**4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.  
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

**(5) Municipal Bidding Documents (which includes):**

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.  
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
  - (i) Who is in the service of the state;
  - (ii) 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; or
  - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.  
Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.  
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

**(5) Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
  - State the name of the person(s);
  - State recognised trading name; and
  - State whether an owner, co-owner, proprietor, etc.

**(b) Signing of Official Tender Form**

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

**(c) Authority of Signatory**

*Bidders* are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

**(d) Differences or Discrepancies**

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

**(6) Any additional Schedules, Forms, or Certificates as stated in the SCT.****5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

*Bidders* are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

**6. SAMPLES**

*Bidders* may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

**7. MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

*Bidders* who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

**8. CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

**9. PRICING**

*Bidders* would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

**(1) Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

**(2) Unit Prices**

*Bidders* shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.

**(3) Firm Tenders**

*Bidders* may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

**(4) Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

**10. ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

**11. DELIVERY, RISK, PACKAGES, ETC**

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

**12. RATES OF EXCHANGE**

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
  - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

**13. IMPORT PERMITS**

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

**14. EVALUATION PROCESS**

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

**Details of additional evaluation criteria, if applicable, are stated in the *SCT*.**

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points ( $T_{EV}$ ) in accordance with the following formula:  
 $T_{EV} = N_{FO} + N_P$  where:  $N_{FO}$  : is the number of evaluation points awarded for the financial offer; and  $N_P$  : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

**(1) Evaluation points awarded for the financial offer:**

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

**INCOME-GENERATING CONTRACTS**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

**GOODS and SERVICES**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **Pmax** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **Pmin** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **Pt** is the comparative offer of the *tender* offer under consideration.

**(2) Evaluation points awarded for preference:**

The **Specific Goals** for Preference Points are specified in the *SCT*.

**15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS****(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

**(2) Communication, Councillors and Officials**

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

**16. NEGOTIATIONS WITH PREFERRED BIDDERS**

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
  - Does not allow any preferred *Tenderer* a second or unfair opportunity;
  - Is not to the detriment of any other *Tenderer* ; and
  - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

**17. CANCELLATION OF TENDER PROCESS**

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

**18. ACCEPTANCE OF BID**

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer* (s) shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
  - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
  - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
  - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

**19. PAYMENT and FACTORING**

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

**20. APPEALS**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;  
eMail: Simone.Pillay@durban.gov.za.

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## **SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

### **3.1 SPECIAL CONDITIONS OF TENDER (SCT)**

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

#### **SCT 3(1) TENDER INFORMATION: General**

The tender document comprises of 75 pages, 1 map and 4 pages of the Occupational Health and Safety's 37.2 Agreement and Covid 19.

#### **SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation**

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
  - ( <https://www.etenders.gov.za/> ), or
- the eThekweni Municipality's website
  - ( <https://www.durban.gov.za/pages/business/procurement> ).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

#### **SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender**

General and Contractual Queries are to be directed to:

**Nomcebo Kuzwayo; Tel: 031-311-8954; eMail: [nomcebo.kuzwayo@durban.gov.za](mailto:nomcebo.kuzwayo@durban.gov.za)**

**Nomcebo Kuzwayo; Tel: 031-311-8954; eMail: [nomcebo.kuzwayo@durban.gov.za](mailto:nomcebo.kuzwayo@durban.gov.za)**

Technical Queries are to be directed to:

**Siphiwe Makhanya; Tel: 031-311-8343; eMail: [Siphiwe.Makhanya@durban.gov.za](mailto:Siphiwe.Makhanya@durban.gov.za)**

#### **SCT 3(4) TENDER INFORMATION: Briefing Session**

**There will be no clarification meeting.**

#### **SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number WS., are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 27 September 2024** at **11:00am**.

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**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [selfservice@durban.gov.za](mailto:selfservice@durban.gov.za)

**SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders**

Tenders must hold good for 120 days following the date on which tenders are opened.

**SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

The additional returnable schedules, forms, which can be found in Section 10, are:

- Latest three (3) consecutive Annual Financial Statements
- Reference Letter(s) for services rendered (current and/or previous awarded projects)
- Personnel Curriculum Vitae
- Vehicles Logbooks and/or Vehicle Hire Documentation

**SCT 14 EVALUATION PROCESS**

**14.1 Price and Preference**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE (Specific Goals)** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **90/10** specific points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 4.1.

**14.2 Preference Point System and Specific Goals**

**The definitions as per the SCM Policy are applicable.**

Specific Goals Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

**Ownership Goal**

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 50%		
Ownership Categories	Criteria	90/10
Gender: Female	>0% and <51%	2
	≥51% and <100%	3
	100%	5
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>		

**RDP Goal: The promotion of South African owned enterprises**

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 50%	
Location	90/10
Not in South Africa	0
South Africa	2
KZN	3
ETM	5
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> <li>• CSD report</li> </ul>	

**SCT 14 EVALUATION PROCESS**

With reference to Clause 14 of the Standard Conditions of Tender, the Tenderer's attention is drawn to the fact that the procedure for evaluation of responsive Tender Offers will only be in accordance with the eThekweni Municipality's current SCM Policy.

**(1) MANDATORY REQUIREMENTS**

In pricing for general workers, Bidders are required to comply with the prescribed minimum wage for general workers and number of employees specified in the tender document (Refer to ACC22 & ACC23). The prevailing minimum wage per hour is **R29.12 (as at 01 March 2024)** for Contract Cleaning Sector as gazetted by National Minimum Wage Act No.9 of 2018. Bidders who do not comply with this mandatory requirement will be disqualified from further evaluation.

**(2) FUNCTIONALITY CRITERIA**

Functionality will be used as a threshold. Tender offers that fail to score the minimum number of evaluation points for Functionality will be rejected as non-responsive.

Only bidders who score a minimum of 70 points, from the submissions as stated in SCT14(3) and functionality schedule in page 16, will proceed to be considered for price and preference.

(3) **EVALUATION CRITERIA**

The evaluation criteria for measuring Functionality are:

(i) Tenderer's Experience:

- (a) It is essential that Tenderers submit reference(s) issued by Client for work/projects awarded, in progress or completed. Such reference must be in a letterhead and signed by the authorised Client's representative.

The reference(s) must be issued in a legal Client's letterhead. They must comprise of the authorised project/contract number and full description, detail of work in a similar nature undertaken, project value and project period undertaken (start date and completion date).

- (b) Failure to submit a reference and/or without project description and/or project period (full start and end date) and/or project value will result to no scoring in tenderer experience criteria.
- (c) For ease of reference, Tenderers are required to complete the Schedule of Experience by Tenderer on page 17 listing projects/work as per the attached documentation in SCT14(3)(i)(a) above.

(ii) Key Personnel's Experience:

- (a) It is essential that Tenderers submit curriculum vitae (CV) for each key personnel experience in previous and/or current employment. It must contain detailed job description and duration of employment (full start and end date).
- (b) Failure to submit the curriculum vitae will result to no scoring in key personnel experience criteria.
- (c) For ease of reference, Tenderers are required to complete the Schedule of Experience by Key Personnel on page 18 listing personnel as per the attached documentation in SCT14(3)(ii)(a) above. The Tenderer's attention is drawn to page 18 for a guide to prepare CVs.

(iii) Transportation and Waste Disposal:

- (a) It is essential that Tenderers submit logbook(s) of the vehicles owned by the Tenderers and intending to utilise in this contract. Submission of vehicle registration receipts instead of logbooks will not be considered.
- (b) Where a tenderer intends to lease, a signed letter (not older than one month prior to close of tender) must be issued by a lessor or hiring company detailing the quantity, type and size of vehicle(s) which are similar to those detailed in Clause 8 of the Scope and Specification and Item 1.6.1 of the Bill of Quantities. The same signed letter must be accompanied by the lessor's logbooks confirming ownership. Reference must be made to Clause 8 of Section 7 (Scope and Specification of Required Work/Services) for the required vehicles.
- (c) Failure to submit any of the above will result to no scoring in vehicle criteria.
- (d) For ease of reference, Tenderers are required to complete the Schedule of Vehicles on page 18 listing vehicles as per their attached documentation in SCT14(3)(iii)(a) and/or SCT14(3)(iii)(b) above.

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- (iv) Tenderers must meet the minimum threshold of 70 percent or points for functionality evaluation criteria. Tender offers that fail to score the minimum number of evaluation points for quality will be deemed as non-responsive.
- (v) Evaluation will be based on meeting the minimum functionality threshold, procurement points.
- (vi) The Tenderer's attention is drawn to the fact that:
- ❖ Having had performed work of similar nature in the area you are now bidding for, does not imply that you will automatically be awarded a score or the contract without complying to SCT14(1)(2)(3) above.
  - ❖ No Tenderer will be awarded more than one tender in a batch of WS.7808 and WS.7809 tenders being advertised simultaneously. If tenderers are considered most responsive for multiple tenders, the recommendation for award across the above tenders will be based such that best value for money is obtained for the Municipality.
- (vii) The evaluation criteria for measuring functionality are:
- The minimum number of evaluation points for Functionality is 70%.
  - Scoring method : 0%, 40%, 70%, 90%, 100%
  - Scoring prompts : Refer to the next page.

<b>FUNCTIONALITY and Prompts for Judgement</b>				
<b>STAGE 1 (minimum threshold of 70 points)</b>				
<b>Evaluation Criteria</b>	<b>Evaluation Area</b>	<b>Breakdown of Evaluation Area</b>	<b>Points Allocation</b>	<b>Maximum Points</b>
<b>1. PREVIOUS AND CURRENT RELEVANT EXPERIENCE</b>	<b><u>Company's Relevant Experience:</u></b>  Previous completed and/or current experience in waste management (domestic/business, litterpicking, street cleaning, recycling and emptying of street litterbins) over the last 10 years as at the closed of tender. The experience must be listed in Schedule 3A with contactable references	No submission of supporting documentation	0	<b>50</b>
		Relevant experience in one or multiple completed contracts adding up 1 year to 2 years	20 <i>(40% of 50)</i>	
		Relevant experience in one or multiple completed contracts adding up to more than 2 years to 4 years	35 <i>(70% of 50)</i>	
		Relevant experience in one or multiple completed contracts adding up to more than 4 years to 6 years	45 <i>(90% of 50)</i>	
		Relevant experience in one or multiple completed contracts adding up to more than 6 years	50 <i>(100%)</i>	
	<b><u>Key Personnel's Relevant Experience:</u></b>  i) The Manager/Director (1x CV) ii) The Supervisor (1x CV)  Managerial (Manager/Director) and Operational (Supervisor) experience in waste management (domestic/business, litterpicking, street cleaning, recycling and emptying of street litterbins).  The experience must be listed in Schedule 3B with contactable references	No submission of CV or the submitted CV(s) have no relevant experience.	0	<b>20</b>
		The CV experience in one or multiple completed contracts is adding up to below 3 years as at the tender closing date.	4 <i>(40% of 20; 50% for 1 CV)</i>	
		The CV experience in one or multiple completed contracts is adding up to ≥3 years or ≤4 years as at the tender closing date.	7 <i>(70% of 20; 50% for 1 CV)</i>	
		The CV experience in one or multiple completed contracts is adding up to >4 years or ≤5 years as at the tender closing date.	9 <i>(90% of 20; 50% for 1 CV)</i>	
		The CV experience in one or multiple completed contracts is adding up to >5 years as at the tender closing date.	10 <i>(100% of 20; 50% for 1 CV)</i>	
<b>2. VEHICLES</b>	<b><u>Vehicle Requirements:</u></b> Tenderers to (Own/Lease/Purchase) the required number of vehicles. Tenderers to complete Schedule 3C and attach all required supporting documents with their tender submission. <i>(Where the age of vehicles to be provided differ, the average age of all required listed vehicles will be used for scoring with the formula: sum of age of all vehicles divided by number of vehicles. Vehicles older than 5 years will not be considered. NB: At the start of contract, no awarded supplier will be allowed to use any vehicle older than 5 years. Time lapsed from the date of tender to award shall be taken into consideration.)</i>	More than 60 months old vehicles, as at the tender closing date.	0	<b>30</b>
		49 months to 60 months old vehicles, as at the tender closing date.	12 <i>(40% of 30)</i>	
		37 months to 48 months old vehicles, as at the tender closing date.	21 <i>(40% of 30)</i>	
		25 months to 36 months old vehicles, as at the tender closing date.	27 <i>(90% of 30)</i>	
		0 to 24 months old vehicles, as at the tender closing date.	30 <i>(100%)</i>	
<b>TOTAL</b>			<b>100</b>	
<b>STAGE 2 (to obtain the most responsive bid)</b>				
Price: Tenderer's Offer				90
Preference: Empowerment Status				10
<b>TOTAL</b>				<b>100</b>

**SCHEDULE 3A: FUNCTIONALITY****SCHEDULE OF EXPERIENCE BY THE TENDERER**

The Tenderer shall list the projects awarded. These may either be in progress or completed.

References must be in the Client's letterhead and indicate the project start date, project end date, project description, project value and any other relevant information.

The listed project must be accompanied by the valid signed reference letter issued by the relevant Client. Such reference(s) must be issued in a legal Client's letterhead, comprise of the authorised project/contract number and full description, detail of work in a similar nature undertaken and its entire value and project period undertaken (start date and completion date). The reference letter(s) should be attached to this page or in Section 10.

CLIENT NAME	PROJECT DESCRIPTION	REFERENCE LETTER ATTACHED (YES / NO)	PROJECT VALUE

**FAILURE TO SUBMIT THE VALID REFERENCE WILL NOT SCORE FUNCTIONALITY**

**SIGNED ON BEHALF OF THE TENDERER:** .....

**SCHEDULE 3B: FUNCTIONALITY****SCHEDULE OF EXPERIENCE BY KEY PERSONNEL**

The Tenderer must submit two (2) curriculum vitae (CV) for the identified key personnel (manager and supervisor. The CVs for a manager and a supervisor, of not more than three (3) pages each, should be attached to this page or in Section 10. Each CV should be structured to comprise of the following heading:

<b>CV No.1 : MANAGER</b>	<b>CV No.2 : SUPERVISOR</b>
Personal particulars (including contact details)	Personal particulars
Qualifications	Qualifications
Skills	Skills
Name of current employer, employment period (start date), position held, outline the work requirements/duties performed of a similar nature to this tender, provide the start and completion date for each duty.	Name of current employer, employment period (start date), position held, outline the work requirements/duties performed of a similar nature to this tender, provide the start and completion date for each duty.
Name of previous employer(s), employment period (start and end date), position held, outline the work requirements/duties performed of a similar nature to this tender, provide the start and completion date for each duty.	Name of previous employer(s), employment period (start and end date), position held, outline the work requirements/duties performed of a similar nature to this tender, provide the start and completion date for each duty.

<b>NAME OF KEY PERSONNEL</b>	<b>NAME EMPLOYER AND EMPLOYMENT START &amp; END DATE</b>	<b>CURRIVULUM VITAE (YES / NO)</b>

**FAILURE TO SUBMIT THE CURRICULUM VITAE OR PROVIDE PERIOD LINKED TO DUTIES, WILL NOT SCORE FUNCTIONALITY**

**SIGNED ON BEHALF OF THE TENDERER:** .....

**SCHEDULE 3C: FUNCTIONALITY****SCHEDULE OF VEHICLES/PLANT TO BE USED**

The Tenderer must attach logbook(s) of vehicle(s) owned by the Tenderer or document to hire if intending so. The submission of vehicle documents should be attached to this page or in Section 10.

TYPE OF VEHICLE	MODEL	SIZE	REFERENCE DOCUMENT ATTACHED (YES / NO)	HIRING DOCUMENT ATTACHED (YES / NO)

**FAILURE TO SUBMIT WILL NOT SCORE FUNCTIONALITY CRITERIA NO.3**

**SIGNED ON BEHALF OF THE TENDERER:** .....

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### **3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)**

#### **ACT 1 ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

#### **ACT 2 ELIGIBILITY – BILL OF QUANTITIES AND BUDGET ANALYSIS**

- (i) The rates and prices tendered must be adequate to cover the cost of work, to sustain the contract, provide the reliable delivery of services for the duration of the contract.
- (ii) The bill of quantities / schedule of rates must be aligned to the balance of rates to ensure that the operational components of the project will be realised for the duration of 36 months.
- (iii) **Notwithstanding all the operational costs and senior staff costs, the Tenderer's attention is drawn to the fact that the sum of Items 1.3.2; 2.1 and 2.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities must cover the thirty-six (36) months general workers' insurance and wages. The items' sum will be taken into consideration in the evaluation of tenders in order to certify that Clause 1.3.2 (workers' insurance), Clause ACC22 (minimum wage) and Clause ACC23 (minimum number of employed workers) will be complied with by complying with the applicable legislative framework as well as sustaining the payment of general workers for a period of thirty-six months. Any tender whose total sum of Bill of Quantities' items, stated herein, is below the total of 36 months insurance and wages as per Clauses 1.3.2; ACC22 and ACC23 will be deemed unbalanced and regarded as non-responsive.**
- (iv) **Based on the outcome of risk assessment, any tender offer that is below the total sum of the three (3) items in the Bill of Quantities which are 1.3.2; 2.1 and 2.2 together with the sum allowed amount provided for in the Bill of Quantities 3.1 will be deemed unbalanced and regarded as non-responsive.**

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**SECTION 4: RETURNABLE TENDER DOCUMENTS**

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

**1) AUTHORITY OF SIGNATORY**

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

<b>COMPANY</b>		<b>CLOSE CORPORATION</b>		<b>PARTNERSHIP</b>		<b>JOINT VENTURE</b>		<b>SOLE PROPRIETOR</b>	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. **WS-7808** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

**Tenderers are to include, at the back of their tender submission document, a printout of the following documents:**

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

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**2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_



**4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT****Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

**Declaration by Tenderer**

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

**NAME (Block Capitals):****Date****SIGNATURE:**

**5(a) MBD 4: DECLARATION OF INTEREST**

**NOTES**  
 MSCM Regulations: "in the service of the state" means to be:  
 (a) a member of:  
     (i) any municipal council.  
     (ii) any provincial legislature.  
     (iii) the national Assembly or the national Council of provinces.  
 (b) a member of the board of directors of any municipal enterprise.  
 (c) an official of any municipality or municipal enterprise.  
 (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.  
 (f) an employee of Parliament or a provincial legislature.  
 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**.
  
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
  
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?	Circle Applicable		
	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		

If yes, furnish particulars:  
 .....  
 .....

3.9 Have you been in the service of the state for the past twelve months?	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		

If yes, furnish particulars:  
 .....  
 .....

<p>3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**  
**(ALL APPLICABLE TAXES INCLUDED)**

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars. ..... .....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. ..... .....		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. ..... .....		

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and, if required, that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

---

**5(c) MBD 6.1: PREFERENCE POINTS CLAIM**  
**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**

**1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **The applicable preference point system for this tender is the 90/10 preference point system.**

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** 90 (price) and 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

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

**2.0 DEFINITIONS**

2.1 “**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.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

$$\begin{array}{ccc}
 \textbf{80 / 20 Points System} & \textbf{OR} & \textbf{90 / 10 Points System} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends to use Regulation 3(2) of the Regulations, which states that it is unclear whether the 80/20 or 90/10 preference point system applies, the municipality must, in the tender documents, stipulate in the case of:
- 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
  - 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 municipality 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.

**Tenderers are to indicate their points claim for each of the Specific Goals.**

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b> Gender – Female	5	
<b>RDP Goal:</b> The promotion of South African owned enterprises.	5	
Should the municipality apply a combination of Specific Goals, the <b>points for the individual goals</b> will be weighted according to the <b>Goal Weightings</b> specified in the Tender Data to arrive at the final points for <b>Preferential Points for Specific Goals</b> .		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- The information furnished is true and correct.
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 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.

- 4) 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.

**NAME (Block Capitals):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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 audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....  
 .....

Circle Applicable	
YES	NO

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](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....  
 .....

YES	NO
-----	----

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?

4.3.1 If YES, provide particulars.

.....  
 .....

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 YES, provide 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
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.*

**NAME (Block Capitals):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION****NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 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**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (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 consortium<sup>3</sup> 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.
    - (f) bidding with the intention not to win the bid.
  
  8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## **SECTION 5: CONDITIONS OF CONTRACT**

### **GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)**

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

July 2010

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**1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee 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 goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards**

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

**5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

**6. Patent Rights**

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).

**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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).

**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](#).

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

**13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:
- (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](#), 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](#).
- 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](#) 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](#), 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](#).
- 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](#).

**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](#) or in the purchaser's request for bid validity extension, as the case may be.

**18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the [time schedule prescribed](#) by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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 goods are required, or the supplier's services are not readily available.

- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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:
- 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;
  - if the supplier fails to perform any other obligation(s) under the contract; or
  - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
  - the date of commencement of the restriction
  - the period of restriction; and
  - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful 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.

**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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of Contracts**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

**34. Amendment of contracts**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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## **SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT**

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

### SCC 1.2 **CONTRACT**

This contract will commence and terminate on occurrence of the following events respectively:

- within one month following the issue of letter of award.
- after 36 months, unless otherwise stated.

### SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

### SCC 11.1 **INSURANCE**

#### (i) Insurances for Public Liability / Third Party and Motor Vehicle

**Without limiting his obligations in terms of the Contract, the Supplier shall before commencement of the Service effect and maintain the following insurances covering the respective interests of the Supplier and the Council.**

- a) Third Party insurance in the amount of **R5 000 000** for any single claim,
- b) Motor Vehicle insurance covering the full value of all vehicles to be used on the Contract.
- c) The insurances shall be affected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to the approval by the Council, which approval shall not be unreasonably withheld.
- d) The Supplier shall produce to the Council, within a period of 20 working days from receipt of the Letter of acceptance, the policies by which the insurances are affected and proof of the payment of all premiums thereunder. During the duration of contract, the Supplier shall produce proof of the continuity of the policies within 10 working days following of a request by the Client.

**Should the Supplier fail to comply with this Clause, the Council shall have the right to terminate the contract.**

#### (ii) Workman's Compensation Insurance

The Supplier's workers and any Sub-Contractors and/or their respective employees must be covered in terms of the compensation for Occupational Injuries and Diseases Act No. 130 of 1993.

The Supplier must submit a certificate of good standing from the Commissioner and the Compensation Registration Number prior to commencement of the works and thereafter on an annual basis.

**Should the Supplier fail to comply with this Clause, the Council shall have the right to terminate the contract.**

### SCC 16.1 **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

## SCC 17 **PRICES**

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

$$(1-x) \left\{ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cF_t}{F_o} - 1 \right\}$$

in which the symbols have the following meanings:

"x" is the proportion of "Ac" which is not subject to adjustment. In this contract "x" shall have the value 0,15.

"a", "b", and "c" are the coefficients deemed to represent the proportionate value of the labour, plant and fuel, respectively. The arithmetical sum of the coefficients shall be unity.

The value of the coefficients in this contract shall be as follows:

a = .50  
b = .35  
c = .15

- "L" is the minimum hourly wage payable to labourers determined in Sectoral Determination 1: Contract Cleaning Sector's Area B and published by Government Gazette.
- "P" is the "Plant Index" and shall be the Index for "Plant and Equipment" as published by Statistics South Africa in Table 4 of PO151.1 of Contract Price Adjustment Provisions (CPAP).
- "F" is the "Fuel Index" and shall be the fuel index for "Coal and Petroleum Products - Diesel" as published by Statistics South Africa in Table 1 of PO142.1 of Contract Price Adjustment Provisions (CPAP).

The suffix "o" denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction which may be necessary when corrected indices become known shall be made by the Engineer in subsequent payment certificates.

For the purpose of calculating the adjustment to the value of the relevant certificates, the amount "Ac" shall be determined by the formula -

$$Ac = T - S - D - E - Ap$$

in which the symbols have the following meanings.

“T” shall be the total value of Preliminary and General items and work done as certified in the certificate under consideration before the deduction of any penalties and before any adjustments made in terms of this Schedule.

“S” shall be the aggregate of (i), (ii) and (iii) referred to below:

- (i) the amount actually expended and substituted for any P.C. amounts
- (ii) the value of any work done against provisional sums
- (iii) the value of any extra or additional work

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” shall be the value of work included in “T” done at new rates fixed in terms of Clause 6.1 of Section 7 (Scope and Specification of Required Work/Services) hereof, where those rates are not based on labour, plant or materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the base month of the indices, in which case work done at these rates shall not be included in the value of “D”.

“E” shall be the value of the penalties as determined in terms of Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

“Ap” shall be the sum of “Ac” amounts determined above for all certificates preceding in time the certificate under consideration.

#### **SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE**

The time schedule for the delivery of services is specified in Clause 14 of Section 7 (Scope and Specification of Required Work/Services).

#### **SCC 22.1 PENALTIES**

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) the amounts as prescribed in Clause 17 of Section 7 (Scope and Specification of Required Work/Services).

#### **SCC 23 TERMINATION FOR DEFAULT**

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

##### **(i) Occurrence in Default**

Should the appointed Supplier be issued a maximum of three (3) penalties within a period of six months which result to non-provision of service, the Council may seek authority from the relevant bodies to terminate the contract.

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**ADDITIONAL CONDITIONS OF CONTRACT**
**ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

**ACC2 SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

**ACC3 OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act:

**The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act.** The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

**ACC4 DAMAGE TO PERSONS AND PROPERTY**

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

**ACC5 ESTIMATED QUANTITIES**

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

**ACC6 SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary).

The office/depot shall be suitably and adequately equipped to enable the Contractor and/or the Permanent Site Manager to fulfil his/their obligations in accordance with the requirements of the Contract. The office must be situated in the contract area or within 10km radius from the contract area.

A provision for office costs must be made in Item 1.1 and Item 1.4 of the Bill of Quantities/Schedule of Rates/Activities.

**ACC7 CONTRACT PARTICIPATION GOAL (CPG)**

- (i) EThekwini municipality has, in the SCM policy, made accommodation for subcontracting to designated groups, where possible, which are defined as follows:
  - (a) SMME's which are at least 51% black owned.
- (ii) Should the offer of the awarded contract be equal to or exceed the amount of R30 000 000, it is a condition of contract that a minimum of 30% or more of the value of contract's scope of work must be sub-contracted the targeted groupings as per the SCM Policy.
- (iii) Should the offer of the awarded contract be below the amount of R30 000 000, it is a condition of contract that a minimum of 10% or more of the value of contract's scope of work must be sub-contracted the targeted groupings as per the SCM Policy.
- (iv) It must be noted that the number of Sub-Contractors to be appointed by the awarded Contractor will be determined by quantifying a monthly payment of R22 680.00 per each Sub-Contractor in ACC7 (ii) or (iii), above.
- (v) As per Clause ACC26, a yearly increase of five (5) percent will be applied until the expiry of the contract. The first yearly increase will be applied 12 months from the date of the close of tender.

**ACC8 EMPOWERMENT REQUIREMENT : CPG PENALTY**

Failure to meet the contract participation goal shall result in the application of penalties, at the discretion of the Employer, payable in Rands, equal to one and a half times the difference between the tendered and achieved participation goals multiplied by the Award Value and divided by one hundred.

**ACC9 LABOUR EMPLOYMENT**

All labour employed on the contract, except key personnel, must reside in the contract area.

**At least 50% of all operational staff working on this contract shall be woman and youth located within Wards 28 and 32.**

The Council shall have the right to terminate the Contract if it is found that the general labour other than the local labour is being used.

**ACC10 SUPPLIER'S MANAGER AND DSW'S REPRESENTATIVE****(i) Duties and Powers**

The Supplier's Manager is to administer the contract as agent of DSW in accordance with the provisions of the Contract. He shall therefore carry out such duties and functions as are required in terms of the Contract.

The Client shall appoint a representative to assist with quality control and evaluation of work done by the Supplier.

(ii) Supplier's Right to Refer to the DSW Management

If the Supplier is dissatisfied with any order or instructions by the DSW's Representative, he shall be entitled to refer the matter to the DSW management who shall either confirm, reverse, or vary such order or instruction.

ACC11 **BASIS OF CONTRACT**(i) Available Data

EThekwini Municipality shall make available to the Supplier, as part or by reference in the tender document, certain data relevant to the service, but the Supplier shall be responsible for his own interpretations thereof and deductions therefrom.

(ii) Supplier Deemed to have Inspected the Site

The Supplier shall be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender as to the following but not exclusively:

- a) The nature of the Contract area and its inhabitants and the condition of the streets and accesses,
- b) The nature and quantity of the wastes to be collected and services to be provided,
- c) The nature and position of the landfill site, and in general, shall be deemed to have obtained the information as to risks, contingencies and all other circumstances which may influence or affect his tender.

(iii) Supplier to Satisfy Himself as to the Correctness of his Tender

The Supplier shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the service and of the rates and prices stated in the priced Bill of Quantities / Schedule of Rates, which rates and prices shall collectively cover the full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper performance of the Service.

(iv) Extent of the Supplier's Obligation

The Supplier shall, save in so far as it is legally or physically impossible,

- a) Execute and perform the service and remedy any faults in accordance with the provisions of the Contract,
- b) Provide superintendence, labour, materials, plant, and facilities including all requisite transport and all other things, whether of a temporary or permanent nature, required for the performance of the service.

(v) Work to be in Accordance with the DSW's Instructions

The Supplier shall, in carrying out his aforesaid obligations, comply with DSW's instructions on any matter relating to the performance of the service.

The Supplier shall take instructions only from DSW official assigned to this contract.

(vi) Compliance with Applicable Laws

The Supplier shall, in the performance of the Contract, comply with all applicable laws and shall in particular, on request of the Manager, provide proof that he has complied with all laws relating to

- a) Wages and conditions of work, and

- b) Safety.
- c) Road Traffic Ordinance

(vii) Retention

The Supplier shall make provision for contract retention to a value of **R50 000** which amount shall be deducted by the Council from monies due to the Supplier on the issue of the first payment certificate due to the Supplier.

Upon completion of the Contract and the amount (excluding any interest accruing over the period of the Contract) shall be included upon payment of the final certificate.

**ACC12 CONTRACT SITE**

(i) Access to and Possession of the Site

The Council shall,

- a) On the Commencement Date, give right of access to site to the Supplier, and
- b) From time to time as the Service is performed, give to the Supplier access to such additional developments and disposal sites as may be required to enable the Supplier to proceed with the performance of the Service.

(ii) Use of Land

The Supplier shall not use the Site or land connected with the performance of the Service, or cut down trees or vegetation, for any purpose whatsoever other than for the proper performance of the Service and shall locate any facilities that may be required for the Contract in such areas as may be agreed with the Manager.

**ACC13 SUPPLIER'S GENERAL OBLIGATIONS**

(i) Pollution Prevention and Interference with Access

All operations necessary for the performance of the service shall, as far as compliance with the requirements of the Contract permits, be carried out so as not to cause unnecessary noise or pollution, or to interfere unnecessarily or improperly with the public services, or the access to, use and occupation of public or private roads and footpaths or properties, whether in possession of the Council or of any other person.

(ii) Traffic

The Supplier shall use every reasonable means to prevent congestion of or damage to any of the roads, bridges or accesses due to the waste collection vehicles or any other transport arrangements.

**ACC14 SUPPLIER'S EMPLOYEES**

(i) Engagement of Employees

The Supplier shall make his own arrangements for the engagement of all employees and for their payment, housing, feeding and transport and the Supplier hereby indemnifies the Council against any liability arising out of the Supplier's said arrangements with his Employees.

The Supplier shall comply with all Statutory Regulations regarding the employment of Labour and in particular "The Basic Conditions of Employment Act".

Should the Supplier fail to comply with this Clause, the Council shall have the right to terminate the Contract.

(ii) Care of Employees

The Supplier shall provide and maintain on the Site adequate and suitable sanitary and first aid services and a supply of potable water for his employees engaged on the Contract.

(iii) Information in Respect of Employees

The Supplier shall, if instructed by the Manager, deliver to the Manager information, in such form, and at such intervals as the Manager may prescribe, in respect of the Employees from time to time employed by the Supplier.

(iv) Motor Vehicle Driver

The Supplier shall ensure that all personnel in charge of a motor vehicle shall be in possession of a valid driver's licence and professional driving permit, if required, for such a vehicle in terms of the relevant Road Traffic Act.

The Supplier shall submit proof of compliance with this clause on demand by the Manager. The Supplier will not be permitted to operate a motor vehicle unless it is driven by a person in possession of a valid licence and permit applicable to that class of vehicle.

**ACC15 MATERIALS, PERFORMANCE AND PLANT**(i) Quality of Materials, Performance and Plant

All materials, performance and plant shall be of the respective kinds described in the Contract and in accordance with the Manager's instructions or, failing such description or instruction, of the respective kinds suitable for the purpose intended and shall, from time to time, be subjected to inspection by the Manager or such persons as the Manager may direct.

(ii) Inspection of Plant

The Supplier shall, at intervals required in the Specification and at such other intervals as the DSW Manager may require, submit all his/her Plant for inspection by the DSW Manager. All plant shall be in good working order and suitable for the purpose for which it has been intended.

Prior to the start of the Contract, the Supplier shall produce a valid license, and current Certificate of Roadworthiness for all vehicles to be used on the Contract. During the Contract the DSW Manager may (if he has reasonable cause) instruct the Supplier to have any vehicle re-checked for C.O.R. Failure to comply with the Managers instruction in this regard may result in the vehicle being ordered off the Contract, and if necessary, the enforcement of clause ACC15 (iv).

All vehicles shall be kept in a neat and presentable condition.

Failure to adhere to the conditions of this clause may result in the Supplier being penalised in terms of Clause 19 of Section 7 (Scope and Specification of Required Work/Services).

(iii) Inspections of Service

The Supplier shall, at regular intervals as prescribed by the DSW Manager, carry out his own inspection of the Site to ensure that the performance of the Service is at all times in accordance with the Specification. The Supplier shall be deemed to have allowed for such inspections in his tender.

DSW will carry out independent inspections and will record his findings. If any inspection by the DSW Manager or his authorised representative shall establish that the Performance, Plant or Materials do not comply with the Contract, the Supplier shall not be paid any amount in respect of the element of the Service concerned until the fault or defect has been remedied.

(iv) Improper Performance

The DSW Manager shall, during the performance of the Service, have the power to order from time to time such remedial work and actions as may be required to rectify any neglect by the Supplier in terms of his performance.

In the case of failure on the part of the Supplier to carry out such order within reasonable time, the Council shall be entitled to make alternative arrangements to carry out the same and all costs consequent thereon or incidental thereto, in excess of what would have been paid to the Supplier, shall be borne by the Supplier and shall be recoverable from him by the Council.

ACC16 **VARIATIONS**(i) Rights to Variations

If, at any time during the Contract Period, the Manager shall require any variation of the form, quality or extent of the Service or any part thereof that may in his opinion be necessary or for any reason appropriate, he shall have power to order the Supplier to do any of the following;

- a) Increase or decrease the scope of the Service as defined in the Contract,
- b) Omit any portion of the Service, and
- c) Change the specified or approved sequence or method of performing the Service.

No such variation shall in any way vitiate or invalidate the Contract, but the value (if any) of such variations shall be taken into account in ascertaining the amount of the Contract Price.

No such variation shall be made by the Supplier without an order in writing (herein referred to as a "Variation Order") by the Manager.

ACC17 **REGISTRATION AS A VALUE ADDED TAX VENDOR**

The Supplier shall register with the appropriate authority as a Value Added Tax (VAT) vendor and shall furnish the Manager with his VAT registration number and shall provide proof of good standing with the South African Revenue Service within 1 month of being instructed to do so by the Manager. **Failure to register as a VAT vendor as instructed above may result in the termination of the contract.**

No payment certificates shall be approved and forwarded to the Council for payment until the said VAT registration number is furnished to the Manager.

The Council may request the Supplier to provide regular proof of compliance of all VAT regulations. This shall take the form of a letter of good standing from the South African Revenue Services as referred to above.

**Upon failure of the Supplier to provide the letter of good standing from the South African Revenue Services as referred to above, the Council shall have the right to terminate the contract.**

ACC18 **CLAIMS, CERTIFICATES AND PAYMENT**(i) Contract Area

The description of the contract area and services is set out in Clause 3 and 4 of Section 7 (Scope and Specification of Required Work/Services). The Supplier must examine the entire contract area and the service requirements in order to carry out the services in fulfilment of his obligations under the Contract.

(ii) Measurement of Work

The Manager shall ascertain and determine the amount of work performed.

The work shall be measured in accordance with the methods and procedures described in the Specifications.

(iii) Monthly Payments

The Supplier shall be paid monthly on the certificate of the Manager the amount due to him in respect of the value of the services performed within the previous month.

The payment of Sub-Contractors shall be made by the appointed Supplier directly to the Sub-Contractors.

(iv) Correction and Withholding of Certificates

The Manager may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have power to withhold certification in respect of any part of the Service, which is not being carried out to his satisfaction.

(v) Tendered Rates and Prices

Except as provided for in this Clause, the tendered rates and prices shall be final and binding throughout the period of the Contract.

**ACC19 REMEDIES AND POWERS**

(i) Termination by Council

If the Manager certifies in writing to the Council that in his opinion the Supplier:

- a) Has abandoned the Contract, or
- b) Without reasonable excuse has failed to commence the service or has suspended the service for 72 hours after receiving from the Manager written notice to proceed, or
- c) Has failed to proceed with the Service with due diligence, or
- d) Is not executing the Service in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) Has, to the detriment of the Service or in defiance of the Manager's instructions to the contrary, sub-let any part of the Contract, or
- f) Has assigned the Contract or any part thereof without the consent in writing of the Council, then the Council may, after giving seven days' notice in writing to the Supplier terminate the Contract and expel the Supplier from the Site without thereby releasing the Supplier from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Council or the Manager by the Contract.

Should the contract be terminated as described above, the Council shall have the right to provide the service himself, or use any other party to provide the service, and recover any additional costs so incurred, from the Supplier.

(ii) Valuation at Date of Termination

The Manager shall as soon as may be practicable after any such termination and expulsion by the Council certify what amount (if any) had at the time of such termination and expulsion been reasonably accrued to the Supplier in respect of work then actually done by him under the Contract.

(iii) Payment after Termination

If the Council shall terminate the Contract and expel the Supplier, the Supplier shall be entitled to receive only such sum or sums (if any) as the Manager may certify would have been due to

him up to the date of termination and expulsion, less any amounts due to the Council in terms of ACC20 (iv) of the Additional Conditions of Contract.

(iv) Default by Council

In the event of the Council:

- a) Failing to pay the Supplier the amount due under any certificate of the Manager within 14 days after the expiry of the time of payment stated in the Tender; or
- b) Unreasonably interfering with or obstructing the issue of any such certificate; or
- c) Becoming insolvent; or
- d) Assigning the contract without the consent in writing of the Supplier, the Supplier shall be entitled without prejudice to any other rights or remedies to terminate the employment of the Supplier under the Contract by giving notice in writing to the Council.

Upon the giving of such notice, the Council shall be under the same obligations to the Supplier in regard to payment as if the Contract had been terminated in accordance with the Contract but in addition the Council shall pay to the Supplier the amount of any loss or damage to the Supplier arising out of or in connection with or by consequence of such termination.

Nothing in this Clause contained shall prejudice the right of the Supplier to exercise either in lieu of or in addition to the rights and remedies in the Clause specified, any other rights or remedies to which the Supplier may be entitled.

ACC20 **SPECIAL RISKS**

(i) Outbreak of Unrest

If during the course of the Contract there shall be an outbreak of unrest, which materially affects the execution of the Service, the Supplier shall, unless and until the Contract is terminated in terms of this Clause, use his best endeavours to continue the Service.

The Council shall be entitled at any time after such outbreak to terminate the Contract by giving notice in writing to the Supplier. Upon such notice being given the Contract shall (save as to the rights of the parties under this Clause and to the operation of the Clause providing for the settlement of disputes) terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

(ii) Increased Costs Arising from Unrest

Unless and until the Contract is terminated as aforesaid the Supplier shall be entitled to reimbursement of any increased cost of or incidental to the execution of the Service which is attributable to or consequent on the result of the said outbreak of unrest but the Supplier shall as soon as any such increase of cost shall come to his knowledge forthwith agree with the Manager the quantum thereof in writing.

(iii) State of Emergency

If a state of emergency declared by the Government or riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Supplier shall materially disrupt the provision of labour or the operation of the Plant for a period of at least 30 days during the course of the Contract, the Supplier shall be entitled to terminate the Contract by notice in writing to the Council unless the Council shall agree to bear any resultant additional costs involved in continuing the Service.

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(iv) Payment if Contract Terminated

If the Contract shall be terminated on any account in terms of this Clause the Supplier shall be paid by the Council (in so far as such amounts or items shall not already have been covered by payment on account to the Supplier) for all Services performed prior to the date of termination at the rates and prices provided in the Contract and any additional sum payable under the provisions of this Clause.

ACC21 **SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between the Council or the Manager and the Supplier in connection with or arising out of the Contract, it shall be referred to and settled by the Manager, who shall state his decision in writing and give notice of the same to the Council and the Supplier.

Such decision in respect of every matter so referred shall be final and binding upon the Council and the Supplier and the Supplier shall proceed with the works with all due diligence, whether or not notice of dissatisfaction is given by him or by the Council as hereinafter provided.

If the Council or the Supplier is dissatisfied with any such decision of the Manager, the parties shall refer the matter without legal representation to a mediator at a place and time to be determined by him. The mediator shall, within a reasonable period, express in writing, an opinion on the matter and furnish the Council, the Manager and the Supplier each with a copy thereof by hand or by registered post. The opinion so expressed by the mediator shall be final and binding on the Council and the Supplier.

If the dispute is unresolved after mediation, the matter shall be referred to a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after delivery of the Mediator's opinion.

In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules of the Conduct of Arbitration's issued by the Association of Arbitrators, which are current at the time of arbitration.

The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

The cost of the said mediation or arbitration, which shall include the said mediators or arbitrator's expenses and fees, shall be borne equally by the Council and the Supplier.

ACC22 **MINIMUM WAGES**

The Supplier shall be obliged under this Contract to pay wages that, in the case of any category of employee, are not less than the minimum wages under Sectoral Determination 1 (Contract Cleaning Sector) as promulgated in the National Minimum Wage Act No.9 of 2018.

The current minimum wage rate is R29.12 per hour (as at 01 March 2024), which equates to a monthly salary of approximately R5 048.24 for 8 hour day shift on week days only and excludes public holidays and any overtime. The Supplier should note that the average of 21.67 days per month for weekdays only is estimated when calculating the above. **It must be noted that the remuneration for and not limited to overtime, sick leave, nightshift, weekends and public holidays must be adhered to by the Supplier as regulated by the Basic Conditions of Employment Act and Labour Relations Act.**

The Tenderer's attention is drawn to the fact that they should make provision in their Tender prices for all costs associated with meeting the minimum conditions of employment such as leave pay, U.I.F. payments and Workmen's Compensation payments.

Tenderers may be requested to justify their rates and prices where it appears that they are too low to sustain the payment of the required minimum wage rates. Tenders that contain rates and prices that can be shown to be too low to sustain the applicable minimum wage rates shall be entirely disregarded.

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**Failure to adhere to the aforesaid requirement shall constitute grounds for the termination the Contract under Clause 23 of the General Conditions of Contract.**

**ACC23 EMPLOYMENT OF SUPPLIER'S WORKERS**

The expected number of workers to be employed by the Supplier shall be not less than one hundred and twenty (120) in total, exclusive of a supervisor/manager per shift.

**Distribution per shift shall be as follows:**

Morning Shift - 06h00 to 14h30, 42 workers

Midday Shift - 14h00 to 22h30, 49 workers and  
Night Shift – 22h00 to 06h30, 29 workers

The employed staff stipulated in this clause shall exclude costs of Supplier's administration/office staff and Sub-Contractors' workers/staff.

**ACC24 APPOINTMENT OF SUB-CONTRACTOR**

The Supplier shall appoint the number of Sub-Contractors as per Clause ACC7.

**ACC25 EMPLOYMENT OF SUB-CONTRACTOR'S WORKERS**

The minimum number of workers employed by each Sub-Contractor shall not be less than four (4) in total. The cost of sub-contracting is provided for in Item 4.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

**ACC26 PAYMENT OF SUB-CONTRACTORS**

The cost of sub-contracting is provided for in Item 4.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

A monthly payment of R22 680.00 per each Sub-Contractor shall be made onto the Supplier's payment certificate. A yearly increase of five (5) percent will be applied until the expiry of contract. The first yearly increase will be applied 12 months from the date of the close of tender.

The payment of the Sub-Contractor will be included into the Supplier invoice. The Sub-Contractor shall invoice the Supplier who will then make a payment to the Sub-Contractor for services rendered. The cost of service under sub-contracting is provided in the sum allowed in Item 4.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

All waste collected by the Sub-Contractor within their allocated area shall be placed at the identified and communicated collection points within the contract area.

The Supplier's cost or management fee of each Sub-Contractor shall be paid from the offer in Item 4.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

**ACC27 HEALTH AND SAFETY REQUIREMENTS**

The successful service provider will be required to comply with the Health and Safety requirements as specified in Clause ASS5 of Section 7 (Additional Scope and Specification).

**ACC28 BUSINESS CAPITAL**

- (b) The successful service provider will be required to maintain the smooth running of business by ensuring that its operational costs are paid timeously.
- (ii) For the duration of the contract, the successful service provider shall at all times have at his/her disposal a recurring capital equivalent to at least three (3) months operational costs not limited to staff salaries, sub-contracting costs, fuel, cleaning materials, protective clothing, etc.
- (iii) Failure to adhere to ACC28(i) and (ii) above, will result to the application of a penalty as per Clause 18(xvii) of the Scope and Specification.

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**ACC29 COMPULSORY ACCREDITATION OF WASTE MANAGEMENT**

All appointed service providers/contractors are required to be accredited as waste management service providers in terms of the eThekweni Municipality's Waste Removal By-Law of 2016. Contractors that do not comply with this requirement will not be able to provide waste management services. Accreditation must remain valid for the tenure of the contract. All bidders are therefore required to submit proof of accreditation, which accreditation must still be **valid at the time of award of this tender**. Bidders whose **accreditation is about to expire** are strongly encouraged to re-apply for accreditation as soon as possible. Bidders who are not currently accredited must apply for accreditation as follows:

To apply for accreditation as a waste management service provider, please contact Mr E. Dilles on [eugene.dilles@durban.gov.za](mailto:eugene.dilles@durban.gov.za) or Nozipho Msomi on [noziphom.somi@durban.gov.za](mailto:noziphom.somi@durban.gov.za) or 031-3118801. The waste removal by-law document can be downloaded from [www.durban.gov.za/government/by-laws/promulgatedby-laws/wasteremovalby-law2016](http://www.durban.gov.za/government/by-laws/promulgatedby-laws/wasteremovalby-law2016) or the link [Waste Removal By-law 2016 \[Commencement Date 26 February 2017\].pdf \(durban.gov.za\)](http://www.durban.gov.za/government/by-laws/promulgatedby-laws/wasteremovalby-law2016)

***Tenderers are to note that in order to be declared responsive, the eThekweni Municipality will confirm the accreditation status of all tenderers who have complied with the responsive and functional criteria. This will be done by referring to the eThekweni Municipality list of accredited service providers on the eThekweni Municipality's accreditation data base.***

***All awarded service providers whose names do not appear on this list or whose accreditation is about to expire, will be given a period of 6 months to acquire and submit proof of accreditation. Failure to submit such proof within this period will result to the application of Clause 23.1(b) of the General Conditions of Contract (GCC).***

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## **SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES**

### **SECTION 7a : SCOPE OF SUPPLY / SERVICES**

#### **1. GENERAL DESCRIPTION**

This specification applies to the provision of street cleaning (i.e. sweeping and litter picking and bagging) services in Durban Warwick Triangle (Berea Part, Market Area and Greyville Part) incorporating the following:

- The on-going litter-picking in streets, road reserves and specified public/communal transport terminal areas such as taxi ranks, bus ranks, open areas or as directed by the Manager.
- A minimum of twice per shift sweeping of litter/rubble/sand in streets, road reserves and specified public/communal transport terminal areas such as taxi ranks, bus ranks, open areas or as directed by the Manager.
- The on-going removal/clearing of waste from street litter bins:

The type of bin and its approximate capacity is listed as follows:

- Concrete : 70ℓ
- Pole mounted : 50ℓ
- Swing : 160ℓ
- Ethnic : 160ℓ
- Advertising : Varies
- Other

- Lining of litter bins, stated above except swing and ethnic, with supplied and clean plastic bags.
- Removal of animal carcasses (namely, but not limited to dogs, cats, chicken, rats and snakes) shall be placed in a bag and disposed of immediately.
- All refuse to be bagged and stockpiled at collection points as directed, within the contract area.
- All operations to be carried out on daily basis – 7 days a week.
- Disposal of waste/refuse collected in the entire contract area shall be provided by the awarded Main Contractor.

#### **2. SCOPE**

The provision of street cleaning in the contract area shall comprise of the following:

##### **2.1 Service Provision by the Supplier**

- i) The contract area is defined on the demarcated map enclosed in Section 7 (Drawing) of this document.
- ii) The Supplier shall be responsible for maintaining all the streets, arcades and open public areas in the contract zone in a clean and tidy state.
- iii) The areas to be cleaned are:
  - The full reserve width of all roads and streets in the contract area.
  - The full width and length of all arcades in the contract area.
  - The Bus and Taxi ranks in the contract area.
  - Informal trading areas.
  - Designated open areas.
- iv) Notwithstanding the scope of works prescribed above, the Supplier's attention is drawn to

the fact that the service must be provided on all the streets, roads and open areas that fall within the boundary and where the boundary line is positioned.

All refuse collected, as described above, from the Supplier's Area shall be stockpiled by the Supplier at the designated and communicated points. The Main Contractor shall collect, transport and dispose the refuse at the landfill site.

**NB: It is the responsibility of the Supplier to always ensure that all areas and roads within the entire contract jurisdiction are kept clean at all times.**

## 2.2 Service Provision by Sub-Contractors

- i) The contract area is defined on the demarcated map enclosed in Section 7 (Drawing) of this document.
- ii) The Sub-Contractor shall be responsible for maintaining all the public/communal transport terminal areas (bus/taxi ranks) and adjacent roads in the contract zone in a clean and tidy state.

No.	NAME OF RANK	STREET/VICINITY NAME
1	Lindelani Taxi rank	Alice Street
2	uMhlanga Taxi rank	ML Sultan Rd & Steve Biko Rd
3	Kenville Taxi rank	Lancers Rd
4	Ndwedwe Bus rank	Ismail C Meer Street
5	Ndwedwe Taxi rank	Ismail C Meer Street
6	Phoenix Taxi rank	Grey & Alice Street
7	Pietermaritzburg Taxi Rank	Grey & Alice Street
8	Victoria Bus rank	Market Road
9	Clermont Taxi rank	Wills Road
10	Chesterville Taxi rank	Julius Nyerere Rd
11	Umlazi E, F and G Taxi rank	Julius Nyerere Rd
12	Durban Liner Taxi rank	Market Rd
13	Harding Taxi rank	Market Rd
14	Umngeni Taxi rank	Market Rd
15	KwaNyuswa Taxi rank	Cnr. of Anton Lembede & Julius Nyerere
16	KwaSanti Taxi rank	Canongate Rd
17	Pinetown Taxi rank	Canongate Rd
18	YMCA Taxi Rank (Greytown)	YMCA / Teachers' Centre
19	Shembe Taxi rank	Market Rd
20	Qadi Taxi rank	Ismail C Meer Street
21	Isipingo Taxi rank	Market Rd
22	Springfield Bus rank	Beatrice Street
23	Eastern Cape Taxi rank	Cnr. of Anton Lembede & Julius Nyerere

It must be noted that the above listed terminals may change or be situated in other areas during the contract period. Therefore, both the Supplier and Sub-Contractors shall be advised in a form of issuing the adjusted service provision plan.

Any other communal transport ranks not listed above, but situated within the contract boundary, must also be serviced as instructed by the DSW Manager.

It must be further noted that, depending on the priority of service provision, the Sub-Contractor may be instructed to provide the service in other areas beside the transport terminal areas.

All refuse collected, as described above, from the Sub-Contractor's Area shall be stockpiled by the Sub-Contractor at the designated and communicated points. The Main Contractor shall collect, transport and dispose at the landfill site.

**NOTE: It is the responsibility of the Supplier to always ensure that all areas and roads within its contract jurisdiction are kept clean at all times.**

## **SECTION 7b : SPECIFICATIONS**

### **3. DESCRIPTION OF THE SITE**

- 3.1 The Supplier shall thoroughly inspect the Site before submitting a Tender and shall make himself familiar with all aspects of the Site that relate to the execution of the works.
- 3.2 Map(s) showing the layout and extent of formal and informal developments in the contract zone are attached at the end of Section 7 of the document.
- 3.3 All bins placed within the contract jurisdiction must be emptied by the Supplier and Sub-Contractors, irrespective of the quantity.

Should the Supplier and Sub-Contractor fail to service the bins, a penalty as specified in Clause 17 of Section 7 shall be applied according to the Supplier.

- 3.4 It must be noted that during the holiday period, December/January festive, the additional bins are placed within the contract zone for the increase of volume of waste.

No additional cost shall be incurred by Council. Therefore, the Supplier must project for this item when costing in Item 2.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

- 3.5 The Supplier shall train and empower the Subcontractor(s) to carry out the waste management services in the areas identified by the Municipality.
- 3.6 The Subcontractor shall comply with the scope of work detailed above in Clause 2.2 of Section 7.

### **4. PLASTIC BAGS AND REFUSE COLLECTION**

#### **4.1 Collecting, Storage and Usage of Supplied Refuse Bags**

- a) The Supplier shall be responsible for the collecting of refuse bags from a DSW Depot, the handling and storage of empty bags.
- ii) The Supplier and Sub-Contractor shall handle the bags only for the purpose bagging of refuse from street sweeping, litter picking and lining of bins.
- iii) The monthly rate tendered under Item 2.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities shall cover the full cost of the collecting, storage and safe keeping of the bags. The rate paid to the Sub-Contractor shall include the cost of collecting the empty bags from the Supplier.
- iv) The number of bags to fulfil the requirements of the contract shall be supplied FREE OF CHARGE by DSW.

**NOTE:** The Supplier shall accept full responsibility for the safe keeping of the bags upon collecting from the DSW Depot. The full cost of lost or stolen bags will be to the Suppliers account and charged for at the current rate paid by DSW. It is advisable to have insurance cover for loss

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of this item as referred in Clause 11 of the General Conditions of Contract. Furthermore, upon proven of illegal sale of bags by the Supplier's workers, a penalty will applied as per Clause 17(ii) of Scope and Specification.

#### **4.2 Cleaning of Contract Area**

The contract comprises of the provision of the following cleansing services in the Durban Central Business District (CBD).

##### **4.2.1 Street Cleaning**

- (i) The sweeping and litterpicking of streets and the bagging of all refuse, sand, etc. in plastic bags.
- (ii) The sweeping and litterpicking of all gutters, open stormwater drains and the bagging of all refuse, sand, etc. in plastic bags.
- (iii) The sweeping and litterpicking of all pavements and the bagging of all refuse, sand etc. in plastic bags.
- (iv) The sweeping and litterpicking of all designated open areas and the bagging of all refuse, sand, etc. in plastic bags.

##### **4.2.2 Litter Bins Clearing**

- (i) The clearing of litter from bins and the bagging of all refuse in plastic bags.
- (ii) The lining of litter bins with issued and clean plastic bags.

##### **4.2.3 Cleaning of Informal Trading Areas**

- (i) The sweeping of street and/or areas in all informal trading areas and the bagging of all refuse, sand, etc. in plastic bags.
- (ii) The litterpicking in all informal trading areas and the bagging of all refuse, sand, etc. in plastic bags.
- (iii) The clearing and/or emptying of litter bins around the informal trading areas and the bagging of all refuse in plastic bags.
- (iv) The lining of litter bins with the supplied and clean plastic bags.

##### **4.2.4 Cleaning of Public/Communal Transport Terminal Areas (Bus/Taxi Ranks)**

- (i) The sweeping of street and/or areas in all public/communal transport terminal areas and the bagging of all refuse, sand, etc. in plastic bags.
- (ii) The litterpicking in all streets and/or areas in all public/communal transport terminal areas and the bagging of all refuse, sand etc. in plastic bags.
- (iii) The clearing and/or emptying of litter bins around all public/communal transport terminal areas and the bagging of all refuse in plastic bags.
- (iv) The lining of litter bins with the supplied and clean plastic bags.

##### **4.2.5 Compulsory Use of Backpack Blowers (Blowers)**

- (i) The Supplier's attention is drawn to the fact that the use of at least four (4) backpack blowers is compulsory in this contract.

- (ii) The blowers will be used to clean and remove leaves and papers around the designated areas within the contract zone. Such designated areas shall be determined by the Council's representative or the manager.
- (iii) The scope of the preferred backpack petrol blowers must consist of a multi-function control valve, elastostart and anti-vibration system.

The blowers' specification is stated below:

Technical data	Value
Performance	2.6 kW
Capacity	56.5 cm <sup>3</sup>
Weight	9.1 Kg
Sound pressure level	109 dB(A)

Technical data	Value
Blowing force	19 N
Air speed	95 m/s
Tank volume	1.5ℓ

- (iv) The specification of the blowers used in the contract must not be lesser than the preferred listed in 4.2.5(iii). However, the specification which is greater is acceptable.
- (v) The Supplier's attention is drawn to the fact that the cost of the four (4) or more blowers and its maintenance should be included in Item 1.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities.

#### 4.2.6 **Other Related Cleaning Services**

- (i) The removal of animal carcasses (namely, but not limited to dogs, cats, chicken, rats and snakes) shall be placed in a bag and immediately report the allocated representative of DSW to effect safe disposal.
- (ii) The removal, conveyance and stockpile of all plastic bags containing refuse, etc., collected as described, to designated areas within the contract area.

#### 4.2.7 **Monitoring of Daily Service Delivery**

- i) The Main Contractor is expected to provide documentation confirming before and after the services is provided in the contract area for all the daily and night shifts.
- ii) These documents must include clear photograph pictures with dates and times showing the area to be services before every shift starts and after the shift has ended (Completion of service provision). The photographs must be made available to the DSW contract area Manager on a weekly basis.
- iii) Failure to adhere to Clause 4.2.7 (ii) above shall result to non-payment for the period not submitted.

### 5. **SERVICE DELIVERY MANDATE**

- (i) The Supplier and Sub-Contractor(s) will be required to clean streets, litterbins, public transport areas and designated areas to the satisfaction of the Manager.
- (ii) The Supplier will be required to provide the specified cleaning service on a continuous basis between the hours of 06h00 to 14h30; 14h00 to 22h30 and 22h00 to 06h30 seven days a week (including public holidays).
- (iii) The entire contract area shall at all times remain clean during working hours. Cleanliness is expected to be achieved immediately after sweeping/cleaning in the contract area.
- (iv) The Supplier will only be paid the rates tendered for areas cleaned to the satisfaction of the DSW Manager.

- (v) The Sub-Contractor will only be paid through the Supplier from the sum allowed for areas cleaned to the satisfaction of the DSW Manager.
- (vi) The Tenderer's attention is drawn to the presence of registered and unregistered street traders throughout the contract area. The Tenderer must make allowance in their pricing for the refuse generated by such business sector.
- (vii) The Tenderer's attention is drawn to the presence of formal and informal transport/commuter terminal areas (bus/taxi ranks) throughout the contract area. The Tenderer must make allowance in their pricing for the refuse generated by such transport sector.
- (vii) **All Suppliers shall clean the contract area as per the communicated schedule with DSW authorised representative. No Supplier shall be allowed to deviate from the schedule without the written approval of the DSW Manager.**

## 6. **SUNDRY COLLECTION SERVICES, MISCELLANEOUS ITEMS AND DAYWORKS**

### 6.1 **Dayworks**

- (i) The nature of the Contract is such that it is anticipated that some works not described in Section 8: Bill of Quantities / Schedule of Rates / Activities, will have to be undertaken.
- (ii) The Deputy Head of Strategic and New Development or Nominee for DSW may from time to time instruct the Supplier to undertake such work on a dayworks. The price tendered and paid for, shall include all costs including overalls, safety equipment and transport to and from a designated assembly of point.
- (iii) A provisional sum has been allowed under pay Item 3.1 of Section 8: Bill of Quantities / Schedule of Rates / Activities for dayworks labourers, employed on the written instruction of the DSW Manager (Strategic and New Development), to be paid at the current (at the time of the carrying out of the instruction) minimum labour rate as described elsewhere in this document.
- (iv) Allowance has been made under Item 3.2 of Section 8: Bill of Quantities / Schedule of Rates / Activities for the Tenderer to state his mark-up (including all costs associated with the employment of dayworks labourers), expressed as a percentage of the minimum wage rate. Items 3.1 and 3.2 shall not be subject to contract price adjustment as defined in SCC 17 of the Conditions of Contract.
- (v) The wage rate is defined in ACC22 of the Additional Conditions of Contract.

## 7. **REFUSE DISPOSAL**

The Supplier must dispose of all refuse, vegetation, rubble, earth, litter, etc., collected under this Contract at the Buffelsdraai Landfill Site, or as directed by the Manager. All refuse disposal must be completed during normal working hours (i.e. 06h00 to 14h30; 14h00 to 22h30 and 22h00 to 06h30 including weekends and statutory holidays).

The Supplier will be required to off-load refuse in the areas pointed out by the persons in control of the disposal site and in the proper manner in accordance with the instructions of such persons.

The Supplier will, on weekly basis, submit a summary of all loads of waste collected (weighbridge slips) under this Contract to the designated DSW Official.

The Supplier **WILL NOT** be required to pay any disposal site charges for waste collected under this Contract provided that the DSW permit issued is displayed at all times.

The Supplier's attention is drawn to the fact that they will be required to register all vehicles to be used on this Contract with the Manager, and that the operations will be closely checked to ensure that only waste collected under this Contract will be allowed to be disposed of at the Waste Disposal Site.

**Should it be found that the Supplier is fraudulently disposing of other waste (not from the contract area) at the Waste Disposal Site, the contract shall be terminated and legal proceedings**

initiated.

8. **PLANT, VEHICLES AND EQUIPMENT**

- (i) The Supplier must at all times provide his own transport and plant for the purpose of service delivery and transporting of labour.
- (ii) **The vehicle(s) must be suitable for the purpose of service delivery, disposal of waste and transporting of labour. The vehicle(s) must comply with all legal requirements, maintained in good working order, in a strictly roadworthy condition and be kept clean and neatly painted at all times.**
- (iii) The (manager's/supervisor's vehicle and compactors) must be marked with "**CONTRACT No. WS.7808, CONTRACTOR NAME AND MUNICIPALITY DOME**". The marking must be prominently painted on both sides of the vehicle.
- (iv) **IT IS A CONDITION OF THE CONTRACT THAT ALL VEHICLES USED IN THIS CONTRACT MUST NOT BE MORE THAN 7 YEARS OLD AT THE TIME OF COMMENCEMENT OF THE CONTRACT.**
- (v) **THE SUPPLIER MUST HAVE THE VEHICLES, HE/SHE IS OBLIGED TO USE IN THE CONTRACT, INSPECTED AND APPROVED BY THE MANAGER AT LEAST 5 WEEKS BEFORE THE START OF THE CONTRACT.**
- (vi) **THE SUPPLIER'S ATTENTION IS DRAWN TO THE FACT THAT THERE WILL BE A CONTINUOUS PERIODIC INSPECTION ON THE VEHICLES USED THROUGHOUT THE CONTRACT PERIOD.**

9. **TRANSPORT ROUTES**

The Supplier shall be responsible, if and where necessary, for obtaining permission from the Traffic Authorities for using his selected type of vehicle on his selected route to the designated Refuse Disposal Site.

10. **INSPECTION**

DSW will permanently assign a number of inspectors on site who shall continually carry out inspections to ensure that the work is being undertaken in accordance with the Contract. The Supplier's attention is drawn to the fact that all works shall be closely inspected and no payment shall be made to the Supplier for work that in the opinion of the Manager has not been properly completed.

- (i) All the stockpiled waste/refuse that is collected within the contract area shall be removed from the designated and communicated points by the Main Contractor's truck(s) and disposed of at a permitted landfill site or as directed by the authorised DSW representative.
- (ii) **Upon discovery that the Supplier is fraudulently disposing off waste or transporting waste from other areas to this contract area, the contract may be terminated and legal proceedings initiated.**

11. **SITE MEETINGS**

- (i) Site meetings will be held on a regular basis at a place and time in accordance with the instruction of the DSW Manager. The Supplier and his Manager will be required to attend such meetings.
- (ii) Should the Supplier fail to attend the meetings, penalties will be applied in accordance with Clause 17 (vii) of Section 7 of Scope and Specification of Required Work/Services.

**12. RETURNS**

- (i) The Supplier will be required to submit a schedule of employed staff wages and waste disposal returns to the DSW designated official on a monthly and weekly basis, respectively. A copy of the monthly wage return by a financial institution or a printout of payroll programme, shall be submitted to the DSW Manager within 5 working days of the end of the salary paid month. A penalty in accordance with Clause 17(xii) of Section 7 (Scope and Specification of Required Work/Services) will apply for non-compliance of these requirements.
- (ii) Furthermore, as part of the CPG component, the Supplier will be required to submit a bank proof of payment to a Subcontractor detailing invoice amount and invoice number as reference. Failure to adhere to this, Clause 17 (xv) will be applied.
- (iii) The Supplier must ensure that these returns are accurately completed and promptly submitted in accordance with the Manager's requirements.
- (iv) The processing of payment certificate may be delayed until such returns are accurately completed and submitted.

**13. DAMAGE TO SERVICES**

- (i) The Supplier shall report any damage to services and property caused by him in the execution of the works to the Manager within 1 hour of the occurrence of such damage.
- (ii) The repair of and payment for services damaged by the Supplier shall be to the Supplier's account.

**14. OTHER MUNICIPAL SERVICES**

The Supplier will be required to report all incidents noted by his staff during the course of undertaking collection, such as those listed below to the Manager on a daily basis.

- Illegal dumping sites
- New shacks or shack movements

**15. WORKING HOURS**

- (i) The Supplier must provide the specified services on a continuous basis on Monday to Sunday from of 06h00 to 14h30; 14h00 to 22h30 and 22h00 to 06h30 including statutory holidays.
- (ii) The service provision on site must be completed during normal working hours – if exceeded from normal working hours, penalty shall be applied.
- (iii) The Supplier's attention is drawn to the fact that the statutory holidays and weekend days shall be treated as normal working days. It is, therefore, advisable that the Supplier allows for such additional costs in their pricing.

**16. EMPOWERMENT AND MENTORSHIP PROGRAMME**

The Supplier is required to appoint and management of the local emerging Small Micro Medium Enterprise(s) (SMME) on an Empowerment and Mentorship Programme.

**(i) Responsibilities of the Supplier**

- a) Collecting of black refuse bags from the nearest depot as instructed by the Manager or his representative from eThekweni Municipality.
- b) Safe storage of un-utilised bags.
- c) Litter-picking, sweeping of streets/roads and open areas.
- d) Clearing of litter from litterbins and lining with clean bags.
- e) Collecting of refuse and bagged in bags.
- f) Stockpiling of filled bags and moved to the designated collection points.
- g) Removal of dead carcasses.

- h) Managing of Sub-Contractors.
- i) Supervision of service provision by Sub-Contractors.

(ii) Responsibilities of the Sub- Contractor:

(a) Compliance

As this is an empowerment and mentorship programme, the following requirements are expected from the Sub-contractors.

- (i) Company registration documents.
- (ii) Valid tax clearance certificate.
- (iii) Registration with the department of labour
- (iv) Compliance with all government legislation in terms of the Labour Relations Act and the Occupational Health and Safety Act.

(b) Requirements

The requirements could include the following list, but not limited to:

- The Sub-Contractor shall be required to provide the following:
  - Obtain plastic bags from the Supplier.
  - Safeguard of un-used bags.
  - Litter-picking and sweeping of public transport terminal areas and adjacent roads.
  - Clearing of litter from litterbins and lining with clean bags.
  - Collecting of refuse and bagged in bags.
  - Stockpiling of filled bags and moved to the designated collection points.
- Personal protective clothing (PPE)
  - each staff to be issued with an orange two piece overall
  - steel toed safely boots
  - rain suits
  - reflector vests
  - gloves
- Tools and equipment
  - Brooms
  - Spikes
  - DSW Bags (free of charge)

(c) Working Hours

(a) The Sub-Contractor shall work not more 3 days a week. An operational plan shall be agreed upon between the Supplier and the allocated representative of DSW.

In the event that more than one (1) Sub-contractor is appointed, the operational plan must provide a roster detailing the rotation schedule comprising of not more than 3 days per week.

(b) The Sub-Contractor workers must provide the specified services on a continuous basis on Monday to Sunday.

The transfer of skills and knowledge in the form of empowerment and mentorship shall be the responsibility of the Supplier.

17. **COURTESY**

The Supplier and his workers shall at all times show due courtesy to the public and deal sympathetically with any complaints made by any member of the public.

The Supplier must refer any requests received from the public that fall outside the scope of the Contract to the Manager who shall evaluate and deal with the request.

The Supplier shall further carry out the works in such a manner as to create a minimum of nuisance to the public.

Should the Supplier experience particular difficulties in regard to lack of co-operation from any particular resident or group of residents, he must report the details thereof to the Manager. The Manager shall then submit a report to the appropriate Authority responsible.

The Supplier shall at all times adhere to the **CSW Core Value Principles**.

#### **List of Core Values**

1. Customer Care
2. Cost Awareness
3. Team Work
4. Honest Work

#### 18. **PENALTIES**

The following penalties shall, where and when applicable, be deducted from any monies owing to the Supplier:

- i) Late commencement of Service shall be **R1000** per calendar day.
- ii) Illegal sale, lost or stolen of refuse plastic bags shall be a cost of the total number of applicable bags and, in addition, a 10% penalty of the DSW current value of bags.
- iii) Failure to provide and maintain the standard of cleanliness as specified shall incur a penalty of **R1000** per kilometre of non-serviced street per incident per calendar day. Should the non-serviced area be less than a kilometre, the penalty shall remain **R1000**.
- iv) Using a vehicle which does not comply with the requirements of Clause 8 of Section 7 (Scope and Specification of Required Work/Services) shall be **R1000** per day for the Supplier.
- v) A vehicle being driven by a person who is not in possession of the necessary driving permits in terms of ACC13 (4) of the Additional Conditions of Contract shall constitute grounds for a penalty in the amount of **R1000** per day for the Supplier.
- vi) Inadequate or unsatisfactory supervision shall constitute grounds for a penalty of **R1000** per day for the Supplier.
- vii) Non Contactability of Supplier's manager shall be **R1000** per day. (Contact will be attempted by cell phone and office land line).
- viii) Supplier not attending site meetings shall be **R1000** per incident.
- ix) All workers not properly attired in terms of ASS3 and ASS4(7) of Section 7 (Scope and Specification of Required Work/Services) shall be **R1500** per worker per day for the Supplier.
- x) Deliberate and unauthorised disposal of refuse, litter, etc. in open catchpits, manholes etc., shall be **R2000** per incident for the Supplier.
- xi) Late submission of proof of Insurances after an instruction by DSW as required in terms SCC 11.1(i) and SCC 11.1(ii) of the Special Conditions of Contract) shall be **R1000** per calendar day for the Supplier.
- xii) Failure to maintain any of the stipulated insurances during the full period of the Contract or part thereof that the respective insurance has not been maintained shall be **R500** per calendar day for the Supplier.

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- xiii) The penalty for failure to submit monthly returns referred to in Clause 11 of Section 7 (Scope and Specification of Required Work/Services) shall be **R500** per calendar day for the Supplier.
  - xiv) Failure to provide proof of maintenance of the Safety File when requested shall be **R1000** per incident.
  - xv) Failure to report or late reporting of damage to service and property as per Clause 12 of Section 7 (Scope and Specification of Required Work/Services) shall result to a penalty of **R2000** per day.
  - xvi) Management of Contract Participation Goal:
    - (a) Failure to appoint the Subcontractor will result to a non-payment of the subcontract monthly value and a penalty of 5% of the same.
    - (b) Failure to provide proof of subcontractors' payment when required to verify the prescribed minimum contract participation goal will result to a penalty of 5% of the monthly subcontract value.
  - xvii) Failure to maintain the smooth operations of the business as per Clause ACC28 shall result to a penalty of 10% of the invoice for that particular month (excluding contract participation goal costs). The penalty shall be the invoice percentage (10%) amount multiplied by the number of days not compliant with ACC28. The penalty amount will be deducted from the following month's payment certificate.

19. **FAILURE TO PERFORM SERVICES**

With reference to SCC23, should the Supplier notwithstanding having had penalties applied and may be held in breach of contract, fail to perform any part of the service in terms of the contract, the Council shall have the right to terminate this contract.

Any associated additional costs shall be to the Supplier's account and shall be deducted from any outstanding payments owed to the Supplier if the contract is terminated prior to the expiry date.

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**ADDITIONAL SCOPE AND SPECIFICATION**
**ASS1 Supplier's Time-Related Preliminary and General Costs**

The rates tendered in Items 1.1 to 1.7 of Section 8: Bill of Quantities / Schedule of Rates / Activities cover all the Supplier's costs for a general and contractual nature that are not directly related to measurable work items and that are incurred on an annual or monthly basis.

**ASS2 Supplier's Permanent Site Manager - Referred To As: Supplier's Manager**

It is essential that the Contract is properly managed and supervised.

The Supplier shall keep a competent Manager on Site during the contract period and any instruction given to him/her by the DSW Manager shall be deemed to be given to the Supplier. The Supplier's manager shall be responsible for the management and supervision of the street sweeping contract, and shall have a vehicle dedicated to his use for the purpose of supervising the contract works.

The Supplier's manager shall be contactable on an approved telephone system at all times during normal working hours. The Supplier's manager must also report to the DSW Manager's office at times determined by the DSW Manager.

Penalties may be applied when the Supplier is un-contactable and where the Supplier fails to attend site meetings arranged by the DSW Manager or his/her representative.

The Supplier may himself fulfil the duties of the full-time Supplier's manager provided s/he complies with all the requirements of this Clause. Separate provision has been made in the Bill of Quantities / Schedule of Rates for payment for supervision and management, the specified telephone system and transport for the Supplier's manager.

Should the supervision or management be to the satisfaction of the Manager, the Supplier will be paid the monthly rate tendered under Item 1.5.1, 1.5.2 and 1.5.3 of Section 8.

If in the opinion of the DSW Manager, the Supplier fails to provide adequate management and supervision, no payment will be made under Item 1.5.1, 1.5.2 and 1.5.3 or payment will be adjusted by the DSW Manager, and a penalty may be applied in accordance with Clause 17(v) of Section 7 (Scope and Specification of Required Work/Services).

**ASS3 Supplier's Workmanship**

All Suppliers shall at all times employ competent workers. Any worker that in the opinion of the DSW Manager is not competent shall, if required by the DSW Manager, be removed by the Supplier and replaced.

All workers (excluding supervisor) permanently employed on this Contract and including any temporary replacements during their leave of absence shall wear personal protective equipment (ppe) with orange clothing with the words "**STREET SWEEPING - CONTRACT No. WS.7808**" or the **COMPANY'S NAME** clearly shown across the back of the coat or top clothing.

**ASS4 Health And Safety Specification****General Statement**

It is a requirement of this contract that the Supplier and Sub-Contractor shall provide a safe and a healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end all Suppliers shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act 85 of 1993, as amended.

**(1) SCOPE**

This plan covers the health and safety requirements to be fulfilled by the Supplier to ensure a continued safe and healthy environment for all employees and subcontractors under his control, and for the public members.

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(2) **PROJECT DESCRIPTION**

The work to be carried out under this contract is described in the Project Specification.

(3) **FRAMEWORK OF THE HEALTH AND SAFETY PLAN**

The Supplier shall demonstrate to the Manager that he has a suitable documented Safety Plan as well as the necessary competencies.

The Supplier shall always ensure that the Health and Safety File is always accessible for examination / inspections by the Manager or the Department of Labour.

**In addition to the requirements of the Occupational Health and Safety Act when compiling the Health and Safety Plan, the Supplier must ensure that the following documentation is included in their Health and Safety Plan:**

- a) Management Structure;
- b) Letter of good standing" from the Compensation Commissioner or licensed compensation insurer;
- c) Proof of health and safety Induction and other related training of employees;
- d) Records of risk assessments (see separate clauses on Risk Assessment);
- e) Safe work procedures;
- f) Legal Appointments;
- g) Equipment/vehicle inspection registers;
- h) Incident and accident records;
- i) Records of Personal Protective Equipment (PPE);
- j) List of Sub-contractors (where applicable);
- k) Records of competencies and any other health and safety related training;
- l) First Aid inspection Registers.

The Supplier shall maintain a Health and Safety file during the duration of the contract.

**Failure to maintain the Safety File shall result in the suspension of all work on the contract, and the Supplier shall be liable for all costs due to the suspension.**

(4) **HEALTH AND SAFETY STRUCTURE**

The Supplier shall establish a Health and Safety committee and the meetings should be held as required by the Act.

The Supplier shall make the minutes of such meetings available.

(5) **FIRST AID ARRANGEMENTS**

The Supplier shall take all reasonable steps that are necessary under the circumstances to ensure that persons at work receive prompt first aid treatment in case of injury or emergency GSR 3(1).

Where more than five employees are employed at a workplace, the employer of such employees shall provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. GSR 3(2).

The Supplier shall ensure that appropriate first aid box/es are made available and accessible, with articles and equipment listed in the Annexure: **(Minimum Contents of First Aid Box)**.

A first aider shall be readily available during normal working hours. Such person will be responsible to take necessary first aid measures.

**(6) ACCIDENT AND INCIDENT MANAGEMENT**

The Supplier shall ensure that Incidents are reported to the Department of Labour as required by the Act.

The Supplier shall ensure that the Council is informed of the incident/accident.

Each Incident occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) Any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or unlikely to be unable for a period of 14 days either to work or continue with the activity for which he was employed:
- b) A major incident occurred; or the health or safety of any person was endangered where:
  - a) A dangerous substance spilled;
  - ii) The uncontrolled release of any substance under pressure took place;
  - iii) Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or
  - iv) Machinery ran out of control, shall, within the prescribed period and in prescribed manner, be reported to an inspector (Department of Labour) by the employer or the user of a plant of machinery **(CR 24(1))**

The Supplier thereof shall ensure that all minor incidents /accidents are recorded and investigated, and records should always be available and accessible.

**(7) PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Supplier shall ensure that all employees are in possession and in use of PPE free of charge. The employees shall be instructed and trained in the use of PPE and it shall also be ensured that the employees use the prescribed equipment. Over and above, PPE register shall be made available for employees to acknowledge the receipt and use of such equipment.

**(8) RISK ASSESSMENT**

Before commencement of any work, the Supplier shall have a risk assessment performed and recorded in writing by a competent person.

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce risk, monitoring the effectiveness and performing regular reviews of the entire process. The process shall compile method statements to address or handle the following:

- Hazards particulars to contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the person at risk
- Identify the extent of possible harm

- Measures to eliminate or reduce each risk
- A monitoring plan
- A review plan

The Supplier must ensure that all Sub-contractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe working procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, Sub-contractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Supplier.

**The Tenderers attention is drawn to the following, which are some of the risks pertaining to this contract:**

- **Traffic hazards**
- **Working with machinery, tools and equipment**
- **Contact with vicious animals**

(9) **SUMMARY OF REQUIRED PPE:**

**A. Refuse Collection**

- 1) SABS approved Safety shoes/boots;
- 2) Overall with padding for refuse collection;
- 3) Reflective jacket/vest;
- 4) Gloves – PVC (impermeable)
- 5) Disposable gloves and masks (When dealing with carcasses)

(10) **VEHICLES AND EQUIPMENT**

Refer to Clause 8 of Section 7 (Scope and Specification of Required Work/Services).

The Supplier shall ensure that the following items are always available in the truck:

- Warning triangle;
- Fully equipped first aid kit;
- Serviced portable fire extinguisher.

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**SECTION 7c : DRAWINGS / MAPS**

**SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES****Activity / Pricing Schedule**

Item	Activity Description	Contract Period	Amount (Excluding VAT)	
			R	c
1.1	Supplier's Office Establishment and Initial Fixed Costs	36 Months	R.....	.....
1.2	Supplier's Loose Tools - cleaning tools/materials must include the blowers specified in Clause 4.2.5 of Section 7.	36 Months	R.....	.....
1.3.1	Project Insurances (excluding COIDA and U.I.F)	36 Months	R.....	.....
1.3.2	Insurance Costs relating to Workers (but not limited to): - COIDA -Unemployment Insurance Fund	36 Months	R.....	.....
1.4	Office Operating Costs	36 Months	R.....	.....
1.5.1	3 x Site Managers' Remuneration	36 Months	R.....	.....
1.5.2	Site Managers' Vehicle	36 Months	R.....	.....
1.5.3	Site Manager's Cellular Phone	36 Months	R.....	.....
1.6.1	2x Compactor Truck (≥5.5 ton)	36 Months	R.....	.....
1.6.2	6x Compactor Truck Drivers (with Code EC)	36 Months	R.....	.....
1.7	Protective Clothing	36 Months	R.....	.....
1.8	Occupational Health and Safety Costs	36 Months	R.....	.....
<b>TOTAL IN SECTION 1 :</b>			<b>R.....</b>	<b>.....</b>

Item	Activity Description	Contract Period	Amount (Excluding VAT)	
			R	c
2.1	Collecting Of Bags from DSW Depots, Storage and Distribution	36 Months	R.....	.....
2.2	<u>Cleaning of Streets:</u> - Clearing of refuse from bins, lining of bins with clean bags, litterpicking, sweeping of streets / passages / arcades and other designated areas within the contract area	36 Months	R.....	.....
<b>TOTAL IN SECTION 2 :</b>			R.....	.....

Item	Activity Description	Contract Period	Tenderer's Percentage	Amount (Excluding VAT)	
				R	c
3.1	Dayworks: - Maximum hours allowed : 58,379 - Current gazette rate per hour : R29.12	SUM ALLOWED	n/a	R 1 700 000	00
3.2	Mark up (Dayworks) - <i>markup not exceeding 15%</i>	as and when required	.....%	R.....	.....
<b>TOTAL IN SECTION 3 :</b>				R.....	.....

Item	Activity Description	Contract Period	Tenderer's Percentage	Amount (Excluding VAT)	
				R	c
4.1	Cost of Contract Participation Goal, not less than 10%  <i>(The percentage must be based on the total amount of the Bill of Quantities' Section 1 to 3, whereby the total is below R30 000 000)</i>  <b>NB: Item 4.2 below becomes non-applicable if the CPG cost is applied in Item 4.1</b>	36 Months	.....%	R.....	.....
4.2	Cost of Contract Participation Goal, not less than 30%  <i>(The percentage must be based on the total amount of Bill of Quantities' Section 1 to 3, whereby the total is equal to or greater than ≥R30 000 000)</i>  <b>NB: Item 4.1 below becomes non-applicable if the CPG cost is applied in Item 4.2</b>	36 Months	.....%	R.....	.....
4.3	CPGs' Management Cost by Supplier  <i>(Tenderer may provide a percentage for CPG management – markup not exceeding 15%)</i>  <b>NB: The management cost must be based on the provided CPG cost in either Item 4.1 or Item 4.2, not on both.</b>	36 months	.....%	R.....	.....
<b>TOTAL IN SECTION 4 :</b>				R.....	.....

*(The following three (3) amounts must be carried forward to the Official Tender Form in Section 9)*

TOTAL EXCLUDING VAT (Section 1 + Section 2+ Section 3 + Section 4)	R.....	.....
VAT @ 15%	R.....	.....
<b>TOTAL INCLUDING VAT</b> (carried forward to the Official Tender Form in Section 9)	R.....	.....

**SECTION 9 : OFFICIAL TENDER FORM****\*Denotes Mandatory Information****Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender**

**Part A: OFFER BY TENDERER** - In response to **Tender Number : WS-7808** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

TENDERED PRICE EXCLUSIVE OF VAT	VAT AMOUNT	TENDERED PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT): .....		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekweni Vendor Portal Registration Number:

**PR**

C.S.D Registration Number:

**MAAA**

S.A.R.S Pin Number:

**Completion of the following is compulsory. Failure to declare the following will invalidate your offer.****Declaration of Interest**

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

**\* Signature :**

\_\_\_\_\_

**\* Name (capitals):**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Capacity:**

\_\_\_\_\_

**\* Name of Business:**

\_\_\_\_\_

**Tel:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Fax:**

\_\_\_\_\_

**\* Denotes Mandatory Information****Failure to complete the above Mandatory Information and sign this Tender Form will invalidate the tender**

**Part B: ACCEPTANCE BY PURCHASER** - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

**Signature:****Name (capitals):****Date:****Capacity:**

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**Section 10: Forms & Returnable Documents**

- i) 37.2 Agreement in Occupational Health and Safety Act No. 85 of 1993
- ii) Covid-19 Health and Safety Specification
- iii) Central Supplier Database (CSD) Report
- iv) Tax Clearance Certificate or Pin Document : Valid
- v) Tenderer's Municipal Bill or Valid Acknowledgement of Debt [see CT(4)(3)]
- vi) Reference Letters for Current and/or Previous Awarded Projects [see SCT14(3)(i)]
- vii) Curriculum Vitae (x2) : 2 Key Personnel [see SCT14(3)(ii)]
- viii) Logbooks for Owned Vehicles and/or Vehicle Hire Documentation [see SCT14(3)(iii)]
- ix) Tenderer's Recent Annual Financial Statements for 3 consecutive years