MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THULAMELA MUNICIPALITY					
BID NUMBER:	30/2026/2027	CLOSING DATE:	10 DECEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	DESIGN AND CONSTRUCTION OF BUY-BACK CENTER-TURNKEY PROJECT (THOHOYANDOU LANDFILL SITE)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

OLD AGRIVEN BUILDING
THOHOYANDOU
0950

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE	CONTACT PERSON	MR MADI M.S
CONTACT PERSON	MUDZILI TP	TELEPHONE NUMBER	083 256 6647
TELEPHONE NUMBER	015 962 7629	FACSIMILE NUMBER	
FACSIMILE NUMBER	015 962 7718	E-MAIL ADDRESS	Madims madims@thulamela.gov.za
E-MAIL ADDRESS	mudzilitp@thulamela.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

THULAMELA MUNICIPALITY

Civic Centre,
Old Agriven Bulding,
Private Bag X5066
Thohoyandou, 0950
Limpopo Province
Tel: (015) 962 7500
Fax: (015) 962 4020
(015) 962 5328

INVITATION TO BID

DESIGN AND CONSTRUCTION OF BUY-BACK CENTER-TURNKEY PROJECT (THOHOYANDOU LANDFILL SITE)

Thulamela Local Municipality hereby invites suitably qualified, experienced and competent service providers to submit bids for the provision of the following services:

Bid Number	Project Description	Contact Persons	CIDB Grading	Non-Refundable Bid Price	Evaluation Criteria
30/2026/2027	Design and Construction of buy-back center-turnkey project (Thohoyandou Landfill Site)	Mr Madi M.S. (083 256 6647) Mrs. Munyai V. (015) 962 7609 Mr TP Mudzili (015) 962 7629	5GB or Higher	R4.00 per page or Bids can be downloaded from Thulamela website **(www.thulamela.gov.za)** for free	80/20 Preference points system and functionality

Tender documents are obtainable from Procurement Office, Office No. 02 at Thulamela Local Municipality Head Office, during the following times: 08:00 to 15:30 (Monday to Friday) as from **06 November 2026 to 10 December 2026 at a non-refundable bid price of R 4.00 per page.** or can alternatively be downloaded from Thulamela website **(www.thulamela.gov.za)** for free. The tenderer(s) should also download SCM forms that are found in the Documents SCM-FORMS folder on the website and complete as part of the Bid documents

The service providers must submit the completed Bid documents (in black ink) and hand deliver or courier them to Thulamela Municipality. All completed Bid documents (hand delivered or couriered) must be dropped in the BID BOX before the closing date and time of the Bids closure. The onus is on the service providers to make sure the Bid documents are submitted on time, and late submission won't be accepted.

Interested service providers (Consulting Engineers and Contractors) must attend a compulsory briefing session on 24 November 2026 at 11h00. Location: Thohoyandou Landfill Site Main entrance.

Interested Contractors and/or service providers will be expected to submit the Bid documents with the following compulsory requirements.

- **Tax Compliance Status Letter or Tax Compliance Pin Number.**
- **Company registration documents (e.g., CK).**
- **Company profile.**
- **Valid proof of registration with CIDB**
- **Proof of registration on CSD**
- **Valid COIDA Letter of Good Standing**
- **Valid and Certified proof of registration with the Engineering Council of South Africa (ECSA) for the proposed lead Project Engineer**
- **In case of a joint venture (JV), a signed JV agreement must be submitted**
- **Curriculum vitae of the proposed project team**
- **Organogram of the project team indicating project key personnel**
- **Bidders must submit proof that municipal rates and taxes for both the company and its director(s) are not in arrears for more than three (3) months, and such proof must not be older than three (3) months from the closing date of advertisement. Where the business operates from leased premises, a valid lease agreement must be attached. Where a director does not own property or is renting, a valid lease agreement must also be provided. If the bidder resides or operates in an area where municipal services are not billed, an official signed and stamped letter from the relevant local municipality, not older than three (3) months from the closing date of advertisement, must be submitted confirming that the area is not subject to municipal billing and that the bidder is formally exempted from municipal service charges.**
- **List of building projects completed by the contractor/consultant in the past 10 years with clients contact details, description and contract values. (Attach signed appointment letters, completion certificates and reference letters).**
- **All records of any additional information posted should be submitted as compulsory requirements and it is the responsibility of the bidders to check with the respective project engineer or client representatives (contact details as provided above) if there are any additional information before submission of the tender documents.**

Tenderers should note the following: Functionality will be scored out of **100% and the minimum threshold to qualify is 70%.** Tenderers who fail to meet the minimum threshold will not be considered for further evaluation.

	TARGETED GOALS:	WEIGHT
Points for functionality	**Experience of the Construction Company** Experience of the Construction Company: (Demonstrated company experience on similar projects and past performance in Built Environment)	30
	Proof of Plant Equipment: Proof of plant and equipment owned by the bidder. Details of major equipment owned (Please provide proof of ownership. Valid license disc and certificate of registration in the names of the bidder. Invoice or bank letter can serve as proof of ownership).	20
	EXPERIENCE OF KEY PERSONEL Key staff- demonstrate qualifications and experience	10
	EXPERIENCE OF THE CONSULTING ENGINEERING COMPANY The tenderer must demonstrate relevant experience in providing civil and/or structural engineering consulting services for building construction projects completed within the 10 years preceding the tender closing date.	30
	FINANCIAL STANDING Financial reference of the construction company.	10
TOTAL		100

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of **80/20 preferential points system and functionality as per the advert and bid document.**

Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
1. 100% Black ownership	10
2. 100% Women ownership	5
3. Youth	3
4. **Disability** (Medical certificate will be used to verify the disability status of the bidder).	2

Sealed bid documents must be submitted in envelopes clearly indicating **"BID NUMBER AND DESCRIPTION"** on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to **Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou, by no later than 11h00 on, 10 December 2026.**

The Municipality is not bound to accept the lowest Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after closing date of the submission thereof.

Bids may only be submitted on the bid documentation provided by the municipality.

NB: Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically (Fax), or E- mail and without the compulsory requirements will be disqualified.

SIGIDI KTM
MUNICIPAL MANAGER

Ad designed by Zout News NPC

THULAMELA MUNICIPALITY

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(015) 962 5328

INVITATION TO BID

OPERATION AND MAINTENANCE OF THOHOYANDOU LANDFILL SITE FOR THREE (3) YEARS

Thulamela Local Municipality invites suitably qualified, experienced and competent service providers for provision of the following service:

Bid Number	Description	Non-Refundable Bid Price	Contact Person	Evaluation Criteria
31/2026/2027	Operation and Maintenance of Thohoyandou Landfill Site for three (3) years	R4.00 per page or can alternatively be downloaded from Thulamela website **(www.thulamela.gov.za)** for free.	Mr Madi M.S. (083 256 6647) and/or Mr Mudzili T.P. (015 962 7629)	80/20 preference points system and functionality

Tender documents are obtainable from Procurement Office, Office No. 02 at Thulamela Local Municipality Head Office, during the following times: 08:00 to 15:30 (Monday to Friday) as from **06 November 2026 to 9 December 2026 at a non-refundable bid price of R 4.00 per page.** or can alternatively be downloaded from Thulamela website (www.thulamela.gov.za) for free. The tenderer(s) should also download SCM forms that are found in the Documents SCM-FORMS folder on the website and complete as part of the Bid documents.

The service providers must submit the completed Bid documents (in black ink) and hand deliver or courier them to Thulamela Municipality. All completed Bid documents (hand delivered or couriered) must be dropped in the BID BOX before the closing date and time of the Bids closure. The onus is on the service providers to make sure the Bid documents are submitted on time, and late submission won't be accepted.

Interested service providers will be expected to submit the Bid documents with the following compulsory requirements.

- **Tax Compliance Status Letter or Tax Compliance Pin Number.**
- **Company registration documents (e.g., CK).**
- **Company profile.**
- **Proof of registration on CSD.**
- **Valid COIDA Letter of Good Standing**
- **In case of a joint venture (JV), a signed JV agreement must be submitted.**
- **CVs of the proposed Project Team, and their office location.**
- **Organogram of the project team indicating project key personnel**
- **Bidders must submit proof that municipal rates and taxes for both the company and its director(s) are not in arrears for more than three (3) months, and such proof must not be older than three (3) months from the closing date of advertisement. Where the business operates from leased premises, a valid lease agreement must be attached. Where a director does not own property or is renting, a valid lease agreement must also be provided. If the bidder resides or operates in an area where municipal services are not billed, an official signed and stamped letter from the relevant local municipality, not older than three (3) months from the closing date of advertisement, must be submitted confirming that the area is not subject to municipal billing and that the bidder is formally exempted from municipal service charges.**
- **If the company is required by law to be audited, we need audited annual financial statements for the past three (3) years or audited financial statements since the establishment of the company if the company was established during the past three (3) years. If the company is not required by law to be audited, please provide us with a letter from a registered accountant.**
- **List of landfill operation and maintenance projects for government (national or provincial departments, municipalities, and state-owned companies) undertaken during the ten (10) years preceding the tender closing date. Attach signed appointment letters and/or purchase orders and signed reference letters on client's letter head). NB: The municipality reserves the right to conduct verification with the referred clients of the similar completed projects.**
- **All records of any additional information posted should be submitted as compulsory requirements and it is the responsibility of the bidders to check with the respective project engineer or client representatives (contact details as provided above) if there are any additional information before submission of the tender documents.**

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of **80/20 preferential points system and functionality.**

	TARGETED GOALS:	WEIGHT
Points for functionality	**Company experience in landfill operation and maintenance** Demonstrate company experience / past performance in the landfill operation and maintenance projects.	30
	PLANT AND EQUIPMENT Proof of plant and equipment owned by the bidder. Details of major equipment owned (Please provide proof of ownership. Valid license disc and certificate of registration in the names of the bidder. Invoices or bank letters can serve as proof of ownership).	20
	EXPERIENCE OF KEY PERSONEL Key staff- demonstrate qualifications and experience.	20
	METHODOLOGY, MOBILISATION, ENVIRONMENTAL COMPLIANCE AND SERVICE CONTINUITY The tenderer must demonstrate Site-specific method statement and mobilization, operational, safety, security, emergency, maintenance and reporting plans.	20
	FINANCIAL STANDING Financial reference of the construction company.	10
	TOTAL:	100

Tenderers should note the following: Functionality will be scored out of 100% and the minimum threshold to qualify is 70%. Tenderers who fail to meet the minimum threshold will not be considered for further evaluation.

Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
1. 100% Black ownership	10
2. 100% Women ownership	5
3. Youth	3
4. **Disability** (Medical certificate will be used to verify the disability status of the bidder).	2

Sealed bid documents must be submitted in envelopes clearly indicating ***"BID NUMBER AND DESCRIPTION"*** on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to **Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou, by no later than 11h00 on, 09 December 2026.**

The Municipality is not bound to accept the lowest Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after closing date of the submission thereof.

Bids may only be submitted on the bid documentation provided by the municipality.

NB: Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically (Fax), or E- mail and without the compulsory requirements will be disqualified.

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MUNICIPAL MANAGER

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THULAMELA LOCAL MUNICIPALITY

INVITATION TO BID

DESIGN AND CONSTRUCTION OF BUY-BACK CENTER-TURNKEY PROJECT (THOHOYANDOU LANDFILL SITE)

Thulamela Local Municipality hereby invites suitably qualified, experienced and competent service providers to submit bids for the provision of the following services:

Bid number	Project Description	Contact Persons	CIDB Grading	Non-Refundable Bid Price	Evaluation Criteria
30/2026/2027	Design and Construction of buy-back center-turnkey project (Thohoyandou Landfill Site)	Mr Madi M.S. (083 256 6647) Mrs. Munyai V. (015) 962 7609 Mr TP Mudzili (015) 962 7629	5GB or Higher	R4.00 per page or Bids can be downloaded from Thulamela website (**www.thulamela.gov.za**) for free	80/20 Preference points system and functionality

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The service providers must submit the completed Bid documents (in black ink) and hand deliver or courier them to Thulamela Municipality. All completed Bid documents (hand delivered or couriered) must be dropped in the BID BOX before the closing date

and time of the Bids closure. The onus is on the service providers to make sure the Bid documents are submitted on time, and late submission won't be accepted.

Interested service providers (Consulting Engineers and Contractors) must attend a compulsory briefing session on 24 November 2026 at 11h00. Location: Thohoyandou Landfill Site Main entrance.

Interested Contractors and/or service providers will be expected to submit the Bid documents with the following compulsory requirements.

- **Tax Compliance Status Letter or Tax Compliance Pin Number.**
- **Company registration documents (e.g., CK).**
- **Company profile.**
- **Valid proof of registration with CIDB**
- **Proof of registration on CSD**
- **Valid COIDA Letter of Good Standing**
- **Valid and Certified proof of registration with the Engineering Council of South Africa (ECSA) for the proposed lead Project Engineer**
- **In case of a joint venture (JV), a signed JV agreement must be submitted**
- **Curriculum vitae of the proposed project team**
- **Organogram of the project team indicating project key personnel**
- **Bidders must submit proof that municipal rates and taxes for both the company and its director(s) are not in arrears for more than three (3) months, and such proof must not be older than three (3) months from the closing date of advertisement. Where the business operates from leased premises, a valid lease agreement must be attached. Where a director does not own property or is renting, a valid lease agreement must also be provided. If the bidder resides or operates in an area where municipal services are not billed, an official signed and stamped letter from the relevant local municipality, not older than three (3) months from the closing date of advertisement, must be submitted confirming that the area is not subject to municipal billing and that the bidder is formally exempted from municipal service charges.**

- **List of building projects completed by the contractor/consultant in the past 10 years with clients contact details, description and contract values. (Attach signed appointment letters, completion certificates and reference letters).**
- **All records of any additional information posted should be submitted as compulsory requirements and it is the responsibility of the bidders to check with the respective project engineer or client representatives (contact details as provided above) if there are any additional information before submission of the tender documents.**

Tenderers should note the following: Functionality will be scored out of **100% and the minimum threshold to qualify is 70%**. Tenderers who fail to meet the minimum threshold will not be considered for further evaluation.

TARGETED GOALS:		**WEIGHT**
Points for functionality	**EXPERIENCE OF THE CONSTRUCTION COMPANY** Experience of the Construction Company: (Demonstrated company experience on similar projects and past performance in Built Environment)	**30**
	PLANT AND EQUIPMENT Proof of plant and equipment owned by the bidder. Details of major equipment owned (Please provide proof of ownership. Valid license disc and certificate of registration in the names of the bidder. Invoice or bank letter can serve as proof of ownership).	**20**
	EXPERIENCE OF KEY PERSONEL Key staff- demonstrate qualifications and experience.	**10**
	EXPERIENCE OF THE CONSULTING ENGINEERING COMPANY The tenderer must demonstrate relevant experience in providing civil and/or structural engineering consulting services for building construction projects completed within the 10 years preceding the tender closing date.	**30**
	FINANCIAL STANDING Financial reference of the construction company.	**10**

TOTAL	**100**

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of **80/20 preferential points system and functionality as per the advert and bid document.**

Specific Goals Categories (CSD will be used for verification)	**Number of Points (80/20 system) 20 Points breakdown**
1. 100% Black ownership	**10**
2. 100% Women ownership	**5**
3. Youth	**3**
4. Disability (Medical certificate will be used to verify the disability status of the bidder).	**2**

Sealed bid documents must be submitted in envelopes clearly indicating "**BID NUMBER AND DESCRIPTION"** on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to **Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou, by no later than 11h00 on, 10 December 2026.**

The Municipality is not bound to accept the lowest Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after closing date of the submission thereof.

Bids may only be submitted on the bid documentation provided by the municipality.

NB: Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically (Fax), or E- mail and without the compulsory requirements will be disqualified.

Sigidi 29/10/2026

SIGIDI KTM . **DATE**

MUNICIPAL MANAGER

TAX CLEARANCE CERTFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder..... Bid Number.....

Closing Time ..... Closing Date .....

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

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

- Required by: .....
- At: .....
  .....
- Brand and Model .....
- Country of Origin
  .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm/Not firm
- Delivery basis .....

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time	Closing Date .....

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

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

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/Not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A **NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

Name of Bidder:..... Bid Number: .....

Closing Time: ..... Closing Date .....

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

_____	R_____	_____ days
_____	R_____	_____ days
_____	R_____	_____ days
_____	R_____	_____ days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? .....*YES/ NO.

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

*Delete if not applicable

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. .....

.....

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and 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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

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

*YES / NO

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

*YES / NO

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?

3.1 If yes, furnish particulars

.....

.....

*YES / NO

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
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:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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: .....

.....

.....

.....

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.

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 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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 fulfilment of this contract.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....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.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (If applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. 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.

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);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of Interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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 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.

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating service delivery instructions is forthcoming.

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

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

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.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. 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.

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);
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - 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) 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.

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 undertake to make payment for the goods/works as specified in the bidding documents.

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

7. 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

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

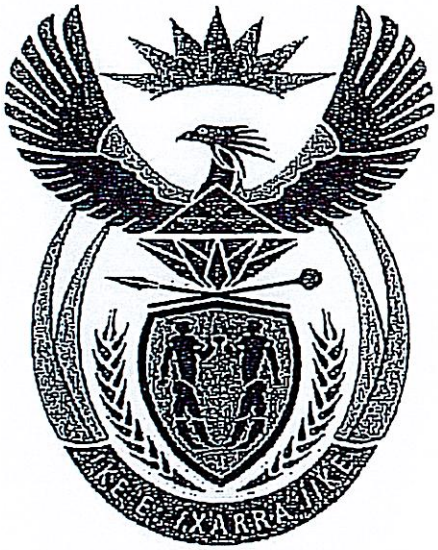
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:
(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

1. EVALUATION CRITERIA

COMBINED TECHNICAL SCORE

The technical score will be calculated as follows:

TARGETED GOALS:		WEIGHT
Points for functionality	**EXPERIENCE OF THE CONSTRUCTION COMPANY — MAXIMUM 30 POINTS** The tenderer must demonstrate experience in successfully completing similar construction of building projects within the 10 years preceding the tender closing date. The completion date stated on the completion certificate will be used to determine eligibility. Each qualifying project must have had a final construction value exceeding R5 000 000, inclusive of VAT, with no maximum value limit (R5 000 000or higher). This includes projects falling within the CIDB Grade 5GB tender-value range and all higher CIDB grading ranges (5GB or higher). The tenderer must clearly describe how each submitted project is similar in nature, scope and complexity to the project being tendered for. The employer's name and contactable reference details must also be provided. **Scoring:** • Six points will be awarded for each qualifying completed project. • A maximum of five projects will be considered. • Maximum available points: 30 points. For each project submitted, the tenderer must attach: 1. A signed appointment letter or contract indicating the project description and contract value; and 2. The corresponding signed completion certificate confirming successful completion of the project. **Important:** No points will be awarded for a project if either the signed appointment letter, the corresponding signed completion certificate and corresponding reference letter are not submitted. Projects falling outside the prescribed value range, completed more than 10 years before the tender closing date, or not sufficiently similar to the required scope will not be considered.	30

TENDERER'S OWN PLANT AND EQUIPMENT

The tenderer must provide a detailed schedule of the major plant, vehicles and equipment owned and proposed for use on the project. The schedule must include the description, make, model, registration number or serial number, quantity and current condition of each item.

Acceptable proof of ownership includes:

- A vehicle registration certificate reflecting the tenderer as the registered titleholder or owner;
- A valid vehicle licence disc, where applicable;
- An original or certified copy of the purchase invoice reflecting the tenderer's name and the equipment details; or
- A letter from the financing institution confirming that the plant, vehicle or equipment is financed in the tenderer's name.

For vehicles and other registerable plant, the tenderer must submit both the registration certificate and a valid licence disc. A licence disc alone will not be accepted as conclusive proof of ownership.

For non-registerable plant and equipment, the purchase invoice must clearly identify the tenderer and provide sufficient information to identify the relevant item, including its description, model or serial number where applicable.

Plant and equipment hired, leased or borrowed must not be presented as tenderer-owned equipment and will not be evaluated as tenderer(s) plant and equipment.

Equipment	Quantity	Points
Bakkie / Pick-Up Vehicle	1	5
Tipper Truck	1	5
Excavator / TLB	1	5
Concrete Mixer	1	2.5
Compaction Equipment	1	2.5

20

	EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL The tenderer must propose suitably qualified and experienced key personnel for the execution of the project. Points will be allocated only where the required qualifications, professional registration certificates and detailed curriculum vitae are submitted. **1. Project Engineer — Maximum 10 Points** **(a) Professional registration — 5 points** The proposed Project Engineer must be professionally registered with the Engineering Council of South Africa (ECSA) in one of the following categories: • Professional Engineer (Pr Eng); or • Professional Engineering Technologist (Pr Tech Eng). A valid ECSA registration certificate or current proof of registration must be attached. • Complies with the requirement: **5 points** • Does not comply, or proof not submitted: **0 points** **(b) Relevant post-registration experience — 5 points** Relevant experience must be calculated from the effective date of professional registration with ECSA and must relate to civil and/or structural engineering services for building construction projects. • Five years or more of relevant post-registration experience: **5 points** • Less than five years of relevant post-registration experience: **0 points** A detailed and signed curriculum vitae indicating project names, responsibilities, project values, clients and project durations must be attached. **2. General Foreman — Maximum 5 Points** **(a) Academic qualification — 3 points** The proposed General Foreman must possess a National Diploma in Building, Construction Management, Civil Engineering or an equivalent relevant qualification. • Complies with the requirement: **3 points**	10

	• Does not comply, or certified proof of qualification not submitted: **0 points** **(b) Relevant experience — 2 points** The proposed General Foreman must have relevant experience as a General Foreman on building construction projects. • Five years or more of relevant experience: **2 points** • Less than five years of relevant experience: **0 points** A detailed and signed curriculum vitae indicating the relevant projects, positions held, responsibilities and employment periods must be attached. **3. Construction Health and Safety Officer — Maximum 5 Points** **(a) Professional registration — 3 points** The proposed Construction Health and Safety Officer must be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO). A valid SACPCMP registration certificate or current proof of registration must be attached. • Complies with the requirement: **3 points** • Does not comply, or proof not submitted: **0 points** **(b) Relevant post-registration experience — 2 points** Relevant experience must be calculated from the effective date of registration with SACPCMP. • Three years or more of relevant post-registration experience: **2 points** • Less than three years of relevant post-registration experience: **0 points** A detailed and signed curriculum vitae indicating the relevant projects, responsibilities and project durations must be attached. **TOTAL AVAILABLE POINTS: 20 POINTS** **Important notes:** 1. No points will be awarded where the required supporting documentation is not submitted.	

	2. All professional registrations must be valid and certified as at the tender closing date. 3. Experience must be clearly supported by the information contained in the submitted curriculum vitae (please indicate project(s) duration). 4. The Municipality reserves the right to verify qualifications, registrations, experience and references. 5. Where the same individual is proposed for more than one key position, the tenderer must demonstrate that this arrangement is legally permissible and practically achievable without compromising project delivery.	
	EXPERIENCE OF THE CONSULTING ENGINEERING COMPANY The tenderer must demonstrate relevant experience in providing civil and/or structural engineering consulting services for building construction projects completed within the 10 years preceding the tender closing date. The tenderer must submit the following documents for each project claimed: • A signed appointment letter or contract confirming the tenderer's appointment; • A signed reference letter from the client confirming satisfactory performance. Each qualifying project must have had a minimum building construction value exceeding R5 million, inclusive of VAT. The stated value refers to the building construction contract value and not the consulting engineer's professional fee. **Scoring:** • 10 points will be awarded for each qualifying completed project. • A maximum of three projects will be considered. • Maximum available points: 30 points. **Important:** No points will be awarded for a project if any of the required supporting documents listed above is not submitted. Projects that do not meet the minimum construction value or that were completed more than 10 years before the tender closing date will not be considered.	30

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<td>Company Financial Standing (Construction Company)
Stamped bank reference letter indicating the bank rating:
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<tr><th>BANK RATING</th><th>POINTS</th></tr>
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<tr><td>C</td><td>6</td></tr>
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THULAMELA LOCAL MUNICIPALITY

Terms of Reference

DESIGN AND CONSTRUCTION OF BUY-BACK CENTRE ON A TURNKEY BASIS AT THOHOYANDOU LANDFILL SITE

Minimum CIDB grading: 5GB or higher

1. Purpose of the Terms of Reference

Thulamela Local Municipality invites suitably qualified, experienced and capable service providers with appropriate construction and engineering design expertise to undertake the turnkey design and construction of a Buy-Back Centre at the Thohoyandou Landfill Site.

The appointed service provider shall accept single-point responsibility for all investigations, surveys, designs, statutory submissions, environmental compliance requirements, construction, commissioning, testing, handover and correction of defects necessary to deliver a fully functional facility.

A waste management licence has been issued by the Limpopo Department of Economic Development, Environment and Tourism (LEDET) for the Thulamela Recycling Buy-Back Centre. The successful contractor shall obtain and review the existing waste management licence, including all applicable conditions, approved plans and associated regulatory requirements, before finalising the facility design.

The design, construction and commissioning of the Buy-Back Centre shall be aligned with the applicable licence conditions and the requirements of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), as amended, and other applicable legislation.

The existing licence and associated approved drawings shall be included in the tender documentation as reference information. The contractor shall verify that the proposed works are covered by the existing authorisation and identify any additional approvals or licence amendments that may be legally required.

2. Project Background

The Municipality intends to establish a Buy-Back Centre aimed at supporting recycling, waste diversion from landfill, resource recovery, job creation and sustainable waste management.

The facility shall provide infrastructure for receiving, sorting, storing and marketing recyclable materials recovered from municipal waste streams and community recycling initiatives.

3. Project Location

Thohoyandou Landfill Site

The Contractor shall verify:

- Site boundaries
- Access routes

- Existing services
- Topography
- Operational constraints
- Environmental considerations

before commencement of detailed design.

4. Project Objectives

The Buy-Back Centre shall:

- Increase recycling rates.
- Divert recyclable materials from landfill.
- Promote resource recovery.
- Create employment opportunities.
- Support waste cooperatives.
- Improve environmental sustainability.
- Support implementation of the Integrated Waste Management Plan.

5 Contracting and Turnkey Responsibility

The appointment shall be on a turnkey design-and-construction basis. The successful bidder shall be responsible for the completeness, coordination, buildability, structural adequacy, statutory compliance and performance of the works, including work performed by its designers, specialists, subcontractors and suppliers.

The contractor shall not rely solely on the Municipality's indicative information or reference photograph. It shall conduct all investigations reasonably required to establish the design basis and shall promptly notify the Municipality of material site constraints, approval risks or scope conflicts. Review or acceptance by the Municipality shall not relieve the contractor or its registered professionals of design responsibility.

6 Overall Scope of Services

6.1 Inception and site verification

Attend an inception meeting and confirm the reporting, communication, approval and document-control procedures.

Inspect each site jointly with the Municipality and record existing conditions photographically.

Confirm boundaries, ownership or lawful municipal control, servitudes, road reserves, access rights, neighbouring uses and visible encroachments.

Undertake topographical, cadastral and engineering surveys where necessary for accurate design and setting out.

Locate visible and known underground and overhead services and obtain information from the relevant service authorities.

Assess terrain, drainage paths, flood and erosion risks, traffic interaction, public safety, security and municipal collection operations.

Undertake appropriate geotechnical or founding investigations where required by the structural designer.

Prepare a site verification and constraints report for each locality before concept approval.

6.2 Environmental and statutory screening

Screen each site and the proposed activity against applicable environmental, waste, water, land-use, heritage and other regulatory requirements.

Determine whether environmental authorisation, waste-management licensing or registration, water-use authorisation, heritage approval, wayleave, land-use approval or any other permission is triggered.

Prepare and submit the applications and supporting information included in the accepted tender, and manage the approval process in coordination with the Municipality.

Identify sensitive receptors, watercourses, wetlands, drainage lines, protected vegetation, erosion hazards and pollution pathways.

Prepare a project- and site-specific environmental management plan or method statement appropriate to the screening findings.

No construction shall begin at an affected site until the approvals legally required for that work are in place.

The contractor shall review Annexure A, comprising the existing waste management licence and its formally approved drawings and plans, and identify all conditions applicable to the proposed works. The contractor shall demonstrate how these conditions will be incorporated into the design and construction. Any additional authorisation, licence amendment or other regulatory approval required shall be identified and addressed before the affected work commences.

6.3 Existing Waste Management Licence Compliance

The contractor shall undertake a detailed compliance review of the existing waste management licence issued for the Thulamela Recycling Buy-Back Centre and its associated approved plans and drawings.

The review shall:

1. Identify all licence conditions applicable to the proposed facility and works.
2. Confirm whether the proposed design, construction activities, waste streams, storage arrangements and intended operations fall within the scope of the existing authorisation.
3. Identify any discrepancies between the existing licence, approved drawings, proposed design and current regulatory requirements.
4. Prepare a licence-compliance matrix indicating each applicable condition, the corresponding design or construction response, the responsible party and the evidence required to demonstrate compliance.
5. Identify and report any additional environmental authorisation, licence amendment, variation or other statutory approval that may be required, together with the proposed process and anticipated implications for the project programme and cost.

The contractor shall submit the compliance assessment to the Municipality for review before detailed design approval. No affected construction or activity shall commence until the statutory approvals legally required for that work have been obtained.

The contractor shall not undertake any activity outside the scope of the existing licence or contravene any applicable licence condition.

6.4 Concept design

Confirm the intended waste streams, anticipated use, collection method, collection-vehicle type and operational capacity with the Municipality.

Develop a consistent prototype concept capable of site-specific adaptation.

Prepare site layouts, plans, elevations, sections, three-dimensional views where useful, an outline specification and preliminary cost allocation for each centre.

Demonstrate pedestrian and vehicle access, collection manoeuvring, sight distance, drainage, security, waste bays, signage and maintenance access.

Present the concept designs to the Municipality and incorporate written comments before detailed design.

6.5 Detailed design and documentation

Prepare coordinated architectural, civil and structural designs and any necessary electrical, fire or specialist designs.

Provide design calculations, design criteria, risk assessments and professional design certifications.

Prepare construction drawings, schedules, specifications, setting-out information and a detailed priced activity schedule or bill of quantities.

Prepare and submit building plans and other statutory drawings where required.

Prepare a construction programme, procurement schedule, inspection and test plan, quality plan, environmental plan and health-and-safety documentation.

Obtain the Municipality's written approval of the detailed design before commencing permanent construction.

6.6 Construction

The Contractor shall:

- Establish and secure the construction site.
- Undertake site clearance and earthworks.
- Construct foundations.
- Construct reinforced concrete hardstands.
- Construct all buildings and structural elements.
- Install electrical and water infrastructure.
- Construct stormwater drainage infrastructure.
- Install security fencing and gates.
- Install signage and safety infrastructure.
- Perform testing and commissioning.
- Hand over a complete operational facility.

7 Minimum Functional and Technical Requirements

7.1 General performance requirements

The Buy-Back Centre shall be designed and constructed to provide a safe, environmentally compliant and efficient facility for receiving, sorting, temporary storage and dispatch of recyclable materials.

The design shall accommodate anticipated operational volumes and future expansion where practical.

Minimum Facility Requirements

Element	Minimum Requirement
Site Platform	Stable all-weather platform
Warehouse	Covered storage facility for recyclables
Sorting Area	Reinforced concrete sorting floor
Buy-Back Reception Area	Material receiving and payment area
Office Facilities	Administrative offices
Ablution Facilities	Male and female facilities
Kitchen/Canteen	Staff welfare facilities
Loading Area	Waste receiving and dispatch area
Fire Protection	Fire safety equipment
Security Fence	Anti-climb perimeter fence
Access Control	Vehicle and pedestrian gates
Water Supply	Municipal water connection
Electrical Installation	Internal and external lighting
Drainage	Stormwater management infrastructure
Signage	Safety and operational signage

7.2 Structural design and stability

The structural system shall be designed and certified by a suitably registered ECSA Professional Engineer.

The design shall consider:

- Dead loads.
- Live loads.
- Wind loading.
- Dynamic loading.
- Vehicle movement.
- Foundation conditions.
- Long-term durability.

All structural members shall be protected against corrosion and environmental deterioration.

7.3 Materials and workmanship

Materials shall:

- Be new and fit for purpose.
- Comply with relevant SANS standards.
- Be suitable for industrial and waste management operations.
- Be durable and easy to maintain.
- Be resistant to corrosion.

Workmanship shall comply with accepted engineering and construction standards.

7.4 Waste acceptance and operational safeguards

The design shall cater only for waste streams formally approved by the Municipality.

Unless expressly approved and lawfully provided for, the centres shall not accept hazardous waste, healthcare risk waste, asbestos, chemicals, liquid waste, sewage, hot ash, explosives, dead animals or other prohibited waste.

Open burning, burying, scavenging and uncontrolled sorting shall be prohibited through signage and operating controls.

Waste shall be stored for the shortest practicable period and removed according to a municipal collection plan before overflow or nuisance occurs.

The design shall facilitate cleaning, litter control, pest control, inspection and safe collection.

7.5 **Waste Management Licence Compliance Requirements**

The Buy-Back Centre shall be designed and constructed in accordance with the applicable conditions of the existing waste management licence and its approved plans, subject to verification of their current validity and applicability.

The service provider shall ensure that all relevant design elements, including waste receiving and storage areas, sorting facilities, loading and dispatch areas, stormwater drainage, pollution prevention measures, access control and operational safeguards, are consistent with the applicable licence conditions.

Where a conflict is identified between the proposed design and the existing licence, the contractor shall notify the Municipality in writing and propose a compliant resolution before proceeding with the affected work.

No design change, additional waste stream or activity that requires further authorisation may be implemented without the necessary written approvals from the relevant authority.

8 Professional Team Requirements

The bidder shall provide a multidisciplinary team adequate for the full turnkey scope. Registration shall be current for the duration of the relevant services. One person may fulfil more than one role only where suitably qualified, registered and able to discharge both responsibilities without compromising the project.

Tenderers shall submit certified or verifiable proof of qualifications and professional registration, concise curricula vitae, availability commitments and an organogram. Substitution after award requires prior written approval and a replacement of equal or better competence.

9 Legislative and Standards Compliance

The contractor shall comply with all legislation, regulations, standards, permits and by-laws applicable at the time of execution, including amendments. The following list is not exhaustive:

Constitution of the Republic of South Africa, 1996, insofar as applicable to environmental and municipal service obligations.

Municipal Finance Management Act 56 of 2003 and applicable municipal supply-chain-management requirements.

Construction Industry Development Board Act 38 of 2000 and applicable CIDB Regulations and standards.

National Environmental Management Act 107 of 1998 and applicable Environmental Impact Assessment Listing Notices.

National Environmental Management: Waste Act 59 of 2008, applicable waste regulations, national norms and standards and the National Waste Management Strategy.

National Water Act 36 of 1998.

National Heritage Resources Act 25 of 1999.

Spatial Planning and Land Use Management Act 16 of 2013 and applicable land-use controls.

National Building Regulations and Building Standards Act 103 of 1977 and applicable National Building Regulations and SANS 10400 requirements.

Occupational Health and Safety Act 85 of 1993 and applicable regulations, including the Construction Regulations currently in force.

Compensation for Occupational Injuries and Diseases Act 130 of 1993.

Preferential Procurement Policy Framework Act 5 of 2000 and regulations applicable to the procurement at the time of advertisement.

Applicable Thulamela Local Municipality by-laws, policies, approval procedures and standard requirements.

Applicable SANS, COTO, COLTO or other recognised technical standards expressly incorporated into the contract documents.

Where a listed instrument has been repealed or replaced before advertisement or execution, the current replacement shall apply. The tender document shall be checked by SCM and the responsible departments immediately before publication.

10 Environmental Management Requirements

10.1 Design stage

Avoid environmentally sensitive land and minimise the disturbed footprint.

Separate clean stormwater from areas that may contain waste residue.

Provide containment and drainage appropriate to the waste streams and cleaning method.

Prevent windblown litter using orientation, screens, containment and operational controls.

Select durable, repairable and recyclable materials where practicable.

Provide for separation and recovery without creating unsafe manual-handling or public-access conditions.

10.2 Construction stage

Implement the approved environmental management plan and site-specific method statements.

Protect watercourses, drainage lines, vegetation, topsoil, existing services and adjoining properties.

Control dust, noise, erosion, sediment, concrete wash water, fuels, oils, chemicals and waste.

Provide bunded storage and spill-response materials; report and remediate incidents promptly.

Use licensed or otherwise lawful waste transporters and disposal or recovery facilities as applicable, and retain disposal records.

Rehabilitate all temporary works and disturbed areas, remove surplus materials and leave each site clean and stable.

10.3 Operational environmental documentation

Prepare a concise operating and maintenance manual covering permitted waste, inspection, cleaning, litter and pest control, collection frequency, drainage maintenance, incident response and record keeping.

Provide a site-specific environmental compliance file containing screening outcomes, approvals, monitoring records, incidents, waste records and close-out evidence.

11 Occupational Health and Safety

The Municipality and appointed contractor shall discharge their respective duties under the Occupational Health and Safety Act and Construction Regulations. The contractor shall price and provide all resources needed for legal compliance and shall not treat health and safety as a provisional or optional obligation.

Submit a project-specific construction health-and-safety plan responding to the Municipality's baseline health-and-safety specification.

Provide valid proof of good standing under COIDA before site handover and maintain it for the contract period.

Make all required statutory notifications or permit applications and do not commence affected work before authorisation.

Appoint competent persons in writing and maintain the required health-and-safety file.

Address public interface, traffic and pedestrian management, excavation, temporary works, lifting, work at height, structural steel erection, roofing, electrical tools, hot work, housekeeping and emergency response.

Fence and secure active work areas and prevent unauthorised community access.

Report incidents and non-conformances, implement corrective action and submit monthly health-and-safety reports.

Provide a complete consolidated health-and-safety file at handover.

12 Quality Management and Testing

Submit a project quality plan and inspection and test plan before construction.

Use hold points for founding conditions, reinforcement, concrete placement, structural connections, roof and bracing, drainage falls, coatings and practical completion.

Provide material approvals, batch tickets, concrete test results, compaction results where applicable, weld and bolt inspection records, coating or galvanising certificates and product warranties.

Give the Municipality reasonable notice to inspect work before it is covered.

Maintain site diaries, photographic records, requests for information, design changes, site instructions, test records and non-conformance registers.

The responsible, registered professionals shall inspect the work at appropriate stages and certify conformity with their designs at completion.

Defective or non-conforming work shall be removed, repaired, retested or replaced at the contractor's cost.

13 Deliverables and Approval Gates

Stage	Deliverables	Approval Gate
1. Inception	Inception Report, Programme, Risk Register	Municipal Acceptance
2. Site Verification	Site Assessment Report	Approval of Design Basis
3. Concept Design	Concept Layouts and Preliminary Cost Estimates	Municipal Approval
4. Detailed Design	Drawings, Specifications, BOQ, Designs, Waste management licence compliance matrix and evidence that applicable licence conditions have been incorporated into the design	Municipal and Statutory Approval
5. Construction	Progress Reports and Quality Records	Monthly Acceptance
6. Practical Completion	Completion Certificates and Defect Lists	Practical Completion

7. Handover	As-Built Drawings, Manuals and Training, Final licence-compliance report and copies of any additional statutory approvals required and obtained for the works.	Final Handover
8. Final Completion	Defects Rectification	Completion Certificate

Waste Management Licence Compliance Deliverables

The contractor shall submit the following as part of the project deliverables:

- A review of the existing waste management licence and associated approved plans.
- A licence-compliance matrix addressing all applicable conditions.
- A report identifying any additional authorisations or licence amendments that may be required.
- Evidence of compliance with applicable licence conditions incorporated into the approved design and construction records.
- Copies of any additional statutory approvals obtained as part of the accepted turnkey scope.
- Final as-built drawings, an operating and maintenance manual, and a handover compliance report demonstrating that the completed facility is consistent with the applicable licence conditions.

Final handover shall be subject to verification that the facility complies with the approved design, applicable licence conditions and all statutory requirements relevant to the completed works.

14 Programme and Reporting

Tenderers shall propose a realistic overall completion period and a site-by-site programme. The programme shall show design investigations, approvals, long-lead procurement, construction sequencing, inspections, practical completion and close-out. Parallel delivery may be proposed provided that adequate professional, supervisory, plant and financial resources are demonstrated.

Submit a detailed baseline programme within the period stated in the contract after appointment.

Submit weekly site updates and formal monthly reports showing progress against programme, expenditure, cash flow, resources, procurement, design status, approvals, risks, safety, environment, quality, community matters, photographs and recovery actions.

Attend inception, design-review, site, progress and close-out meetings as directed.

Notify the Municipality promptly of any event that may affect cost, time, quality, statutory compliance or safe operation.

15 Stakeholder and Community Liaison

Coordinate all formal community engagement through the Municipality and its authorised representatives.

Cooperate with ward councillors, traditional leadership, municipal waste personnel and affected road or service authorities as directed.

Provide notices and safety information in appropriate languages where required.

Maintain a complaints and incidents register and refer commitments affecting scope, time or cost to the Municipality for written instruction.

Comply with any approved requirements concerning a Community Liaison Officer and local labour without making unauthorised employment commitments.

16 Municipal Responsibilities

Identify the intended sites and provide available municipal records and operational information.

Provide access to municipal stakeholders and nominate an authorised project representative.

Review submissions within agreed periods and issue decisions or consolidated comments.

Provide the client's baseline health-and-safety specification and make any appointments required of the client by law.

Facilitate municipal approvals without guaranteeing approval by independent authorities.

Inspect, monitor and administer the contract in accordance with the contract documents.

17 Pricing and Financial Requirements

The tender shall be priced as a complete turnkey obligation. The bidder shall provide a transparent breakdown per site and per project stage. Unless expressly excluded in the pricing schedule, the tendered amount shall include all professional fees, surveys, investigations, design, statutory submissions, travel, community-interface costs, temporary works, plant, materials, labour, supervision, testing, health and safety, environmental controls, commissioning, as-built documentation, warranties, overheads, profit, contingencies under the bidder's control and applicable taxes.

The pricing schedule should separately identify provisional sums only for clearly defined work that cannot reasonably be quantified before investigation. A provisional sum shall not be used to transfer normal turnkey design-completion risk back to the Municipality. No additional payment shall arise from omissions that a competent turnkey bidder should reasonably have allowed for.

18 Minimum CIDB Requirement

Based on the current estimated contract value and the predominantly roofed, fenced building-type scope, the recommended minimum designation is:

CIDB 5GB OR HIGHER

Recommended tender wording: It is estimated that tenderers must have a CIDB contractor grading designation of 5GB or higher. The bidder's registration shall be active and capable of verification on the CIDB Register of Contractors. The grading required at award shall be appropriate to the final tendered contract value and applicable CIDB rules.

19 Tender Returnable Technical Information

Completed and signed tender schedules and all mandatory returnables.

Verifiable CIDB registration details.
Turnkey execution methodology addressing all five sites.
Preliminary concept approach and design assumptions, without undertaking unpaid detailed design.
Detailed programme, resource schedule and cash-flow forecast.
Company experience schedule supported by appointment letters, completion certificates and client reference letters for each project claimed.
Professional team schedule, organogram, qualifications, registrations, curricula vitae and letters of availability.
Schedule of proposed subcontractors and the work allocated to each.
Construction plant and equipment schedule showing ownership, and availability arrangements.
Preliminary project risk register addressing approvals, land, access, services, ground conditions, weather, community interface, safety, programme and cost.
Preliminary quality, environmental and health-and-safety approaches.
Detailed turnkey price breakdown per centre and per stage.

20 Insurances, Security and Warranties

Provide the insurance and contract security required by the chosen conditions of contract, including contract works, public liability, motor, workers' compensation and professional indemnity appropriate to the design responsibility.
Maintain professional indemnity cover for the period and amount stated in the tender data.
Provide manufacturer and installer warranties for roofing, coatings, gates, fencing and other warranted components.
The defects-liability or defects-notification period should be not less than 6 months from practical completion of the relevant works, unless the approved contract data provides a longer period.
Warranties shall be issued or ceded to the Municipality at handover where applicable.

21 Handover, Training and Defects

Conduct joint practical-completion inspections at each site and issue consolidated defect lists.
Demonstrate access control, gates, drainage, cleaning arrangements, waste-bay use and safe municipal collection procedures.
Train nominated municipal personnel in routine inspection, cleaning, minor maintenance, incident response and record keeping.
Provide labelled keys, locks, spare items, warranties, manuals, approved drawings and as-built records.
Correct defects within the periods instructed and attend a final-completion inspection.
The Municipality may withhold completion certification until all safety-critical, statutory and operational deliverables are complete.

22 Design Review and Change Control

All submissions shall be issued through a controlled document register with revision numbers, dates, status and professional signatures.

The contractor shall resolve interdisciplinary clashes before submission.

Municipal comments shall be tracked in a response register and closed out in the next revision.

No material change to approved scope, layout, structure, materials or cost shall be implemented without written instruction or approval under the contract.

Contractor-initiated design corrections required for compliance, safety, completeness or buildability shall not automatically constitute a compensation event or variation.

23 Key Project Risks to Be Managed

Risk	Minimum Required Response
Environmental approval delays	Early screening and engagement
Fire risk	Fire prevention and response measures
Theft and vandalism	Security systems and access control
Stormwater impacts	Drainage and runoff control
Operational inefficiencies	Confirm operational requirements
Construction delays	Detailed planning and monitoring
Escalating costs	Cost control and reporting
Safety incidents	Health and Safety Management
Recycling market fluctuations	Adequate storage and operational flexibility

24 Reference Information and Order of Precedence

Any photograph supplied by the Municipality illustrates the desired scale and general function only. It is not a construction drawing, design approval, specification or representation that the pictured facility complies with South African requirements. The successful bidder shall develop and certify its own site-specific designs.

The order of precedence between these Terms of Reference, tender data, pricing schedules, conditions of contract, specifications, drawings and addenda shall be stated in the final contract. Tenderers shall raise discrepancies before the clarification deadline.

25 Completion Standard

The project will be considered complete only when all five centres are safe, functional, legally compliant, professionally certified, free of material defects, clean and ready for municipal operation; all required approvals and close-out records have been delivered; and the Municipality has accepted the works in accordance with the contract.

The following is a statement of similar work executed by the company/ies in the last ten (10) years:

Employer, Contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand) if applicable	Date Completed