

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**

RE-ADVERTISEMENT

**TENDER NO: 05-2023/2024
ADVERT DATE: 01 FEBRUARY 2024**

CLOSING DATE: 06 MARCH 2024

TIME: 12:00 P.M

NAME OF TENDERER: _____

TENDERED AMOUNT: _____

TENDER SUM IN WORDS: _____

CONTACT PERSON : _____

CELL NUMBER : _____

FAX NUMBER : _____

OFFICE NUMBER : _____

EMAIL ADDRESS : _____

CSD NUMBER : _____

POSTAL ADDRESS : _____

TENDER NOTICE AND INVITATION TO TENDER

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project.

The details of the project are as follows:

RE-ADVERTISEMENT				
PROJECT NAME	TENDER NUMBER	ADVERT DATE	COMPULSORY BRIEFING	CLOSING DATE
HIRING OF PLANT AND PLANT OPERATORS FOR MANAGEMENT AND MAINTENANCE OF REBONE LANDFILL SITE FOR THE DURATION OF 36 MONTHS	05-2022/2023	01-February-2024	Friday: 09-February 2024 @ 10h00am Rebone Landfill Site, Rebone, Steilooop	06-March-2024

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.

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 **12H00p.m on the 06 March 2024**, when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor.

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.

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

Enquiries related to this tender must be addressed to Mr. ML Mashishi Community Manager on 015 491 9723 and for administrative enquires should be directed to Supply Chain Management at 015 491 9649/9662

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.

**M.M MALULEKA
MUNICIPAL MANAGER
54 RETIEF STREET
MOKOPANE
0601**

Notice No:27/2024

1. Bid documents are available on the e-tender website and must be downloaded.
2. There will be a compulsory briefing session will be held on the **09 February 2024 @ 10h00am**, Rebone Landfill Site, Rebone, Steiloop.
3. Bid documents must be in a sealed packaging clearly marked: **“Hiring of Plant And Plant Operators for Management and Maintenance of Rebone Landfill Site for the Duration of 36 Months”** and must be placed in the bid box at the Municipal offices, Mogalakwena Local Municipality, 54 Retief Street, Mokopane not later than **06 March 2024 @ 12H00**, where after the bids will be opened in public at the Municipal offices.
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), Functionality (minimum qualifying score 70 out of 100), and 80/20 Preference Point system (price = 80 & Specific goal = 20)**
5. Please note that no bid documents sent through via couriers will not be signed for by Mogalakwena Local Municipality.
6. Please note that no bid documents sent by electronic mail or post will be accepted by Mogalakwena Local Municipality.
7. Mogalakwena Local Municipality will not be responsible for bids submitted late.
8. Bids will remain valid for 90 (Ninety) days. Validity period will only be extended once as prescribed in the Mogalakwena Local Municipality Supply Chain Management Policy
9. All bids will be adjudicated based on the prescribed criterion as stipulated in this document.
10. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
11. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant’s rights have been affected; and (c) the remedy sought by the objector or complainant.
12. Any objection or complaint must reach the Municipal Manager within a 14-day period after award has been made. Late objections or complaints will not be entertained.
13. All bids must be submitted on the official forms provided.

(a) **DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

Bidders must be registered on CSD and provide their registration number on the tender/ quotation document

Bidders **must** submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a **USB** containing the scanned bidding documentation)

(b) **COMPLETION OF THE DOCUMENT**

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.

- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed.
- ✚ ***In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.***
 - **MBD 1** must be fully and correctly completed.
 - **PRICING SCHEDULE** must be fully completed and signed.
 - **MBD 4** -only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
- ✚ ***In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.***
 - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
- ✚ ***In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*** (complete if applicable)
 - **MBD 6.1** – must be fully and correctly completed.
 - **MBD 8** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
 - **MBD 9** - must be fully and correctly completed.

- **SECTION 38** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully and correctly completed

✚ Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached!

- **SIGNATORY AUTHORISATION** – must be fully and correctly completed.

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION AND AFFIDAVITS WHERE APPLICABLE, BIDDERS ARE REQUIRED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors’ address must be attached; or

Valid lease agreement of the director/s with all critical contractual obligations or,

An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or

If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company’s’ address must be attached; or

Valid lease agreement of the company (showing all critical contractual obligations, or

An original letter from a tribal authority not older than three (3) months if the company is operating from a

tribal, or

If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!

THE COMPANY ADDRESS WRITTEN ON THE TENDER DOCUMENT, AND STATEMENT SUBMITTED MUST BE THE SAME AS THE ONE REFLECTING ON THE CSD REPORT FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE

Required CIDB Grading Certificate where applicable.

Signatory resolution – Please attach a copy of Signatory resolution where instructed.

If the submission is from a Joint Venture, then a JV agreement must be attached.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

VERIFICATION OF DOCUMENTS AND INFORMATION.

Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)

CIDB Grading will be verified where applicable.

Sworn Affidavits will be accepted only if its originals submitted.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

A tender document must be in a sealed packaging that has the bid number and bid description on the outside. Both the bid number and the bid description must be on the packaging for the document to be acceptable.

If the bid number and description are not clearly marked on the packaging, the bid will not be accepted

The tender document must be in the tender box before the specified closing time and date.

Submissions which arrive when the tender box is open are considered late.

(c) **ADDITIONAL TENDERING CONDITIONS**

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. Bidders must be registered on CSD.
4. Only black pen ink must be used for completing the tender document.
5. Documents must not be completed electronically.
6. Electronic signatures are not allowed.

7. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
8. Bidders must submit both a hard copy document and an electronic tender document in the form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with scanned bid documentation)
9. Mogalakwena Local Municipality will not accept documents which are not in envelopes and clearly marked with the bid number and description.

NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION

TERMS OF REFERENCE/ SPECIFICATIONS

1. SCOPE

This specification covers the requirements for the operation, management and maintenance of the Rebone landfill site. It gives a general description of the site and the facilities available and covers the day-to-day requirements for receiving, depositing, spreading, compacting, composting and covering waste and the maintenance of the facilities on the site to ensure an effective operation in accordance with the conditions of the operating permit issued therefore.

The scope of work will include but will not be limited to the day-to-day operations and maintenance of the existing Rebone Landfill Site, for the duration of 3 years, all in accordance with the *Minimum Requirements for Waste Disposal by Landfill, 2nd Edition*, 1998 (Department of Water and Forestry), the Waste Management Permit and the Operations and Maintenance Plan.

2. INTERPRETATION

1.1 Definitions

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

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

Cell: A body of waste which has been placed between waste berms covered with soil, soil berms or builder's rubble berms, compacted and enclosed by cover material.

Clean greens Compostable waste derived from garden waste (gardens and parks), which has not been mixed with other waste categories.

Commercial waste Solid waste generated by stores, offices and other activities not involved in manufacture.

Monitoring Committee (MC) Committee consisting of representatives of the Rustenburg Local Municipality, the engineer, the general public, stakeholder and operating contractor responsible for maintenance of the operational standard and advising on tariff structures.

Community Monitoring Committee (CMC) A Committee comprising interested and affected parties, who together with the Management Committee shall act as a Monitoring Committee as contemplated in terms of Section 11.2 of the "Minimum Requirements" for Waste Disposal by Landfill.

Compaction density	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.
Compost	Organic waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.
Contractor's enclosure	An area allocated to the contractor for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	Soil or other suitable material that is used for enclosing a body of compacted waste and may include builder's rubble
Daily cell	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	Solid waste that originates in a residential environment.
Employer	The employer will be the Mogalakwena Local Municipality.
Engineer	A suitably qualified person who may from time to time be appointed by the employer to act on his/her behalf.
Financial Manager	Means the duly appointed natural or juristic person or partnership or any other financial expert appointed from time to time by the employer, to act on their behalf in regard to certain financial aspects of the administration and execution of this contract.
Garden waste	Plant clippings, pruning and other discarded material from gardens in a municipal area.
Hazardous waste	An inorganic or organic element or compound that, because of its toxicological, physical, chemical or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment.
Industrial waste	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing.
Landfill gas	Typically, malodorous gases generated during the decomposition of waste.

Leachate	The contaminated aqueous liquid which results when water percolates through decomposing waste, and which may migrate from a landfill site and represent a pollution threat.
Lift	A completed layer of one cell in height and usually comprising numerous adjacent cells.
Methane gas	A major component of landfill gas generated in the methanogenic phase of waste composition. Where methane concentrations reach between 5% and 15% of atmospheric gas, landfill gas represents an explosion hazard, as well as a potential health risk.
MRF	Materials Recovery Facility
Notifiable waste	Waste, whether dry or liquid, that is potentially toxic or hazardous, and that requires special handling to avoid illness or injury to persons or damage to property (also refer to “Minimum Requirements for Waste Disposal by Landfill, 1998”).
Paper pulp waste	Waste formed during the re-pulping and de-inking of waste paper for conversion of the resulting pulp into a number of products. The short fibres together with impurities such as glue, ink and other materials associated with the waste paper, are separated and end up as waste.
Radioactive waste	Waste with a specific activity of more than 74 becquerels per g (Bq/g) and total activity more than 3,7kBq(0,1uCi). Disposal of radioactive wastes in a landfill is prohibited.
Safe disposal	The process whereby spoilt foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector and/or site supervisor.
Salvaging	The controlled and/or uncontrolled process of recovering any material, gas, compost, or other matter from the waste for benefit.
Sanitary landfill	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilising the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary.
Solid waste	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Ton	1 000kg.
Institutional,	Solid waste originating from educational, hospital, health care or medical waste research facilities.
Waste to cover ratio	The ratio of volume of compacted waste to volume of cover material.
Working face	That portion of the disposal site where waste is discharged before being compacted and enclosed by cover material.

The operations and maintenance work consists of the following:

- Daily receiving, depositing, spreading, compacting, and covering of the solid waste and the recording of information.
- Importing of cover material (only if required and authorised by the Client)
- Clearing of waste spillages and wind-blown litter on a daily basis
- Leachate and water quality monitoring
- The maintenance of existing facilities and infrastructure as follows:
 - All infrastructure on the disposal facilities
 - internal roads
 - storm water channels and berms
 - contaminated storm water holding pond
 - leachate collection system and leachate holding pond
 - boundary fence of both the disposal facilities
 - rubble disposal cell
- The construction of new cut-off drains and berms as directed by the Engineer
- Monthly reporting on the following: (format to be provided by Engineer)
 - daily waste tonnage received
 - daily climatic data which consists of rainfall and A-pan evaporation.
 - monthly waste volume estimate
 - initial and thereafter annual surveyed surface level of site including the leachate and contaminated water ponds
- Control and management of reclamation activities to ensure compliance with permit conditions.
- Monthly labour statistics

3. DETAILS OF THE SITE

a. General Description

The general, the work included in this Contract is the operation, maintenance and ongoing closure of compacted waste deposited at the Rebone Landfill Site.

The Rebone Landfill Site is in Limpopo Province within the Mogalakwena Local Municipality Area.

The landfill site is situated approximately 5 km of the Rebone Township.

The infrastructure (disposal cell) has been constructed in the north-western corner of the disposal area. Access to the site will be given to the contractor to be appointed under this Contract for the operation and maintenance of the landfill site to be used for the disposal of solid waste.

3.2 Description of site and access

The site is situated at Rebone Township on land belonging to Mogalakwena Local Municipality on the farm Steilooop 403 LR.

Access to the site is along the Municipal Bulk Water Package Plant. This main entrance to the site consists of a guardhouse and gate which link up to the external fence. The access road from the site entrance to the facility entrance is a gravel road. Access to waste disposal facilities is via the gate.

3.3 Site Facilities Available

Site facilities available during operations at the Rebone waste disposal facility for this contract: The existing services building presently on site will be handed over to the Contractor for use at no cost (excepting maintenance as later specified) under this Contract for executing this Operational Contract.

The following facilities will be made available on the Rebone Landfill site for use by the Contractor at no cost (except maintenance as later specified):

3.4.1. Permanent Infrastructure. The Guardhouse, located at the entrance to the site along the road

3.4.2 Temporary Buildings

The contractor will be entitled, subject to the engineer's approval and that of the employer to erect additional temporary buildings on the site such as plant shelters, should these be required by him/her. On termination of the contract the employer shall be given the option of purchasing the additional buildings and structures so erected and failing the exercise of such option, the contractor shall demolish and remove the buildings or structures at his/her own cost and return the site in the condition it was prior to such buildings or structures being erected.

3.4.3 Facilities, equipment, items and consumables

The operator shall provide:

- Portable fire extinguishers to be provided where necessary;
- Supplies for maintenance and repairs of equipment and vehicles;
- Small tools;
- Fuel and fuel storage;
- All traffic control and direction signs;
- Any other operational signage, including tariff board;
- First aid equipment;

- Weather station
- Personal Protective Equipment (PPE); and
- Any other requirements from the Licence Holder relating to the successful and legally compliant operation of the site.

3.4.4 Water Supply

No potable water supply.

3.4.5 Electricity Supply

No Power supply on the site.

3.4.7 Housing of Employees

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

4 PLANT

All plant used on the site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown occurring, the contractor shall be capable of calling upon such back-up plant within 24 hours as is necessary to ensure that the proper operation and maintenance of the site is not placed in jeopardy.

The turnaround time for tyres repairs is 2 hours. The contractor shall keep at site at least two spare tyres at any given time.

As noted in **Clause 7.4** of the conditions of contract, the contractor shall submit with his/her bid, a description of his/her proposed plant complement, as well as a description of his/her back-up or breakdown and workshop facilities. No plant may be removed from site without written permission from the engineer/employer.

The service provider to be contracted for plant hire must be indicated on the forms provided in **Part T2**.

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

Item	Number of Plant	Remarks
32-ton Landfill Compactor	1	Full time
30-ton Track Excavator	1	Full time
10 m ³ Tipper	1	Full time
TLB	1	Full time

All plant is to be replaced within a 24-hour period if required by the Engineer or Employer and not to be older than 5 years.

5 OPERATION AND MAINTENANCE

5.1 Source of Waste

The Rebone landfill site is a regional facility for the Mogalakwena Local Municipality, although other local authorities may also make use of the site. Some industries from the surrounding area also make use of the site.

5.2 Other Sources

Should it be to the employer's benefit, the contractor may dispose of waste at the site that originates from sources other than those indicated in Clause 5.1. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the contractor's responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the site. In addition, should this position change, the contractor will be obliged to inform the employer thereof within 14 days of any such change. Any obvious abuse of this entitlement will result in the immediate cancellation thereof.

5.3 Waste Quantities

Quantities of waste generated by the participating local authorities, general public and private contractors are currently averaging about 100 000 tons per annum for all waste categories.

5.4 Waste Types

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

- Household waste;
- Garden waste;
- Business waste (non-hazardous);
- Building rubble; and
- Industrial waste (non-hazardous).

Wastes prohibited from being disposed of at the landfill include:

- Nuclear waste;
- Hazardous waste;
- Flammable waste;
- Corrosive substances;
- Oxidising substances and organic peroxides;
- Carcinogens/mutagens (see Licence for specific details);
- Infectious waste;
- Explosives;
- Compressed gases;
- Radioactive materials;
- Waste with pH less than 6 or greater than 12;

- Complexes of heavy metal cations (paint and paint sludges or laboratory chemicals); and
- Any waste which is difficult to analyse and classify.
- Tyres

Further to this, all steps must be taken to ensure that none of the following are disposed of at the site:

- Organic or inorganic elements or compounds which may have definite acute or chronic negative effects on human health and/or the environment due to its toxic, physical, chemical or persistent characteristics;
- Medical waste; and
- Scheduled pharmaceuticals.

No drums displaying the hazardous chemical sign, whether closed or open, will further be allowed for disposal on site.

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

A container for public disposal of small quantities of domestic hazardous waste may be required to be provided at the public disposal facility. The operating contractor will be responsible for the management of this facility, as well as for the safe disposal thereof and related cost. These include Motor vehicle lubricants/oil; Expired medicines or pharmaceuticals; Compact Fluorescent Lights (CFLs) and fluorescent tubes; and Batteries. This requirement will only come into effect after consultation with the regulatory authority.

Cognisance must be taken of GN R.636 of 23 August 2013 providing for the phasing out of certain waste types from being landfilled such as used tyres. Whole tyres will be accepted at the Waterval Landfill Site up until August 2018 where after NO tyres may be accepted at the site in any form as per *GN 636* and the *Waste Tyre Regulations of 2008*. The client will make arrangements with Redisa (Recycling and Economic Development Initiative of South Africa) to collect tyres, which operations must be managed by the operator.

a. Charges for Disposal

The schedule of rates for disposal of waste is approved by the Mogalakwena Local Municipality's and is announced annually to coincide with their financial year. These tariffs will be updated on the computer software annually by the Financial Manager and the contractor shall be expected to adhere strictly to the prescribed schedule. The contractor will be responsible to maintain the notice board with the applicable tariffs. No cash is handled on site and all users of the waste disposal facility, except private residents disposing of waste loads up to 1 000 kg, will pay for waste disposed of and receive receipts upon payment and a waste disposal permit issued by the Municipality.

a) Vehicles under contract to the employer.

As and when required, the Financial Manager will be furnished, on the first day of the month, with a list of registration numbers of the vehicles under direct or indirect control of the employer. These will include vehicles from participating Customer Care Centres (CCC). Vehicles under contract must submit a letter at the entrance indicating the following:

- the contract number,
- contract period,
- applicable service delivery area.

b) Private vehicles from commercial or business sources. (Account holders)

These users will be required to open an account on site or with the Rustenburg Local Municipality's Financial Manager. It is likely, for the immediate future that all accounts will be opened on site but the MLM is contemplating an alternative payment methodology which may necessitate opening of accounts elsewhere and/or online. The latter will furnish the contractor with details of private users, which have a valid account as and when the accounts are opened. All businesses will be charged regardless of the waste tonnages disposed.

c) Private residents

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

The charge will be based on the mass of waste being disposed of as determined by the approved tariffs, and a rate per ton determined by the employer. The invoicing for the above-mentioned amount will be undertaken by the Financial Manager. The employer also reserves the right to vary the rate for disposal from time to time as he/she considers necessary.

5.6 Operating Hours

The contractor will be responsible for operating the site every day, including Saturdays, Sundays and Public Holidays with the exception of Christmas day.

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

- Monday to Saturday: Open to public from 07:00 to 17:00 (Site operation from 07:00 to 17:00)
- **Sundays and public holidays (08h00 to 13h00)**, except Christmas Day.

Should it be established that the above is unsuitable, with the approval of the Engineer; the working hours may be altered accordingly and recorded in writing and on the notice board.

5.7 Use of Site after Hours

As a result of shift work done by some of the Customer Care Centres, which includes after hours waste collection from the central business districts, waste may be disposed of by such local authorities until 18:00 but only by special arrangement. The operating contractor will not be expected to compact and cover the limited number of loads that will be disposed of after hours. All other waste is however to be compacted and covered by the end of each working day.

For any waste loads other than those referred to above, prior arrangements and the employer approval will be required for the site to be opened outside of the stated operating hours.

5.8 Contractors site establishment

The contractor will have stated in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilised on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the engineer. The contractor shall ensure that the engineer/employer is, at all times, in possession of an up-to-date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded in a serious light.

5.9 Management of the gate control house (Access Control)

For the full duration of the contract the municipality shall provide at least four competent and reliable persons to manage the gate control house during normal working hours. The responsibilities of these personnel shall *inter alia* include:

- access control according to specified guidelines
- identification and diversion of potentially hazardous waste loads
- data capture at the entrance
- opening of accounts on site and verification of customer data

5.10 Site supervisor

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

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

5.11 Meetings and site inspections

As the site is classified as a G:S:B- site with a Class B liner system (GN R.636 of 23 August 2013), the establishment of a Landfill Monitoring Committee is a requirement in terms of Section 13.2 of the Waste Licence. The reason for this is that the public will be using the site, and that the surrounding land owners and communities should be regarded as affected parties. It is therefore important that a formal structure, which can be used as a forum to ensure collaboration between the MLM and the surrounding communities in respect of the optimum management of the WWMF, be established. The Landfill Monitoring Committee should consist of representatives of the following organisations:

- The Licence Holder, namely The Mogalakwena Local Municipality;
- The Waterberg District Municipality;
- The landfill contractor;
- The surrounding landowners and communities;
- The general public;
- The Department of Water and Sanitation; and

- Limpopo Department of Economic Development, Environment, and Tourism (LEDET).

During the execution of the contract, the meetings should be held at approximately monthly intervals with arrangements for the Landfill Monitoring Committee to be made by the engineer/employer. The contractor shall ensure that a member of his/her staff, who is sufficiently senior to be able to make operating decisions and commitments, as well as being familiar with the operation of the disposal site, is always in attendance at these meetings.

The municipality shall provide a boardroom and maintain a diary of meetings scheduled.

The meetings will be held to discuss all and any matters relating to the operation of the site, and to up-date and review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties. It is, however, to be noted that Monitoring Committee (MC) does not have executive powers and that decisions affecting the Mogalakwena Local Municipality need to be approved by Council.

Periodic (initially monthly) site inspections or audits will be undertaken internally and by external auditors (bi-annually) appointed by the employer. During this exercise a specially designed proforma will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the engineer and the contractor. These inspections may or may not be conducted in conjunction with the contractor at the monthly meetings. The frequency of meetings and audits will be increased if operational standards are not acceptable.

Any member of the MC will have unimpeded access to the site, provided that they report to security.

5.12 Salvage Rights

Although certain salvage rights may be awarded to the contractor, scavenging amongst the refuse at the working face will be specifically excluded. The only exception to this rule is for steel objects that can cause punctures in tyres, as well as tyres disposed of as part of the general waste stream, to be removed at the working face. Revenue generated by the contractor from the sale of such steel will be for his/her own benefit.

Sorting or recovery of other recyclable waste will only be allowed under controlled conditions at the public off-loading area only. The contractor will be required to enter into a separate contractual agreement with the employer in which the specific terms and conditions will be set out after the employer approved of the contractor's salvaging proposal.

Should the contractor not make use of his/her right to salvage, or fail to provide an acceptable salvaging proposal, the employer reserves the right to himself to perform salvage operations, or to permit a third party to do so, provided it does not have any adverse effect on the contractor's operation, and the contractor shall have no claims arising from such salvage operations.

Salvage rights may include materials sorting and recovery and any other operation of a similar nature, but excludes composting and methane gas.

5.13 Operation of the site

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

- access to the site and access control
- operation and maintenance of public disposal facility
- maintenance of access roads.
- waste deposition and compaction
- provision and placement of cover material
- control of nuisance
- provision and maintenance of fire breaks
- construction and maintenance of site drainage
- leachate control, pumping of all sumps (leachate and sub-soil) and leachate dams
- daily readings of evaporation pan (same time every day) & all flow meters installed at sumps (leachate, leakage and sub-soil water)
- record keeping (including maintenance of weather station data and equipment)
- composting of the clean greens
- general maintenance at groundwater monitoring boreholes and gas probes

The principles regarding the above are discussed below, with a view to providing the prospective contractor with a clear concept of what is expected of him/her and also to providing him/her with guidelines for drawing up his/her proposed action plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

a. Access to the site and access control

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

b. Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads permitted in accordance with the permit conditions and the "Minimum Requirements for Waste Disposal by Landfill, 1998", will be allowed on site.

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

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period. The roads must be:

- usable in both wet and dry conditions.
- comfortably able to accommodate two large passing vehicles.
- sufficiently smooth and even, to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

d. A road along the perimeter of the fence must be provided and maintained for security patrol purposes.

e. Waste deposition and compaction

Waste deposition will be conducted in adherence with the proven sanitary landfill principles (as per "Minimum Requirements for Waste Disposal by Landfill, 1998") of spreading, compacting and daily covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material on each operating day. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

The cell shall be constructed as follows:

- Screening berms are to be constructed along the outside face of the landform. Soil shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
- Internal berms are to be constructed along the sides of the cell when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,5 to 2,5m high berms tipped at the natural angle of repose before it is compacted and covered with daily cover to form the sides of the proposed cell. Landfilling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.
- The floor of the cell will have been compacted by the contractor prior to waste being placed (i.e. previous layer of covered waste).
- Remove previous cover material on the floor of the cell over an area of approximately 9m² before depositing the day's waste, to prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill.
- Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of the landfill compactor (of a minimum 32tons operating weight) per layer of waste to a density of at least 950kg/m³. Once compacted, the height of a cell will not exceed 2,5 m in any situation.
- In order to maximise compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.

The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, towards the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.

Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.

At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, intermediate cover shall be placed at a thickness of 300 mm. Builders rubble may not be used as cover

material, except for the preparation of wet weather cells, or with permission from the employer/engineer.

The finished cover surface shall have a minimum slope of 3% and a maximum slope of 5% and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.

In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each cell.

As soon as possible after completion of a lift to the final finished profile, and upon approval by the engineer, the contractor shall construct the final cover as detailed in the approved rehabilitation plan for the site, which will be in accordance to "Minimum Requirements for Waste Disposal by Landfill, 1998".

The contractor shall be seen to be working to the approved action plan.

The contractor shall immediately after the construction of a new waste cells, end-tip a maximum of one (1) meter of waste to protect the liner and to minimise desiccation of the clay liners.

- **Manoeuvring space at working face**

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

- **Animal carcasses**

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

- **Spoilt foodstuff / Liquor / Beverages**

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

Allowance for safe disposal, by appointment, shall be seven days a week.

- **Bulky waste**

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

- Wet weather

Vehicles may become stuck in the mud when the site is wet. In view of this, the contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.

A wet weather cell on the main disposal site shall be kept available which has a surface of coarse well drained material, such as builder's rubble and coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one week's waste during adverse weather conditions must be maintained.

- Vehicles stuck on site

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

The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty should vehicles be pushed out.

f. Provision and placement of cover

Suitable sources of cover material include:

Material excavated from future disposal cells. Although it is at present envisaged that a free haul of 3 (three) km will apply under normal circumstances for the material to be transported from the excavation area to the disposal cells, an Extra Over Item for increased haulage is included in the Schedule of Quantities. This will come into effect in the event of material having to be hauled over longer distances in future, as a result of strategic changes required in the cell development plan;

Waste will be covered using the stockpile of norite/turf material located south of Cells 1 and 2. Building rubble waste may not require covering to meet the above-mentioned requirements. However, if covering is necessary, the building rubble waste may also be covered with this norite/turf material or suitable building rubble.

Building rubble, ash, soil and other inert material suitable for covering the waste that is delivered to the site may also to be utilised for constructing, maintaining and repairing of the site roads and berms within the site;

Note: Excavations for cover material should be done according to predetermined dimensions and side slopes, in order to facilitate the construction of liners without the need to undertake excessive cutting and filling operations. It is required to construct the liners in such a way, that the respective cells will be free draining towards a predetermined low point, from where liquids can be extracted at various times of the landfill operation. In order to assist the excavation plant operators, it is suggested that level profile boards be used to indicate the angle at which side slopes are to be excavated.

Sufficient material for cell building and refuse covering on a daily basis, should be ensured by the contractor. Furthermore, a strategically placed stockpile of cover material, sufficient for three working days operation, should always be maintained.

g. Control of nuisances

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

- Odour (by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere). Also, by spraying odour control chemicals as and when required and the implementation of corrugated iron structure to cover excavated trenches for delisted liquid/solids.
- Dust (by means of watering)
- Flies and rodents (by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.)
- Noise (by ensuring that all plant silencers, etc. are in good working order) and by limiting the operations to the prescribed hours.
- Wind-blown litter (by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area). Adequate litter pickers should be deployed for litter picking on a daily basis.

No scavenging shall be allowed on the working face.

h. provision and maintenance of fire breaks

The contractor will be required to maintain adequate fire breaks, to satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site.

i. Construction and maintenance of site drainage and leachate control

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

- Uncontaminated storm-water:

A system of berms and cut-off drains is constructed around the perimeter of the site to prevent clean water from entering the working area. The object of the drainage system is to divert clean storm-water run-off around one or both sides of the waste body. Once portions of the landfill have been rehabilitated, such runoff will be classified as unpolluted.

The continued extension and maintenance of this system by the contractor to keep it free-draining, is required throughout the contract and the contractor is required to state in his/her action plan, the methods he/she proposes to use in this regard.

All stormwater falling in non-operational areas of the site will be considered uncontaminated.

- Contaminated water:

Run-off from the Site which has been in contact with the waste body collected in a HDPE lined drainage channel immediately adjacent to the landfill, which discharges into the pollution control dams constructed for the purpose.

The quality of this water is to be monitored by the operator and the water shall only be discharged, if acceptable, on instruction of the Responsible Person, or used for dust suppression on the lined portion of the site by the operator.

The floor of the disposal cell must be kept clean and free from any obstruction to ensure that storm-water falling within the cell-area will flow away from the exposed waste at the working face and towards the lowest point of the cell, which will in turn be drained/pumped into a containment pond. Suitable pumping equipment is to be supplied by the contractor as part of the equipment for operating and maintaining the site. The pumping equipment shall be kept available on the site and used to ensure that the cell-area is always drained.

All water that has been in contact with waste will be considered to be contaminated, as well as any water with which it comes into contact. The contractor will be required to contain such water in the containment pond (from where it will be allowed to evaporate or be used for dust suppression on site) and prevent it from polluting uncontaminated water from areas outside the waste disposal area.

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

- Leachate:

The contractor will need to monitor the existing as well as future localised leachate collection, leakage detection and sub-soil sumps.

Throughout the operation of the landfill, the primary objective should be to reduce the formation of leachate, with the secondary objective being to dispose of leachate formed, in an environmentally sound manner.

All leachate collection and leakage detection sumps, as well as the sub-soil sump(s) must be inspected and maintained during the contract period. Should leachate / sub-soil water levels be higher than the inlet pipes, the pipes / manholes must be inspected for silt deposition or blockages and be cleared.

k. Record keeping

The contractor shall maintain detailed daily records of the following aspects and these shall be available for inspection by the engineer/employer at all times (manual and electronic records to be maintained):

- Permits/licenses/certificates of compliance applicable to the site;
- Plant deployed on site on daily basis/equipment operation and maintenance statistics;
- Log books for all plant deployed on site/daily log of activities;
- Quantity of cover placed - inventory of daily cover material used and stockpile;
- Quantities of waste handled (Including mass, category and registration details)

- of each vehicle)
- Mass of compost produced, used on site, stockpiled or sold
- Diesel consumption;
- Planned Maintenance Program;
- Service and maintenance records;
- Location of waste placement, including a map;
- Depth of waste below the final cover surface;
- Environmental monitoring data and results;
- Audit/Inspection reports, including photographs;
- Design documents, including drawings and certifications;
- Calendar of events;
- Personal information and work history for each employee, including health;
- Occupational safety records, including safety training, surveys, personnel
- Occupational health and safety meetings minutes;
- Jobs created;
- Skills transfer program;
- Complaints lodged
- Accident and incidents register and Site diary to record unusual incidents
- Site protocol violations
- Breakdowns and stoppages
- Landfill Monitoring Committee Minutes
- Weather stations including minimum and maximum temperature, rainfall, wind speed and direction, Apan evaporation etc. Monthly compact disc (CD) backups must also be made available. The weather station is to be provided and maintained by the Operator of the site for tracking of meteorological conditions and records purposes
- Leachate and sub-soil pumping log book, indicating frequency and volumes pumped.
- The contractor shall also keep a site instruction book on site.

n. General maintenance at groundwater monitoring boreholes and gas probes

The existing monitoring boreholes installed on site shall be adequately marked (painted) and where required tyres to protect the boreholes will be painted (yellow and white).

o. Labour

It is the intention that this Contract should make the maximum possible use of the local labour force which is at present under-employed, as well as small emerging contractors from the area. The Contractor shall ensure that all applicable legislation requirements relating to employing local labour are met. Local labour shall be employed for all unskilled requirements. Where possible, at least half the above number shall consist of women.

To this end it shall be required of the Contractor to limit the use of non-locals to key personnel only. At the commencement of the Contract, the Contractor shall submit to the Engineer for his approval a “Key Personnel” data sheet stating how many non-local key personnel he intends to utilise in the various categories.

The numbers stated in the abovementioned data sheet will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the Employer.

It is advisable that the Contractor liaise with the local ward Councillors when recruiting local labour and sub-contractors. Overtime will be paid as per legal requirements. Labour will not be rotated during the construction period.

The use of local sub-contractors and suppliers and the use of emerging and previously disadvantaged individuals and companies in general will be strongly favoured during tender adjudication.

q. Safety

In accordance with Section 18(2) of the Fire Brigade Services Act, 1987 (Act 99 of 1987) the directorate Public Safety requires that the following safety procedures be put in place:

- Fire Extinguishers: ensure that fire extinguishers are present and subject to an annual inspection and service as required by the suppliers in the following areas:
 - 1 x 4.5kg dry chemical powder fire extinguisher in the security gate office.
 - 1x 4.5kg dry chemical powder fire extinguisher in the remaining building.
 - The following symbolic safety signs must be installed at the above-mentioned tank:
 - “NO SMOKING”
 - “NO OPEN FLAMES”
 - “NO CELL PHONES”

Great care must be taken by the Contractor to ensure that the above-mentioned safety regulations are present at the site at all times as the Department of Corporate Support Services of the Mogalakwena Local Municipality may conduct Safety Audits on the premises from time to time.

5.14 Maintenance of the site

The contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. These will, subject to prior approval by the engineer, be borne by the employer.

Should it at any stage be evident that a large repair has resulted because the contractor did not take action at an earlier stage, and that the contractor has no good reason for not having taken earlier action, the cost of that repair will be for the contractor's account. In maintaining the site, the contractor will be expected to perform maintenance work on his/her own initiative and without first being instructed to do so by the engineer/employer.

Included in the maintenance of the site are:

a. Scattered waste

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

- the access road to the landfill;

- the entrance and surrounding area;
- the public disposal facility;
- all site roads;
- the area surrounding the working face
- the perimeter fence;

b. Buildings

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

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

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

c. Access roads

The contractor shall be responsible for the maintenance of all temporary and permanent access roads (i.e. those roads within the site boundary to provide access to the working face). This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the engineer. All roads shall be to an all-weather standard.

d. Berms and storm-water drainage channels

The contractor shall be responsible for keeping all berms and storm-water channels in good condition and blockage free, so that they will adequately perform their intended function. Silt accumulating in the storm-water drains shall be removed on a regular basis.

Where required, temporary berms and storm-water drainage channels shall be provided by the contractor to ensure the safe and sound operation of the waste disposal site. Such berms and channels are only to be constructed after consultation with the engineer/employer, in order to ensure that it will not interfere with the long-term development plan for the site.

e. Fences, gates and access control boom

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

Burning of any vegetation as a means of clearing is prohibited. Grass on site must be kept short, particularly around any geomembrane lined areas (such as any water ponds). Veld fires can damage the expensive liners by burning or by windblown sparks.

f. Servitudes

The keeping of all servitude neat and clean by the removal of all khaki-bos, weeds, trees along the fence, windblown litter etc.

g. Fire breaks

The contractor will be required to maintain adequate fire breaks, to satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site. A firebreak shall be maintained around the site along the inside of the perimeter fence. All vegetation should be removed from the firebreaks. A minimum width of 5 m should be maintained free of vegetation.

5.15 Notice boards

The Operator must erect and maintain a weatherproof, durable and legible noticeboard at the site entrance. The noticeboard must be updated regularly and display the following information in at least three official languages (one must be a local speaking language) as a minimum licence requirement:

- Prohibit unauthorised entrance;
- Name of Operator and Licence Holder;
- Operator's and Licence Holder's address;
- Operator's and Licence Holder's telephone number;
- Hours of operation;
- Emergency telephone numbers;
- The MLM Responsible Person; and
- Types of waste accepted and/or class of waste site (namely general or Class B).

A draft layout of the board is to be submitted to the engineer/employer for approval before manufacturing. Up keeping of the board will be for the Contractor's cost

The contractor shall be responsible for keeping all boards, including the tariff board and signage board, updated to ensure that the information displayed there-on is kept in an up-to-date condition, and for maintaining the boards in good repair for the duration of the contract.

5.16 Terms of Reference

1. THE FOLLOWING ARE THE OUTPUTS AND DELIVERABLES AS SET OUT IN THE PROPOSAL

- A brief description of the firm's methodology to perform the tasks set forth in the Terms of Reference, including a proposed work plan with clear deliverables and timeframes.

- A brief description of the firm's organization and an outline of previous and current experience on assignments of similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, their qualifications, and duration of the assignment, contract amount, and firm's involvement.
- Any comments or suggestions on the Terms of Reference and on the data, services, and facilities to be provided by the Mogalakwena Local Municipality.
- CVs of the proposed professional staff and authorized representative submitting the proposal.
- The firm's current make-up in terms of Previously Disadvantaged Individuals and its black empowerment goals and objectives in general and those specific to this project to be clearly spelt out.

FINANCIAL PROPOSAL

- a) In preparing the financial proposal, service providers are expected to consider the requirements and conditions of the Terms of Reference documents. The financial proposal should list all costs associated with the project as per the BOQ.

2. TIME FRAME OF THE PROJECT

All work associated with this project in terms of the TOR requirements must be completed within a period of 30 days from the date of contract acceptance or earlier. Proposal must include a work programme, Implementation to ensure that project closure is ensured by this date.

3. OVERVIEW AND SCOPE

LANDFILL SITE OPERATIONS MANAGEMENT

- The bidder must provide detailed proposed Operational Plan outlining effective management of operational activities on site in line with the License, National Environmental Management Act 107 of 1998 and associated relevant National Norms and Standards.
- The bidder must provide a Compliance Monitoring Strategy in line with the existing Landfill Site License Provisions in order to ensure environmental compliance on site.

CAPACITY

- The bidder must make use of suitable and appropriate Equipment/ Resources to render the services effectively which must make provision for the preservation of the environment by prioritizing effective waste separation, reduction, recycling, and disposal in line with the National Environmental Management Waste Act 59 of 2008 and associated National Norms and Standards.

WASTE RECYCLING OR SORTING

- Bidder must provide a clear indication by means of a Strategy on how waste Screening, Sorting, Separation, Reduction, Recycling will be exercised on site.

4. The service provider should be able to clearly demonstrate the following:

- Understanding the Environmental Legislation (NEMWA & its regulations)
- Project management
- Financial management
- People management
- Communication & marketing
(specifically, in the operation and maintenance of landfill sites)

5. Presentation/ Client Site Visits

- The Municipality may request further clarity and may also request presentations or site visits. Final communication and details regarding the presentation will be forwarded to bidders via email.
- Bidders may expect communication a day after closing for presentation. Therefore, these proposed timelines should be considered in your planning as bidders will be subjected to presentation.

6. Selection Criteria depending on:

The service provider should be able to clearly demonstrate the following:

- Proven Practical Understanding of the National Environmental Management Act 107 of 1998, Specifically Environmental Management Acts (National Environmental Management Waste Act 59 of 2008) and associated National Norms and Standards.
- Project Management
- Financial and Human Resource Management
- General Waste Management with specific reference to Waste Reduction, Re-use, Recycling and Recovery; waste information management and reporting in line with the National Environmental Management Waste Act 59 of 2008) and associated National Norms and Standards.
- Proven effective Operations Management of landfill site activities, processes and personnel
- Proposed Compliance Monitoring Strategy addressing processes and activities that will be undertaken to ensure compliance with National Environmental Management Waste Act 59 of 2008 and associated National Norms and Standards (Specifically, in the operation and maintenance of the landfill sites)

5.17 Violation of site protocol

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the landfill site, for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer. Types of incidences considered to be a violation, are in accordance with the following site rules as displayed on site:

“SITE RULES FOR THE REBONE LANDFILL SITE”

(d) PERMIT: GSB FOR DISPOSAL OF GENERAL WASTE

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

Only general waste may be disposed of on this facility.

The contractor is legally bound to operate the site strictly according to the operational contract and instructions from the operating contractor's personnel must be adhered to.

The landfill site and all its facilities are used at the user's own risk. The user exonerates the MLM and its personnel from any claim for loss or damages of any nature whatsoever originating / emanating directly or indirectly from the use of the facility.

All drums and containers will be inspected at the entrance prior to disposal at the workplace. No sealed containers will be accepted on site.

Empty containers displaying hazard or warning decals/sticker will not be permitted on this facility.

Waste is only to be disposed of within the demarcated area or in the designated containers indicated by the operating contractor's personnel. Site users are responsible for off-loading their vehicles and must provide adequate labour and equipment.

Compostable garden refuse must be disposed of at the composting yard, or into the containers marked for that purpose.

Persons with LDV's or cars making use of the public disposal facility, will be required to off-load waste in demarcated containers indicated by the site operator.

No reclamation / scavenging will be allowed at the landfill workplace, or at the public disposal containers.

Scavenging by vehicle drivers and / or their assistants will lead to blacklisting of their vehicles.

No open fires or the burning of waste is allowed on the site.

Speed limits must not be exceeded and traffic rules must be adhered to.

Road signs must be obeyed.

Open or partially open trucks or containers must be covered with properly installed nets.

Wheels of vehicles leaving the site will be washed as and when instructed by the contractor's personnel.

Children are not allowed to enter the site, unless accompanied by an adult. Neither are they allowed to leave vehicles in areas other than the public disposal area, and also only whilst under adult supervision.

No vehicles may exceed the legal payloads or have waste stacked in areas not designed to carry waste.

Vehicle's load mass must be verified whilst still on site.

Invoicing of account holders will be according to the indicated tariff structure.

Visitors must adhere to all security arrangements on site and users of the facility are not allowed to bring firearms into the security area.

An administration penalty will be levied if incorrect or misleading information is provided by vehicle drivers.

No cash transactions will be handled on site.”

The employer may from time to time alter the site rules as dictated by conditions on site.

5.18 Training

The contractor must make provision for 2 days each for involved personnel to be trained on the implementation for the Operation Manual.

6 MEASUREMENT AND PAYMENT

6.1 Payment to contractor

The contractor shall be paid monthly according to the Schedule of Quantities.

6.2. Local Economic Content

30% of the total project cost must benefit the local Small, Medium, Macro Enterprises (SMMEs) within the Mogalakwena area of jurisdiction

7. PENALTIES

The events or requirements for which penalties shall be applied, and the corresponding amounts of the penalties, are as follows:

- a. Failure by the contractor to open or to operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours:

R5 000,00 for first hour or part thereof, escalating by R2 000,00 for each further one-hour period or part thereof.

- b. Failure by the contractor to adequately cover overnight with material any one area of waste exceeding 5,0m² (excluding limited volumes of waste delivered by Customer

Care Centres after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes:

R4 000,00 for first occurrence, escalating by R1 000,00 for each further occurrence to a maximum of R20 000,00 per occurrence.

c. Any proven deviation from the operating permit conditions, which includes the "Minimum Requirements for Waste Disposal by Landfill, 1998":

R5 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R20 000,00 per occurrence.

d. Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the engineer/employer) within 8 working hours of occurrence:

R2 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence.

e. Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control:

R5 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R10 000,00 per occurrence.

f. Vehicles pushed out when stuck on site:

R2 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence, plus the cost for any repairs to damaged vehicles as a result of the pushing.

g. Not removing previous cover material in area of disposal to a size of at least 9m² per new cell to prevent perched liquid levels:

R1 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence.

h. Not caring and maintaining the site including scattered waste, all buildings and structures, access roads, entrance road, berms and storm-water drainage channels, fences, gates and access control boom, completed areas and the access road.

R2 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence.

i. Allowing the disposal of materials not being permitted for disposal according to the Minimum Requirements for waste Disposal by Landfill 1988, the operational permit or the site rules:

R6 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R11 000,00 per occurrence.

j. Allowing the disposal of unauthorized waste streams including de-listed waste:

R6 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R11 000,00 per occurrence.

- k. Not excavating the cover material stockpile to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical): 3 (horizontal):

The construction costs required for the additional cut-and-fill earthworks to ensure that any excavated waste disposal cell is correctly positioned in terms of the overall site development plan, free draining to a pre-determined low point as well as suitable shaped for the construction of liners by means of heavy civil engineering construction equipment.

- l. Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical):3 (horizontal).

The construction costs required for the additional cut-and-fill to ensure the waste body is shaped such that it will not create a threat of potential side failure and will allow for the compaction of the final capping as part of rehabilitation by means of heavy civil engineering construction equipment.

- m. Developing the upper horizontal surface of a cell not to the prescribed slopes of at least 3% and not more than 5%, towards the working face for the installation of gas conveyance systems.

The construction costs required for the additional cut-and-fill to ensure the waste body and the finished cover surface shall have a minimum slope of 3% and a maximum slope of 5% and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.

- n. Failure to maintain a 500mm freeboard at all containment dams and allowing it to overflow.

R20 000,00 for first occurrence, escalating by R10 000,00 for each further occurrence to a maximum of R100 000,00 per occurrence. As well as the remedial costs involved on any environmental contamination.

- o. Employer reserves the right to terminate the contract if the contractor is in breach of contract and fails to rectify such breach of contract after a second written warning was issued to the contractor without the necessary remedial action being taken.

- (e) **DIRECTORATE NAME: COMMUNITY SERVICES**
(f) **UNIT NAME: WASTE MANAGEMENT SERVICES**

10. **Site Information**

The location of the site in accordance with the waste licence application,

LICENCE NUMBER	: 12/9/11/PL4
Class	: G:S:B
WASTE MANAGEMENT FACILITY	: REBONE WASTE DISPOSAL SITE
LOCATION	: FARM 403 LR, STEILOOP, LIMPOPO
LICENCE HOLDER	: MOGALAKWENA LOCAL MUNICIPALITY
MUNICIPALITY ADDRESS	: P O BOX 34, MOKOPANE, 0600

11. **SITE INFORMATION AND OPERATIONAL MANUAL**

This contract predominantly covers the daily operation and maintenance of the facility. However, civil engineering works may be required since active landfill gas conveyance and extraction systems may be installed at a future date. If installed, horizontal and vertical gas collection wells/pipes are likely to be installed systematically as the waste body increases. The spacing between horizontal and vertical wells may be from 10 m to 30 m respectively. Once designed, the system is relatively simple to install. Design and installation of the system should be carried out by an approved subcontractor to the Operator (approved by the MLM).

Basic civil engineering works, the construction of roads, external and internal soil berms, compaction of waste layers etc. will also be required. It should be noted that the bulk of the works will be carried out in existing waste.

EVALUATION CRITERIA

THERE WILL BE THREE (03) 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

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.

- Fully Completed and Signed MBD Forms with a black ink
- Certified Copy of ID`s for both Directors
- Detailed CSD registration report;
- Valid copy CK / Company registration certificate.
- CIPC Abridged certificate for annual returns for the current financial year (NB: applicable to entities that are in business for more than 12 months only)
- Company Profile (Detailed Experience and Contactable Reference)
- Valid letter of good standing [Compensation for Occupational Injuries and Disease Act (COIDA)] from the department of Labour or any other institution accredited by Department of Labour (to be verified)
- Initial each page of the Tender Document.
- Authority for signatory.
- Any alterations in the bill of quantity must be initialed or signed
- In case of a Joint Venture, Association or Consortium a formal JV agreement must be submitted and signed by both parties.

2. FUNCTIONALITY

FUNCTIONALITY

For a bidder to qualify it is a requirement that a Professional Service Provider score a minimum of 70 out of a maximum of 100 points for functionality to be evaluated further.

Mogalakwena Local Municipality reserves the right to verify and confirm any information submitted for Functionality.

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
1. Company experience in the operations and maintenance of landfill site		20			Appointment and reference letters per project to be used for evaluation
Appointment and reference letters per project to be used for evaluation					
	6 or more appointment and reference letters and above (Value = 20)				
	4 - 5 Appointment and reference letters (Value = 10)				
	1 – 3 Appointment and reference letters (Value = 05)				
2. Infrastructure, equipment		30			Asset register to be provided and prove of ownership, lease, or letter of intent), appropriate machinery (attach proof of ownership or lease agreement with proof of ownership
*A site inspection may be conducted to verify the availability of the Machinery that the bidder claims to have access to before points are allocated.					
	1X 32-ton Landfill Compactor and 1X 30-ton Excavator (Value = 10)				
	1X 32-ton Landfill Compactor, 1 X 30-ton Excavator and 1 X 10m3 Tipper truck / Articulated Dump Truck (Value =20)				

	1 X 32-ton Landfill Compactor, 1 X 30-ton Excavator, 1 X 10m3 Tipper truck/ Articulated Dump Truck and Water Tanker with pump spray (Value = 30)				
3. KEY PERSONNEL		30			Attach at least 3-page comprehensive CV and certified copies of a National Diploma in Civil Engineering/ Environmental Engineering of key personnel or higher qualification and valid ECSA certificate), with proven experience
1. PERSONNEL WITH RELEVANT EXPERIENCE					
2. PROJECT MANAGERS EXPERIENCE					
	CV and certified copies of a National Diploma in Civil Engineering/ Environmental Engineering or higher qualification and valid ECSA certificate), with proven experience				
	5 years and above experience (Value = 30)				
	3 – 4 years' experience (Value = 20)				
	1-2 years' experience (Value = 10)				
Environmentalist experience		20			Attach a at least 3-page comprehensive CV and certified copies of a National diploma in Environmental Management/ Environmental Science or a higher qualification with proven experience.
	At least 3-page comprehensive CV and certified copies of a National diploma in Environmental Management/ Environmental Science or a higher qualification with proven experience				
	5 years and above experience (Value = 20)				
	3 – 4 years' experience (Value = 15)				
	1 -2 years' experience (Value = 10)				
TOTAL		100			

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } P_s = \frac{\quad \times 100}{500} =$$

5.2 No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.

5.3 Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria

5.4 Tenders that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the preference point systems.

6. **Evaluation:**

- 6.1 Mogalakwena Local Municipality will test the values and other data provided against key component costs, in which regard it will be entitled to use its own data and minimum standards in respect of those cost to evaluate the viability of the tender.
- 6.2 The tendered rates will be evaluated based on the corrected monthly rate for the combined total tendered sum / amount as set out in the Price Schedule.

3. **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
- b) 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

The 80/20 preference point system will be applicable with Price at 80 and Specific goals at 20. The points will be allocated as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Specific goals	20
3.	Total	100

PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
1	FIXED MONTHLY CHARGE				
1.1	Fixed month charge for provision of Plant, Personnel and Equipment required to achieve the scope of work (excluding suitable cover material) handled in one calendar month, including limited after hour disposal by local authorities (until 17:00 or as advised by Client)	Month	36		
	Carry to summary	TOTAL FOR SECTION 1			
2	RATE PER UNIT WASTE HANDLED				
2.1	Rate based on total units of waste disposed of (excluding suitable cover material and clean greens diverted for composting) in one calendar month.	Ton	20 000		
	Carry to summary	TOTAL FOR SECTION 2			
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
3	COLLECTION OF TARIFFS				
3.1		monthly	36		
	Carry to summary	TOTAL FOR SECTION 3			
	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
4	ANCILLARY WORKS				
4.1	The pumping of tested potential contaminated stormwater to retain a 500mm free board	As when required			
4.2	Ground and surface water quality monitoring twice a year	No	2		
4.3	Landfill gas monitoring once a year	No	1		
4.4	Execute external audit twice a year	No	1		
4.5	Quarterly survey to determine waste deposition volumes	No	4		
4.6	Maintain gravel access road	Month	36		
4.7	When ordered by MLM to execute additional work	Prov Sum	1		

4.8	Operations overhead charges on Items maximum 7.5%	%			
	Carry to summary	TOTAL FOR SECTION 4			
	DESCRIPTION	UNIT	QTY	RATE	Amount
5	HANDOVER				
5.1	Handover of operations	Prov Sum			
	Carry to summary	TOTAL FOR SECTION 6			
ITEM					
6					
6.1	FIXED MONTHLY CHARGE		SECTION 1		
6.2	RATE PER UNIT WASTE HANDLED		SECTION 2		

6.3	COLLECTION OF TARRIFS		SECTION 3		
6.4	ANCILLARY WORKS		SECTION 4		
6.5	HANDOVER		SECTION 5		
6.6			SUB-TOTAL / Month		
6.7			CONTIGENCIES (10%)		
6.8			SUB TOTAL		
6.9			ADD 15% VAT		
6.10			TOTAL		
6.11			SUB-TOTAL for 36 Month		
6.12			ADD 15% VAT		
6.13			TOTAL CONTRACT AMOUNT		

NOTE:

1. Price will be fixed for the first year only,
2. The price will escalate yearly from year 2 to year 3, the indices which will be used is the CPI.

**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 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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the 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
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(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 the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (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:	..... ..... .....

B1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

B2. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

WITNESSES	
1	.....
2.	.....
DATE:	
.....	

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

B3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. NO.	ITEM	PRICE (ALL APPLICABLE TAXES INCLUDED)	3. BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

.....

B4. CONTRACT FORM - RENDERING OF SERVICES

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

B5. PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

WITNESSES	
1	.....
2	.....

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

B6. PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

	1. DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
2.					

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

MBD 7.3

B7. CONTRACT FORM - SALE OF GOODS/WORKS

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

B8. PART 1 (TO BE FILLED IN BY THE BIDDER)

- 13. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
- 14. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
- 15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
- 16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 17. I undertake to make payment for the goods/works as specified in the bidding documents.
- 18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.	.....
2.	.....
DATE:	.....

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

B9. PART 2 (TO BE FILLED IN BY THE SELLER)

- 7. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
- 8. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

4. NO.	ITEM	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
3.	.....
4.	.....
DATE	.....

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:		

Item	Question	Yes	No
4.3	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?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	<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

MBD 5

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.

MBD 9

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, teSTS2 (Edition 2) and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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.

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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.

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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 cost to the purchaser.

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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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.