

MOGALAKWENA LOCAL MUNICIPALITY



PROJECT NAME: HIRING OF PLANT AND PLANT OPERATORS FOR MANAGEMENT AND MAINTENANCE OF REBONE LANDFILL SITE FOR THE DURATION OF 36 MONTHS

TENDER NO:05-2023/2024

TENDER ADVERT DATE:10 AUGUST 2023

TENDER CLOSING DATE AND TIME:14 SEPTEMBER 2023

@12H00PM

NAME OF TENDERER:		<hr/>
TENDER AMOUNT IN FIGURE		<hr/>
TENDER AMOUNT IN WORDS		<hr/>
CONTACT PERSON:		<hr/>
CELL NUMBER:		<hr/>
OFFICE NUMBER:		<hr/>
EMAIL ADDRESS:		<hr/>
POSTAL ADDRESS:		<hr/>

Mogalakwena Local Municipality hereby invites prospective tenderers for Tender No.: 05-2023/2024 **HIRING OF PLANT AND PLANT OPERATORS FOR MANAGEMENT AND MAINTENANCE OF REBONE LANDFILL SITE FOR THE DURATION OF 36 MONTHS**

The details of the project are as follows:

No:	Project Name	Tender Number	Briefing Inspection	Briefing Date
1	HIRING OF PLANT AND PLANT OPERATORS FOR MANAGEMENT AND MAINTENANCE OF REBONE LANDFILL SITE FOR THE DURATION OF 36 MONTHS	TENDER NO 05-2022/2023	MOGALAKWENA MUNICIPAL OFFICES, 54 RETIEF STREET, MOKOPANE, OLD COUNCIL CHAMBER	Tuesday 18/08/2023

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2022.

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and also on www.mogalakwena.gov.za

Official and compulsory briefing meeting will be held on Friday 18/08/2023 at the venue indicated on the table above.

The respective project name with the project number must be clearly marked on the envelope before submission. Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than Thursday 14/09/2023 at 12H00 for the above project when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor.

The bids will be evaluated according to the Procurement Policy of the Municipality and other applicable legislation. Late, faxed or telephonic tenders will not be accepted.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered on Web Based Central Supplier Database (CSD).

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

Enquiries related to this tender must be addressed to Mr. ML Mashishi Community Manager on 015 491 9723 and SCM queries must be addressed to Supply Chain Management Unit at 015 491 9649/9647.

The Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**MM MALULEKA
MUNICIPAL MANAGER
54 RETIEF STREET
MOKOPANE
0601**

NOTICE NO: 123/2023

BIDDERS PLEASE NOTE THE FOLLOWING

1. No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with successful tenderer. Tenders received will be the basis for the contract negotiations and ultimately appointment of the suitable service provider. It is therefore important that service providers familiarise themselves with the municipality's processes and MLM supply chain management policy and to take them into account in preparing their tender.
2. Service Providers must note that the STS2 (Edition 2) of preparing the tender and of negotiating the contract are not reimbursable and Mogalakwena Local Municipality is not bound to accept any of the tender submitted.
3. At any time before submission of the bid, Mogalakwena Local Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify these Specifications by amendments. The amendment will be sent in writing by facsimile or electronic mail to all Service providers and will be binding on them. Mogalakwena Local Municipality may at its discretion extend the deadline for the submission of bids.

A. TENDER VALIDITY PERIOD

The tender offer shall remain valid for **90 days** after the closing date of the tender submissions.

B. NEGOTIATIONS

Negotiations to reach agreement on all points and sign a contract will be held at a time and place to be determined by Mogalakwena Local Municipality. Negotiations will include a discussion of the technical proposal, the proposed work plan, financial proposal/pricing and any suggestions made by the appointed service provider to improve the Terms of Reference. The agreed work plan, service level agreement and final Terms of Reference will then be incorporated into the "Description of Services" and form part of the contract.

C. SUBMISSION AND OPENING OF TENDER PROPOSAL

The proposal tender document shall be placed in a sealed envelope clearly marked "project name, project number and the closing date". The envelope shall be deposited in the tender box at the Civic Centre situated at:

54 Retief Street, MOKOPANE

Note that any tender received after the closing date and time for submission, will not be considered.

Administrative Enquiries to Supply Chain Unit:

supplychain@mogalakwena.gov.za

Telephone number: 015 491 9662 /9649

Technical Enquiries to Community Services Department:

seropel@mogalakwena.gov.za Telephone number: 0154919723

The tenders will be opened immediately after the closing time for submission.

Mogalakwena Local Municipality will take ownership of the outcomes and deliverables, thereby reserving the right to reproduce information from, copy and / or distribute such outcomes and deliverables without the prior consent of and / or reference to the service provider.

SPECIFICATION FOR HIRING OF PLANT AND PLANT OPERATORS FOR MANAGEMENT AND MAINTENANCE OF REBONE LANDFILL SITE FOR THE DURATION OF 36 MONTHS.

- 1) Detail of the Landfill
 - Rebone Landfill Site in Steeiloop.
 - a) This contract provides for the supply of plant, tools, equipment and management necessary to operate the Rebone Landfill Site in an effective and environmentally sound manner.
 - b) The Landfill is an existing Landfill, permitted as a Rebone Landfill Site.
 - c) The Tenderer must ensure a proper understanding and interpretation of operational details of the Landfill included inter alia in the following plans viz:-
 - i) Location map
 - ii) Minimum Requirements for Landfill Operations (2 nd Edition D.W.A.F.)
 - iii) Landfill Permit requirements
- 2) Operations
 - a) The Contractor is required to comply with specifications of the design & construction plan at all times
 - b) The operation of the Landfill site must be done in accordance with all the requirements & legislation applicable.
 - c) **General Description.**
 - i) This contract provides for the supply of all plant, tools, equipment, and management necessary to operate the Rebone Landfill site in an effective and environmentally sound manner
 - ii) The Rebone Landfill site is classified and permitted as a G: S: B⁻ landfill for general waste with no significant leachate production (G.S.B.-)
 - d) **Source of waste**
 - i) The waste consisting of domestic-, business-, garden- and commercial waste originates from Rebone Township with an estimate of 40 surrounding villages.
 - e) **Waste quantities**
 - i) The employees on site will keep detail record of all volumes of refuse as per prescribed documentation
 - f) Waste Types
 - i) The Landfill is licensed as a G.S.B. – Landfill for the handling & disposal of (G) Waste.
 - ii) The Contractor will be required to handle all incoming waste which include:-
 - (1) Domestic waste
 - (2) Garden / organic waste

- (3) Builders rubble
- (4) Dry industrial waste
- (5) Commercial waste
- (6) Bulky waste
- (7) Animal carcasses
- iii) (H) Hazardous waste is not acceptable at the Landfill site.

(1) The Contractor must ensure at the point of entry that, by means of physical inspections of the each load, that no Hazardous Waste shall be disposed of at the site

(2) The Contractor must contain all such Hazardous Waste & immediately & ensure that all such (H) Waste be handed in accordance with the " Minimum Requirements" to be disposed of at an (H) Waste disposal-site a.s.a.p.

g) Recording of data.

i) The municipality will record all relevant details of any person, vehicle or operator who enters the Landfill Site

ii) Any attempts to disposed of unacceptable & or (H) waste on the Landfill must be diarized.

iii) Advise of the locality of the nearest (H) waste facility where such waste can be safely disposed of , and a removal service must rendered to such clients at the clients cost

iv) The Head of the Solid Waste Division should be informed accordingly

h) Quality & Standards

i) The Contractor must ensure to perform excellent quality service in compliance with the following regulations / by-laws / plans viz:-

- (1) Construction / Design Landfill-plan
- (2) Minimum Requirements for Landfill Operations (2nd Edition D.W.A.F.)
- (3) Landfill Permit requirements
- (4) Mogalakwena Solid Waste By-Laws
- i) Legislative Framework
- A. NATIONAL POLICIES
 - 1. Policies
 - 2. Environmental Management Policy
 - 3. Integrated Pollution and Waste Management Policy
- 4. NATIONAL ACTS
 - 5. Environment Conservation Act (Act 73 of 1989)
 - 6. Housing Act (Act 107 of 1997)
- B. LOCAL GOVERNMENT BY-LAWS
- C. GUIDELINES

1. Guidelines for Preparation of the First Edition Environmental Implementation Plans and Environmental Management Plans
 2. Minimum Requirements for Landfill, 2nd edition, 1998
 3. Minimum Requirements for the Handling and Deposit of Hazardous Waste, 2nd Edition, 1998
 4. Minimum Requirements for Monitoring at Waste Management Facilities, 2nd edition, 1998
 5. The identification and classification of dangerous substances and goods
 6. Integrated Environmental Management Series: Checklists for Environmental Characteristics, 1992
- j) Measurements
- i) All waste received at the Landfill shall be measured and controlled in terms of all vehicles entering the Landfill as follows viz:
 - (1) Volumes as (m³)
 - (2) Tonnages as (kg`s)
 - ii) Details must be carefully recorded as per applicable attachment (entrance control register)
 - iii) The format of document and methodology can be reconciled from time to time as per instruction of the Divisional Head of Solid Waste Management
 - iv) The municipality shall ensure that every incoming vehicle load is checked and accurate determining its load / weigh & contents
 - v) Details to be documented (on a form or apparatus required by Waste Management) when entering the Landfill
 - vi) Reconciled measuring documentation must be handed in to the Head of Division Waste Management at the last day of each calendar month.
 - vii) Measuring documentation / apparatus must be approved by the Head of Division Waste Management
- k) Charges for disposal
- i) The contractor shall not cash charge any of the users for disposing of waste at the Landfill.
 - ii) Domestic waste will be dispose of as per the charges prescribed on the Approved Municipal Tariffs.
 - iii) Commercial-, businesses- garden / forestry- & industrial disposal clients will be required to open an account with the Municipality & must be informed at gate-control regarding the "Payment-principle"
 - iv) The invoicing for the abovementioned amount / s will be undertaken by the Municipality
- l) Operation Hours
- i) The contractor will be responsible for the operating of the Landfill everyday day during the weekdays exclusive of Saturdays, Sundays and Public holidays
 - ii) Operating times each day shall be as follows:-
 - (1) Mondays to Friday open & operational from 07:00 to 16:00

- iii) The Landfill may only be operated within the operating hours and the gates must be kept locked after operating hours.
- iv) The landfill may only operated after hours with the consent of the Manager of Solid Waste
- v) The Contractor will be required to operate the Landfill under emergency / disaster conditions at all times
- p)
- y) Nuisance control
 - i) The Contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisance such as:-
 - (1) Odors (by applying sanitary procedures)
 - (2) Dust must be controlled on all access roads as well as at the tip face by means of watering.
 - (3) Flies and rodents by applying appropriate sanitary & pest-control procedures to the satisfaction of the Divisional Head Waste Management
 - (4) Noise by ensuring that all plant silencers, etc. are in good working order
 - (5) Windblown litter by applying appropriate land filling & continuous litter picking procedures.
 - z) Waste deposition and -compaction
 - i) In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells behind the terrace berms will be as narrow as conditions permitted.
 - ii) The width of a waste cell will be determined by the by volumes (m³) of waste received per operating day as follows viz :-
 - (1) 21m - 30m wide for volumes received between 1m³ - 250m³/day
 - (2) 31m - 40m wide for volumes received between 251m³ - 500m³/day
 - (3) 41m - 50m wide for volumes received between 501m³ - 7,560m³
 - iii) The final width of the working face is determined by the volume of traffic, the number of manually offloading trucks and the method of compaction, and should be finally determined as per construction plan
 - iv) The cell should be constructed as follows:-
 - (1) Soil, builders rubble, relatively inert waste or suitable material accrued from the operations, shall be utilized to construct 1,5m high berms tipped at the natural angle of repose to form the sides of the proposed cell, beginning at the top of the slope
- aa) Land filling
 - i) Land filling of waste takes place in the area behind each consecutive berms to ensure controlled deposition of waste
 - ii) Waste shall be depo-land -filled at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using (6) six-passes of the landfill compactor per layer of waste
 - iii) Once compacted the height of a cell will not exceed 1,5m in any situation

- iv) In order to maximize compaction, the slope of the working face shall be at an appropriate angle of 1:3 to enable the plant to spread and compact the waste-deposit land filled at the toe of the cell upwards upon the working face.
- v) The slope shall however, not be so steep as to induce slipping of the driving wheels of the plant.
- vi) The upper horizontal surface of a cell shall be finished such that it has a fall between 1:70 and 1:40 backwards towards the working face
- bb) Covering of waste
- i) Cover material shall be depo-landfilled above the cell at the top of the ramp to enable the exposed refuses to be covered as soon as required and not necessarily only at the end of the operating day.
- ii) At the end of the day, all waste must be contained & covered within the cell
- iii) The entire waste surface area shall then be enclosed by cover material having a minimum of 150 mm and a maximum of 250 mm compacted thickness above the intermediate surface of the waste.
- iv) The final cover surface shall have a minimum slope of not smaller (\leq) than 1:70 and not greater \geq than 1:40, and shall be sufficiently uniform to ensure that run-off is encouraged to prevent the pounding of water
- cc) Landfill drainage & Storm water management
- i) The Contractor are required to comply with specifications as per LANDFILL DESIGN- / CONSTRUCTION PLAN
- (1) The abovementioned B.o.Q. + applicable plans will be AVAILABLE as attachments
- (2) The abovementioned plans will be ELECTRONICALLY AVAILABLE ON REQUEST on the date of the compulsory site-meeting date at the Waste Divisions Offices
- ii) The Contractor shall prevent undue contact between waste-water (polluted run-of) & storm-water (clean run-of) to minimize the quantity of leachate formation
- iii) Two drainage systems are required to be operated during the course of the contract. as part of landfill operations viz:-
- (1) For clean and uncontaminated run-off.
- (2) For contaminated storm water & leach-ate to be channeled to the LEACHATE management system
- iv) A system of berms and cut off drains must be constructed at the Landfill-site as per DESIGN- / CONSTRUCTION PLAN as follows viz:-
- The Contractor will be responsible for development of such system of berms and cut off drains to be constructed
 - The Contractor will be responsible for the Civil Earthworks
 - The Contractor will be responsible for the stabilization of such system of berms & drains with recovered C & D Waste (Construction & Demolition Waste) as well as with building-rubble recovered at the Landfill-site
- (4) The Contractor will be responsible to utilize "redundant tyres" to ensure the mitigation of erosion of such system of berms & drains
- (5) It must be maintained by the Contractor to ensure an effective & efficient drainage
- (6) A continuous extension and maintenance of the system is required

- I. Further Civil Construction-works of such berms & drains i.t.o. the Civil Engineering designs (concrete, steel, cement etc) will be the responsibility of Mogalakwena Municipality in accordance with appropriate funded CAPEX-projects as per approved I.D.P. (Integrated Development Plan)
- II. The floor of excavations must be kept clean and free from any obstruction to ensure appropriate CLEAN drainage of storm- & rainwater, and if storm water cannot be drained as per abovementioned requirements, the Contractor shall construct a sump equipped with suitable pumping equipment available on the landfill to ensure excavation drainage
- III. Water that had been in contact with waste will be considered as contaminated & must be contained in applicable ponds /storage-dam to be treated as follows viz:-
- IV. Treatment at the sewage purification plant or continuous evaporation onto the landfill.

dd) Plant Requirements

- i) All plant used on the landfill shall be suitable for the application and prevailing Landfill conditions and of adequate rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of noise ,dust and air pollution.
- ii) Properly qualified and experienced operators shall operate the plant
- iii) In the event of a break down occurring the Contractor shall be capable of calling upon such backup plant as is necessary to ensure that the proper operation and maintenance of the Landfill is not placed in jeopardy.
- iv) The Contractor shall submit a description, on request by the Municipal Waste Management Officer, of his proposed plant complement, as well as a description of his backup or breakdown and workshop facilities.

ee) Personnel

- i) The Contractor must state in the data schedules at the time of tendering the number, designation and qualifications of all staff to be employed

ff) Recycling

- i) No scavenging will be allowed on the landfill but controlled recycling of waste are required under supervision , control & management of the Contractor
- ii) A specific D.o.C. (Drop- off-Center) for the recyclables must be set aside in compliance with the following minimum requirements viz:-
 - (1) 1 x Tube-Guzzler system must be installed for recycling of all fluorescent tubes & bulbs.
 - (3) 1 x Collection cage equipped with appropriate containers , to the satisfaction of the Municipal Waste Management Officer, for the following commodities respectively each viz:-
 - (a) Plastic
 - (b) Paper (common mix)
 - (c) Glass
 - (d) Metal
 - (e) E-Waste (T.V.' s; P.C.'s etc)
 - (5) The D.o.C. must be easy-accessible with all-weather entrance road
 - (6) No fire/s will be allowed at the D.o.C.
- iii) The Contractor will be required to enter into a SUB-CONTRACT with a LICENSED R.P.F. (Recycling Processing Facility) doing reclaiming on site as follows :-

- (1) Removal of recyclables to the R.P.F. (Recycling Processing Facility) must be undertaken on a weekly basis by the Contractor
- (2) The Contractor will be the accountable for the R.P.F. (Recycling Processing Facility) operations as follows viz:-
 - (a) Ensure that all O.H.&S. measures are adhered to by R.P.F. (Recycling Processing Facility) personnel on the Landfill
- (3) Ensure applicable skilling & training of the members of the R.P.F. (Recycling Processing Facility)
- (4) The Contractor will be required to accommodate a R.P.F. (Recycling Processing Facility) subjected to terms & conditions of :-
 - (c) The Minimum Requirements for Land filling (D.W.A.F.)

gg) Wet Weather Cell

- i) An easy assessable wet weather cell must be constructed close to the site entrance for use under abnormally wet weather conditions.
- ii) This wet weather cell should have enough capacity to accommodate at least one (1) x week's waste.
- iii) This cell must be constructed and operated in the same manner as the standard cells.
- iv) It must have a well drained all weather access road to ensure vehicles access in wet weather.
- hh) Vehicle stuck on site
 - i) The Contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.
 - ii) The Contractor shall have available on site at all time's heavy-duty towropes or tow bars, and shall assist any vehicle, which becomes stuck on the site with minimal delay
 - iii) Stuck vehicles must be towed out
- ii)
 - II) Animal carcasses
 - i) The Contractor shall provide and maintain at all times a lockable OTWAY-PIT (approved per building plan) solely for the disposal of animal carcasses
 - ii) All carcasses must be pre-treated with SANYZYME enzymes as required by the Divisional Manager Solid Waste as follows viz:-
 - (1) Each carcass must be dipped & submerged into a appropriate container with SANYZYME dilution before deposition into the carcass pit.
 - iii) The carcass pit operations are subjected to deviations for not longer than 30 x (thirty) days as follows:-
 - (1) the carcass-Pit trenching burial system should be at least 1.8 m deep and adequate cover material are available for immediate use
 - (2) The Contractor ensure that all carcasses disposed of are covered immediately & are not allowed to remain uncovered longer than 45 min`s

(3) Cover must be a minimum of 0,750m thick ENSURING complete coverage with no protrusions of feet, hoofs, tails, heads, horns, etc.

mm) Meetings and site inspections

i) During the execution of the contract, the Contractor and the Divisional Head or delegated official of Mogalakwena Solid Waste shall meet at approximately monthly intervals (every last Thursday of the month at 09:00)

ii) The Contractor shall ensure that a member of his staff ,who is sufficiently senior to be able to make operation decisions and commitments, as well as being familiar with the operation of the Landfill, is always in attendance at these meetings.

iii) The meetings will be held to discuss all and any matters relating to the operations of the Landfill, and to update and review the operational plan.

iv) Decisions made will be minuted and will be binding on these parties

oo) Record keeping

i) The municipality shall maintain detailed daily records of the following and these shall be available for inspection at all times:-

(1) The municipality shall keep a entrance control register as prescribed by the Divisional Head Mogalakwena Solid Waste as follows viz:-

(a) Name & address

(b) Type of waste

(c) Volumes

(d) Details of entrance vehicle

(e) Number of loads (including the registration and size of each vehicle)

(f) Daily quantities of waste handled (in terms of volume).

(2) Site diary

(a) Complaints

(b) Accidents

(c) Breakdowns and stoppages

(d) Rainfall

(e) Hazardous material turned away.

(3) Site instruction book

(a) A site-instruction book be available at the gate for periodic instructions from supervisory personnel from the Solid Waste Division

(4) Reports

(a) A monthly report must be compiled and submitted to the client not later than the 10 th day of the following month

(b) Failure to comply with this date of submission will result in penalties being imposed

pp) Scattered waste

i) The keeping of the site and its surrounds neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation.

ii) This must be performed daily.

qq) Notice board & signposting

i) The contractor shall supply and erect at an approved locations weatherproof notice boards & signposts as follows viz:-

(1) In accordance with the Minimum Requirements of the DWAF

(2) As per instruction of the Divisional Head Solid Waste

rr) Berms and storm water drainage channels

i) Construct and maintain in accordance with the DESIGN-AND CONSTRUCTION PLAN berms & storm water drainage systems

ii) Keep all berms and storm water channels in good DESIGN & WORKING condition

uu) Maintenance of the site

i) The Contractor shall maintain all aspects of the Site in order to ensure its smooth and efficient operation and prevent undue deterioration of any item.

ii) The Contractor shall bear all maintenance costs other than the cost of materials required as a result of normal wear and tear.

iii) Should it at any stage be evident that a large repair has resulted because the Contractor did not take action at an earlier stage, and that the Contractor has no good reason for not having taken earlier action, the cost of that repair will be for the Contractor's account

iv) In maintaining the site, the Contractor will be expected to perform maintenance work on his own initiative

vv) Vegetation control

i) The Contractor shall be responsible for the cutting of grass, undergrowth & shrubs as follows viz:-

(1) At all completed cells

(2) Along the entrance roads 2m wide on both sides

(3) Around outside of landfill fencing 5m wide on both sides

(4) Around the leachate dam / s 5m wide

(5) Around boreholes 2m wide

(6) All entrance roads to boreholes 5m wide

(7) Mitigation & control measures of all alien vegetation must be implemented within the proclaimed Landfill & other abovementioned areas

ww) Design Plan / Construction Plan

i) The design- & construction plan must be adhered to at all times, of which electronic copies are also available on request

ii) The reconciled OPERATIONAL PLAN + report are required to be available with each and every "Landfill-audit" programme AS PER Permit Conditions and the Minimum Requirement 2nd Edition

- (1) The adherence to this requirements is compulsory
- (2) A copy is electronically available on request
- 3) Action Plan
 - a) The Contractor shall execute the specifications to carry out the operation
 - b) In addition the Contractor shall also comply with minimum requirements of the plant and personnel complement to carry out the plan
 - c) Whenever required by the Head of Division Waste Management, the Contractor shall furnish in writing such additional particulars concerning the operation, plant, personnel, etc., as he may require
 - d) Neither the Head of Division Waste Management nor a delegated official shall relieve the Contractor of any of his duties or responsibilities under the Contract. Only the accounting officer of the institution has got the right to terminate the contract.
- 4) Schedule of plant to be deployed (Read with the Organizational-Layout Plan)
 - a) The Tenderer must deploy minimum required plant viz:-
 - **6 x Recycling-skip**
 - **1 x Chain-saws**
 - **1 x 26 ton Landfill-compactor and 1x excavator**
 - **1 x Back-actor (TLB)**
 - **1 x Tipper Truck**
 - **1 x Water Tanker (minimum 7 500 liters)**
 - **1 x Brush-cutters**
- 5) Schedule of Staff & Workmen (Read with the Organizational-Layout Plan)
 - a) The Tenderer must employ the following staff & workmen as detailed in the space below & to be read with the organizational layout as required
 - i) Details of I.W.M.S.A.-membership of staff and workmen must be completed by the Tenderer
 - ii) Table staff requirements

CATEGORY	NUMBER	MEMBER OF I.W.M.S.A.
Operational & Administration Manager	1	Required
Team leaders // Drivers	5	Not-required
Labourers // Small Machine Operators	2	Not-required

- b) Labour returns
- c) It is required that the Contractor shall submit labour returns by means of "Timesheets" & "Salary-rates being paid" for the following staff as follows viz:-
 - i) Operational (landfill site Manager) & Administration Manager
 - ii) Team leaders
 - iii) Labourers
- d) Complete timesheets shall serve as Proof of Evidence for monthly payments and must be attached to the Tax-Invoice for submission

- e) Deviations of contract requirements will be forwarded to the Contractor by the Regional Waste Management Officer Mogalakwena Solid Waste on abovementioned format
- f) Deviations will be recorded by means of monthly audits and penalties shall apply as follows viz:-
- i. Failure by the Contractor to open or to operate effectively all or some tender conditions on any of the operating days viz:-
 - o R5,000-00 for the first occurrence, escalating by R5,000-00 for each further occurrence to a maximum of R 20,000-00 per occurrence monthly
 - ii. Failure by the Contractor to provide personnel as per organizational layout to operate on any of the operating days viz:-
 - o R2,000-00 for the first hour or part thereof, escalating by R2,000-00 for each further one hour period or part thereof to a maximum of R 20,000-00 per occurrence monthly
 - iii. Any proven deviations from any of the operating conditions viz:-
 - o R5,000-00 for the first occurrence, escalating by R5,000-00 for each further occurrence to a maximum of R20,000-00 per occurrence monthly
 - iv. Unacceptable attendance to complaints from the public to the Municipal Waste Management Officer within 6 x hours of occurrence.
 - (1) R5,000-00 for the first occurrence, escalating by R5,000-00 for each further occurrence to a maximum of R20,000-00 per occurrence monthly
- v) Should the Contractor not comply after the third penalty imposed for the same requirement not met, he will make himself or herself liable to the termination of the contract.
- d) Performance audit-form, appropriately signed by both parties, is required to validate the payments-advice
- 9) Data capturing
- a) Entrance control registers must be kept as part of the recordkeeping
 - b) The keeping of a manual register for signature purposes will be require at all times
- 11) Maps
- a) Locality Map
 - b) Layout Map
- C. PRICING INSTRUCTIONS & BILL OF QUANTITIES
- 1) GENERAL
- a) The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices
 - b) The Bills of Quantities record the Contractor's rates for providing supplies, services, removals, transportation, storage , disposal + treatment , engineering , construction and other works in accordance with the Scope of Work
 - c) The terms of payment are established in the contract data
 - d) The Bidder's obligations in pricing the bid-offer and the Employer's undertakings in the checking and correction of arithmetical errors is confirmed here-with.
- 2) DOCUMENTS MUTUALLY EXPLANATORY

- a) The documents forming the Contract are to be taken as mutually explanatory of one another
- b) The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with all Conditions of the contract.

3) DEFINITIONS

a) For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:-

- i) Unit = The unit of measurement for each item of work as defined in the Contract specifications
- ii) Quantity = The number of units of work for each item
- iii) Rate / Price = The payment per unit of measurement
- iv) Amount = The rate bid for total number of units
- v) Contract Price = Total amount for the contracted section of the tender requirements

4) DESCRIPTIONS

a) Descriptions in the B.o.Q are abbreviated and comply generally with those in the specifications

b) Specification read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified

c) Should any requirements of the measurement and payment clause of the applicable specification, or the Scope of Work, conflict with the terms of the B.o.Q. the requirements of the specification or Scope of Work shall prevail.

5) REFERENCES

a) The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the B.o.Q.

b) The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items

c) Further information and specifications may be found elsewhere in the contract documents

6) UNITS OF MEASUREMENT

a) The units of measurement indicated in the B.o.Q. is metric units

b) The following generic abbreviations will be applicable & utilized in the B.o.Q:-

- 1. % = per cent
- 2. h = hour
- 3. ha = hectare
- 4. kg = kilogram
- 5. k l = kilolitre
- 6. km = kilometer
- 7. km-pass = kilometer-pass

8. Kw = kilowatt
9. l = litre
10. m = meter
11. mm = millimetre
12. MN = mega Newton
13. MN-m = meganewton-metre
14. MPa = mega Pascal
15. m² = square meter
16. m³ = cubic meter
17. m³-km = cubic meter-kilometer
18. m²-pass = square meter-pass
19. no = number
20. PC sum = Prime Cost sum
21. Prov Sum = Provisional Sum
22. sum = lump sum
23. t = ton (1 000 kg)

7) NET MEASUREMENTS

a) Unless otherwise stated, items will be measured in accordance with the specification; descriptions, and no allowance is made for off-cuts and waste

8) NB! QUANTITIES

a) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works

b) The Contractor will be required to undertake whatever quantities may be directed by the Divisional Head of Mogalakwena Solid Waste from time to time

9) CURRENCY

a) All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents.

b) Fractions of a cent shall be discounted.

10) VALUE ADDED TAX

a) V.A.T. shall be inclusive in submission of the rates and sums contracted for the various line items of work in the Bill of Quantities

11) RATES AND PRICES

a) General

i) The Contractor must price each item in the Bill of Quantities in BLACK INK

ii) REPRODUCED COMPUTER PRINTOUTS of the Bills of Quantities will not be acceptable

- iii) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items.
- iv) Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and profit.
- v) Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- vi) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities
- (1) Separate additional payments will not be made.
- vii) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not.
- viii) An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill.
- ix) The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- x) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- xi) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- xii) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.
- b) Rates only-items
 - i) The Contractor shall fill in a rate (in the rate column) against all items where ONLY the "rate" is required, which rate will constitute payment for work which may be done in terms of this item
 - ii) Such "rate" items are used where it is estimated that work will be required where the quantity is substantiated by additional information regarding hours, volumes etc. to determine a line-item costing
- c) Arithmetic
 - i) The Contractor shall enter an applicable rate / price in the appropriate-column of the Bill of Quantities for each scheduled item.
 - ii) The Contractor shall calculate the total amount for each "group-of-items" in the Bill of Quantities
 - iii) He shall also enter an appropriate sum in the total amount-column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.
 - iv) If there is an error in the line item resulting from the calculations it will be corrected by the Employer in determining the price.
 - v) Where there is an error in addition, either as a result of corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the price

12) VARIATION IN TEXT

- a) No alteration, erasure or addition is to be made in the text and/or the Bill of Quantities.
- b) Should any alteration, erasure or addition be made, it will not be recognized.
- c) The original wording of the Bill of Quantities will be adhered to

13) ESCALATIONS

- a) The annual price increase will be calculated in accordance with the following viz:-
 - i) Annual C.P.I.X. for the Republic of South Africa for the specific Sector
 - ii) The Contractor will be expected to submit annually Proof of Evidence for the increase as certified and calculated by qualified Auditors or accountants.

14) BILL OF QUANTITIES

- a) Having examined the general specifications, plans for the operation and maintenance of the abovementioned works
- b) I / We offer to operate and maintain the whole of the said works in conformity with the general conditions and plans as amended by the "Alterations by Tenderer" (if any) attached hereto
- c) In the event of there being any errors of extension or addition in the price, I / We agree to being corrected, the corrected rates being taken as correct
- d) I / We undertake to operate and maintain the whole of the works comprised in the Tender for the duration stated in the Tender

2) EXPERIENCE

- a) 5 x years relevant Landfill-management experience is required
 - i) Service certificates (inclusive of audit-results) i.t.o. operations of a G.S.B. Landfill-Site (or higher classification) is required from the relevant Local Authority/s

Schedule of work satisfactorily carried out and currently done by the Tenderer

(List contracts of the same nature and extents successfully completed)

(Insert as Proof of Evidence original or certified Service-Certificates of each contract successfully completed)

Client Consultant

(Where Applicable) Contract Value Proof of Evidence (P.o.E.) attached (Nature and Location of Work)

3) MEMBERSHIP

- a) 2 years membership with the Institute of Waste Management of Southern Africa (I.W.M.S.A.) is required
- b) A original or a certified copy of a valid Membership-Certificate is required from the relevant authority

6) INFRASTRUCTURAL REQUIREMENTS

- a) The prospective Tenderer provide the prescribed INFRASTRUCTURE on site as required
- b) Failure to provide on-site evidence, the Tenderer must submit appropriate, applicable and approved guarantees that the minimum required INFRASTRUCTURE will be operational within 30 x days after the letter of appointment by the Accounting Officer

EVALUATION CRITERIA

THERE WILL BE FOUR (04) STAGES OF EVALUATION

Evaluation of technical proposals will be done according to the Guidelines in Supply Chain Management: A Guide for Accounting Officers of Municipalities and Municipal Entities (National Treasury) using the Quality-Based Selection method with criteria as listed in tables below

STAGE 1

7.1.1 ADMINISTRATION COMPLIANCE

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirement/conditions, will be eliminated from further evaluation.

Critical Criteria

The following criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation.

- Certified Copy of ID`s for both Directors
- Tax Clearance certificate /Tax pin
- Provide Central supplier Database (CSD)
- All pages of the Municipal Bid Document must be initiated and signed where required.
- Signed J/V agreement submitted (where applicable)
- Copy of municipal rates and taxes statement of account which is not older than three (3) months or lease agreement together with the municipal rate for the owner or letter from local authority.

STAGE 2

7.2.2 PREQUALIFICATION- SPECIFIC GOALS

This is a pre-qualification tender to advance certain designated groups in terms of National Treasury's Preferential Procurement Regulation 2022

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Colored or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within the Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

STAGE 3

7.3.3 EVALUATION ON FUNCTIONALITY

CRITERIA	WEIGHT	MAXIMUM POSSIBLE SCORES
BANKING RATE		20
Bank Rate A	20	
Bank Rate B	10	
Bank Rate C	5	
Bank Rate D-H	0	
WORK ORDER WITH APPOINTMENT LETTER & COMPLETION LETTER		20
Work order of R 500 000 – R1 000 000	20	
Work order of R101 000- R 500 000	10	
Work order less than R1 00 000	0	
COMPANY PROFILE		40
Bidder must provide company profile with products specification and products catalogue		

5 - 10 years' experience with registration of IWMSA	40	
3 - 4 years' experience with registration of IWMSA	35	
1 – 2 years' experience with registration of IWMSA	25	
1 X EXCAVATOR; 1 X TLB;1 X 26 TON LANDFILL -COMPACTOR; 1 X TIPPER TRUCK; 1 X WATER TANKER NB: Tenderers should attached certified proof of ownership certificates for the vehicle mentioned above if they own such vehicles. In case of hired vehicles, tenderers will be required to attach a letter of undertaking by hiring firm indicating that they will provide the tenderer with such vehicle should the tenderer become a successful bidder. The hiring company should also provide certified proof of ownership for such vehicle.		20
• All owned by company	20	
• Part of the plant	10	
• Signed lease agreement	5	
TOTAL		100

The bidder must obtain a minimum score of 70% of points allocated for quality (functionality) to qualify for further evaluation.

Stage 4.3.4: PRICE AND PREFERENCE

- a) The project is below 50 million and the preferential points of 80/20 will be applicable as per PPPFA OF 2000, PPR, 2022

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

**MBD1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA MUNICIPALITY

BID NUMBER:..... CLOSING DATE:.....

CLOSING TIME:

DESCRIPTION.....
.....
.....

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

DEPOSITED IN THE BID BOX SITUATED AT
Mogalakwena Local Municipality
54 Retief Street
Mokopane
Limpopo Province; 0601

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY

OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

.....
.....

POSTAL ADDRESS:

.....
.....

RESIDENTIAL ADDRESS:

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

TELEPHONE NUMBER:

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

CELLPHONE NUMBER:

FACSIMILE NUMBER:

CODENUMBER.....

VAT REGISTRATION NUMBER:

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

WITNESSES

NAME..... ID NUMBER..... SIGNATURE.....

NAME..... ID NUMBER..... SIGNATURE.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

DECLARATION OF INTEREST (MBD 4)

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make 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.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state?
YES / NO

3.8.1 If yes, furnish particulars.

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

- a member of –
- any municipal council;
- any provincial legislature; or
- the national Assembly or the national Council of provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- a member of the accounting authority of any national or provincial public entity; or
- an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?
YES / NO

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
YES / NO

3.10.1 If yes, furnish particulars.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, 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. **YES / NO**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Number	Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

POSITION

SIGNATURE

DATE

MBD 6.1

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

MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by	Number of points allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)

	the organ of state)	(To be completed by the organ of state)	(To be completed by the tenderer)	(To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

Item	Question	Yes	No
4.1	<p>Is the Tenderer 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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Tenderer 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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

POSITION

SIGNATURE

DATE

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

TENDERERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**

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

.....
.....

1.2. If no, un-audited financial statements must be submitted with your tender.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

2.2. If yes, provide particulars.

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

3. 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, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

POSITION

SIGNATURE

DATE

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf of _____ that:
 (Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.

- 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 tender invitation relates.
- 9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

POSITION

SIGNATURE

DATE

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)

This Standard Tendering Document (MBD) must form part of all tenders invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Important Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8 make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise with the specific tendering condition that only locally produced or manufactured goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraphs 1.2 above, a two stage tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) as a percentage of the tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:
$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the tender price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) on the date of advertisement of the tender as required in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost

- 1.6. A tender will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the tender documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this tender is/are as follows:**

Description of services, works or goods	Stipulated minimum threshold
	%

	%
	%

3. Does any portion of the services, works or goods offered have any imported content? **YES / NO**

3.1 If yes, the rate(s) of exchange to be used in this tender to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency on the date of advertisement of the tender.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the SARB rate(s) of exchange used.

4. Where, after the award of a tender, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER No.

ISSUED BY: (Procurement Authority / Institution):

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderer.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Tenderers should first complete Declaration D. After completing Declaration D, tenderers should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the tender documentation at the closing date and time of the tender in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the tenderers for verification purposes for a period of at least

5 years. The successful tenderer is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as.....

of

..... (name of Tenderer entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Tender price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286:2011	

If the tender is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE:

WITNESS No. 1

DATE:

WITNESS No. 2

DATE:

GENERAL CONDITIONS OF CONTRACT (National Treasury)

GOVERNMENT PROCUREMENT: General Conditions of Contract

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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 "Contract 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 consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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" mean 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 coSTS2 (Edition 2) are inclusive of the coSTS2 (Edition 2) abroad, plus freight and other direct importation coSTS2 (Edition 2) such as landing coSTS2 (Edition 2), 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 productions 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

3.1 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 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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 best 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

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, teSTS2 (Edition 2) 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, teSTS2 (Edition 2) 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, teSTS2 (Edition 2) 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, teSTS2 (Edition 2) 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, teSTS2 (Edition 2) 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 analyzed 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 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 and 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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 those 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 uses 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 coSTS2 (Edition 2) to the purchaser.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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 fulfilment 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser on 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, 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 shall quantities or to have minor essential services executed if any 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 the GCC Clause 23.

GOVERNMENT PROCUREMENT: General Conditions of Contract

23. Termination for default

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess coSTS2 (Edition 2) 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:

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

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

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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 be endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable 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 Clause 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.

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27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and 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.

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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 coSTS2 (Edition 2), 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.

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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 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 contracts 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.

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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 contract or order or the conditions, stipulation 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.

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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 terminated 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.