MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THULAMELA MUNICIPALITY					
BID NUMBER:	31/2026/2027	CLOSING DATE:	09 DECEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	OPERATION AND MAINTENANCE OF THOHOYANDOU LANDFILL SITE FOR THREE (3) YEARS				
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@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

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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
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THULAMELA MUNICIPALITY

INVITATION TO BID

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

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to make sure the Bid documents are submitted on time, and late submission won't be accepted.

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- **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.**
- **Proof of valid Professional Registration of proposed Project Leader / Manager.**
- **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.**
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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**
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2. 100% Women ownership	**5**
3. Youth	**3**
4. Disability (Medical certificate will be used to verify the disability status of the bidder).	**2**

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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 — 27/10/2026

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: .....

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: .....

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:		
	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.

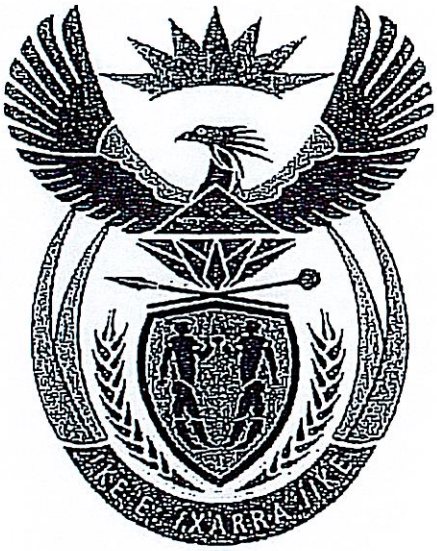
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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 OPERATION AND MAINTANANCE COMPANY — MAXIMUM 30 POINTS** The tenderer must demonstrate experience in successfully completing landfill operation and maintenance projects **for government (national or provincial departments, municipalities, and state-owned companies)** within the 10 years preceding the tender closing date. Attach signed appointment letters and/or purchase orders and signed reference letters of the completed projects.. Each qualifying completed landfill O&M must have a value of R3,000,000 or more, inclusive of VAT. 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 purchase order indicating the project description and contract value; and 2. The corresponding signed reference letters confirming successful completion of the project. **Important:** No points will be awarded for a project if either the signed appointment letter or the corresponding signed reference letter is 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;	20

- 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.

Plant / equipment	Number	Weight
Landfill compactor suitable for the waste stream and site	1	8
TLB / Excavator	1	4
Tipper truck for approved cover/material movements	2	5
Water tanker or suitable dust-suppression unit	1	3

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. Site Manager — Maximum 5 Points

(a) Minimum academic qualification 20

The proposed Site Manager must possess a National Diploma or Degree in Environmental Management, Waste Management, Environmental Health, Civil Engineering, Environmental Science or a related field.

The tenderer must submit a certified copy of the qualification.

(b) Relevant experience — 5 points

	The proposed Site Manager must have experience in managing landfill operations, waste disposal facilities, waste management services or comparable environmental/municipal operations. Scoring: • Five (5) years or more of relevant experience: **5 points** • Three (3) to less than five (5) years of relevant experience: **2 points** • Less than three (3) years of relevant experience, or no acceptable evidence: **0 points** The tenderer must submit a detailed CV indicating the projects or facilities managed, the employer or client, responsibilities, project or contract duration, and the dates of employment. A reference letter from the relevant client or employer must be attached for each experience claimed. The reference letter must confirm the person's role and period of involvement. Experience not supported by the required reference letters will not be scored. **2. Landfill Operations Supervisor / Foreman — Maximum 4 Points** **(a) Minimum academic qualification** The proposed Landfill Operations Supervisor/Foreman must possess a National Senior Certificate (Grade 12) or equivalent, together with relevant training in landfill operations, waste management, environmental management or civil construction. The tenderer must submit a certified copy of the qualification and available training certificates. **(b) Relevant experience — 4 points** The proposed Landfill Operations Supervisor/Foreman must have experience supervising daily landfill operations, waste placement, compaction, covering of waste, housekeeping, plant coordination, site maintenance or comparable waste management operations. Scoring: • Five (5) years or more of relevant experience: **4 points**	

	• Three (3) to less than five (5) years of relevant experience: **2 points** • Less than three (3) years of relevant experience, or no acceptable evidence: **0 points** The tenderer must submit a detailed CV indicating the relevant facilities or projects, positions held, duties performed, clients or employers, and employment periods. Reference letters confirming the role and period of involvement must be attached. Experience limited to general building construction, without evidence of relevant landfill, waste management or comparable operational duties, will not be considered. **3. Health and Safety Officer — Maximum 3 Points** **(a) Minimum qualification and registration** The proposed Health and Safety Officer must possess a relevant occupational health and safety qualification and the professional registration required for the duties and level of appointment, where applicable. Where SACPCMP registration is required for the proposed role, the tenderer must submit valid proof of registration in the applicable category. The tenderer must submit certified copies of relevant qualifications, applicable registration certificates and any required health and safety training certificates. **(b) Relevant experience — 3 points** The proposed Health and Safety Officer must have experience implementing and monitoring occupational health and safety requirements in landfill operations, waste management facilities, industrial operations, construction or comparable high-risk operational environments. Scoring: • Three (3) years or more of relevant experience: **3 points** • One (1) year to less than three (3) years of relevant experience: **1 point** • Less than one (1) year of relevant experience, or no acceptable evidence: **0 points** The tenderer must submit a detailed CV indicating the relevant workplaces or projects, health and safety	

	responsibilities, employment periods and duties performed. Reference letters must confirm the person's role and period of involvement. **4. Plant Operators and Maintenance Support Personnel — Maximum 3 Points** **(a) Minimum qualification and competence** The tenderer must provide suitably competent operators for the plant and machinery proposed for landfill operations, together with personnel capable of carrying out routine maintenance and reporting mechanical defects. Plant operators must possess valid licences, operator certificates or other proof of competence applicable to the specific machinery they will operate, where required. Maintenance personnel must possess relevant mechanical, diesel-mechanical or plant maintenance training or demonstrated practical competence appropriate to their duties. The tenderer must submit the proposed personnel list, relevant certificates or licences, and CVs. **(b) Relevant experience — 3 points** Experience must relate to operating or maintaining landfill compactors, TLBs, excavators, tipper trucks or other relevant plant and machinery used in waste management, earthworks or comparable municipal operations. Scoring: • Three (3) years or more of relevant experience: **3 points** • One (1) year to less than three (3) years of relevant experience: **1 point** • Less than one (1) year of relevant experience, or no acceptable evidence: **0 points** The tenderer must submit CVs identifying the machinery operated or maintained, relevant projects or facilities, responsibilities and periods of experience. Reference letters from employers or clients must be provided. Where more than one operator or maintenance employee is proposed, the tenderer must identify the experience of each person. **5. Landfill Spotter — Maximum 1 Point**	

	(a) Minimum qualification The proposed Landfill Spotter must possess at least a Grade 10 qualification or equivalent and demonstrate the ability to communicate effectively, identify unsafe conditions and guide the safe movement of vehicles and machinery. Relevant waste management, environmental awareness, traffic control or occupational health and safety training will be an advantage. The tenderer must submit proof of the minimum qualification and a CV. **(b) Relevant experience — 1 point** Experience must relate to guiding trucks and machinery, directing waste offloading, monitoring waste placement, identifying prohibited waste or assisting with safe operations at a landfill, transfer station, waste facility or comparable operational site. Scoring: • One (1) year or more of relevant experience: **1 point** • Less than one (1) year of relevant experience, or no acceptable evidence: **0 points** A reference letter confirming the person's role and period of involvement must be attached for the experience claimed. **6. Security Supervisor — Maximum 2 Points** **(a) Minimum qualification and registration** The proposed Security Supervisor must meet the applicable Private Security Industry Regulatory Authority (PSIRA) registration and grading requirements for the supervisory duties to be performed. The tenderer must submit valid proof of the supervisor's registration and any required grading or training certificates. The tenderer must also provide details of the security service provider's applicable PSIRA registration. **(b) Relevant experience — 2 points** The proposed Security Supervisor must have experience supervising security personnel, controlling site access, maintaining security occurrence registers, conducting patrols,	

	reporting incidents and managing security at industrial, municipal, landfill or comparable facilities. Scoring: • Three (3) years or more of relevant security supervisory experience: **2 points** • One (1) year to less than three (3) years of relevant security supervisory experience: **1 point** • Less than one (1) year of relevant experience, or no acceptable evidence: **0 points** The tenderer must submit a detailed CV and reference letters confirming the supervisory role, site or facility, employer and period of involvement. **7. Security Officers — Minimum Four (4) Officers** The tenderer must provide for a minimum of four (4) security officers for the contract, subject to the final approved security deployment schedule and required coverage. The tenderer must demonstrate how continuous coverage, shift arrangements, relief for leave and absenteeism, and replacement of unavailable personnel will be maintained in accordance with the contract requirements. Each proposed security officer must meet the applicable PSIRA registration, grading and training requirements for the duties assigned. The tenderer must submit: 1. A list of at least four (4) proposed security officers; 2. Valid PSIRA registration details for each proposed officer; 3. CVs or personnel profiles indicating relevant security experience; 4. A proposed security deployment and shift roster; and 5. A plan for relief staff and replacement of absent personnel. Security officers must be capable of controlling access to the landfill, monitoring entry and exit, recording visitors and vehicles, conducting patrols, reporting incidents, protecting municipal and contractor property, and escalating emergencies. The minimum number of security officers is a **staffing requirement**. Their inclusion does not create additional points beyond the 20-point personnel experience allocation	

above. The final staffing and shift requirements must be consistent with the approved scope of work and pricing schedule.

8. Data Capturer — Maximum 2 Points

(a) Minimum qualification and computer skills

The proposed Data Capturer must possess at least a Grade 12 qualification or equivalent and demonstrate basic computer literacy, including the use of Microsoft Excel or equivalent spreadsheet software and the ability to maintain accurate operational records.

The tenderer must submit proof of the qualification and a CV. Relevant computer literacy certificates or evidence of previous data-capturing duties should also be included where available.

(b) Relevant experience — 2 points

The proposed Data Capturer must have experience recording, capturing and maintaining operational data, including vehicle entry and exit registers, waste quantities, daily site activities, plant operating records, incident registers, attendance records or monthly performance reports.

Scoring:

- Three (3) years or more of relevant data-capturing or reporting experience: **2 points**
- One (1) year to less than three (3) years of relevant experience: **1 point**
- Less than one (1) year of relevant experience, or no acceptable evidence: **0 points**

The tenderer must submit a detailed CV identifying the relevant duties, systems or software used, employers and periods of experience. Reference letters confirming the relevant duties and period of involvement must be attached for experience claimed.

Summary of Personnel Experience Scoring

Key personnel	Maximum points
1. Site Manager	5
2. Landfill Operations Supervisor / Foreman	4
3. Health and Safety Officer	3

	4. Plant Operators and Maintenance Support Personnel: 3 5. Landfill Spotter: 1 6. Security Supervisor: 2 7. Security Officers — minimum four required: Staffing requirement; no additional points 8. Data Capturer: 2 **TOTAL AVAILABLE PERSONNEL EXPERIENCE POINTS: 20** **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.	
	The tenderer must submit a project-specific **Operation and Maintenance Methodology Proposal** for Thohoyandou Landfill Site. The proposal must explain how the tenderer will perform the services specified in the bid document throughout the 36-month contract period. Generic company profiles, brochures or statements indicating that the tenderer will comply with the specification will not be sufficient. The submission must contain the specific plans, procedures, schedules and sample records requested below. **1. Landfill Operations Method Statement — Maximum 5 Points** **Documents required:** A written Landfill Operations Method Statement and a sample daily operating checklist. The method statement must describe, step by step, how the tenderer will perform daily landfill operations. It must include:	20

	1. **Site access and waste acceptance:** Procedures for controlling entry, recording incoming vehicles and loads, inspecting waste, identifying prohibited waste and reporting rejected or suspicious loads. 2. **Traffic management:** Procedures for directing vehicles, controlling reversing, separating pedestrians from machinery and preventing congestion. 3. **Working-face management:** Procedures for selecting and controlling the active tipping area, directing offloading and ensuring that waste is placed within the designated area. 4. **Waste compaction and cover:** The proposed procedures and frequency for spreading, compacting and covering waste, including how suitable cover material will be sourced and managed. 5. **Housekeeping and nuisance control:** Procedures for controlling windblown litter, dust, odour, pests and other operational nuisances. 6. **Daily records:** Details of the registers and checklists that will be completed, including incoming waste loads, inspections, plant operating hours, incidents and corrective actions. **Scoring guide:** • **5 points:** All six areas are addressed through a clear, site-specific and practical operating procedure, supported by a sample daily checklist. • **2 points:** The method statement addresses some operational activities but contains significant omissions or insufficient detail. • **0 points:** No method statement is submitted, or the submission is generic and does not explain how the required landfill operations will be performed. **2. Environmental Management and Licence Compliance Plan — Maximum 5 Points** **Documents required:** A written Environmental Management and Licence Compliance Plan and a sample environmental inspection checklist. The plan must explain how the tenderer will prevent pollution and comply with the current landfill licence conditions and applicable environmental requirements. It must include: 1. **Licence compliance:** A compliance checklist identifying the relevant landfill licence conditions, the proposed control measures, the responsible person and the frequency of inspection or monitoring.	

	2. **Leachate management:** Procedures for inspecting, containing, collecting, handling and reporting leachate in accordance with the licence and approved site arrangements. 3. **Stormwater and erosion control:** Measures to maintain drainage, prevent contaminated runoff, inspect stormwater controls and address erosion. 4. **Dust, odour and litter:** Specific measures for prevention, inspection, corrective action and recording complaints. 5. **Fire and pest control:** Fire prevention, early reporting, emergency response arrangements and measures to control pests and vermin. 6. **Pollution monitoring and incident reporting:** Procedures for conducting required inspections, arranging any monitoring specified in the contract or licence, reporting environmental incidents and maintaining records of corrective action. The tenderer must identify the personnel responsible for environmental controls and explain how environmental problems will be reported to the Municipality. **Scoring guide:** • **5 points:** All six areas are addressed through practical measures linked to the current site licence and operating requirements, with clear responsibilities, inspection frequencies and a sample checklist. • **2 points:** The plan addresses some environmental risks but lacks important controls, responsibilities, monitoring arrangements or supporting documentation. • **0 points:** No environmental management plan is submitted, or the submission does not provide practical measures relevant to landfill operations. **3. Staffing, Security and Occupational Health and Safety Plan — Maximum 4 Points** **Documents required:** A Staffing and Shift Deployment Plan, a Security Plan, and an Occupational Health and Safety Plan. The submission must include: 1. **Staffing establishment:** A table listing each proposed position, number of personnel, main duties, reporting line and working hours. The staffing establishment must be consistent with the personnel requirements in the specification.	

	2. **Shift and attendance arrangements:** A proposed shift roster, attendance-recording procedure, relief arrangements for leave and absenteeism, and a plan for replacing unavailable personnel. 3. **Security deployment:** Confirmation of at least four security officers, subject to the final approved staffing requirement, together with the proposed shift coverage, security supervisor arrangements, access control, patrols, visitor and vehicle registers, incident reporting and emergency communication. 4. **Health and safety controls:** Site induction, toolbox talks, personal protective equipment (PPE), safe plant operation, traffic and pedestrian separation, emergency procedures and incident reporting. 5. **Responsibility and supervision:** Identification of the persons responsible for enforcing security, occupational health and safety and operational procedures. **Scoring guide:** • **4 points:** All five requirements are addressed through clear staffing tables, a shift roster, security deployment arrangements and practical health and safety procedures. • **2 points:** Some arrangements are provided, but important information on staffing, shift coverage, security or safety procedures is missing. • **0 points:** The required plans are not submitted, or the submission does not demonstrate how staffing, security and health and safety will be managed. **4. Mobilisation and Service Continuity Plan — Maximum 3 Points** **Documents required:** A Mobilisation Programme and a Plant Deployment and Breakdown Response Plan. The tenderer must explain how the service will commence and continue without avoidable disruption. The submission must include: 1. **Mobilisation programme:** A time-based schedule showing the activities to be completed before operations commence, the responsible persons and the proposed completion dates. 2. **Site handover and baseline inspection:** Procedures for inspecting the site at handover, recording existing conditions, identifying outstanding operational issues	

	and documenting existing plant, equipment, facilities and records. 3. **Plant deployment:** A schedule identifying each item of required plant and equipment, its intended use, the planned deployment date and arrangements for servicing and maintenance. 4. **Breakdown response:** Procedures for reporting plant breakdowns, arranging repairs, providing replacement plant where necessary and recording maintenance activities. 5. **Service continuity:** Contingency arrangements for staff shortages, plant failure, fire, severe weather and other events that could disrupt essential landfill operations. **Scoring guide:** • **3 points:** A realistic mobilisation programme and practical plant deployment, breakdown response and service continuity arrangements are provided. • **1 point:** A programme is provided but significant details on mobilisation, plant availability, breakdown response or continuity are missing. • **0 points:** No mobilisation programme is submitted, or the submission does not explain how operations will commence and continue. **5. Reporting, Records and Performance Monitoring Plan — Maximum 3 Points** **Documents required:** A Reporting and Performance Monitoring Plan, together with sample daily and monthly reports and sample operational registers. The tenderer must explain how operational performance and compliance will be recorded and reported to the Municipality. The submission must include: 1. **Daily operating report:** A sample report recording site activities, incoming vehicles and waste loads, staff attendance, plant operating hours, inspections, incidents and problems requiring attention. 2. **Monthly performance report:** A sample report summarising operations, plant availability, maintenance, waste records, environmental performance, security incidents, complaints, health and safety incidents and corrective actions. 3. **Operational registers:** Sample formats for the waste-load register, staff attendance register, plant and	

maintenance log, environmental inspection checklist, security occurrence register and incident register.

4. **Corrective-action tracking:** A sample register showing how problems are recorded, assigned to responsible persons, given target completion dates and followed up until resolved.
5. **Reporting schedule:** A proposed reporting calendar identifying the reports to be submitted, their frequency, the responsible person and the municipal official or representative to whom they will be submitted.

Scoring guide:

- **3 points:** The submission includes the reporting plan and relevant sample reports and registers, with clear reporting frequencies, responsibilities and corrective-action tracking.
- **1 point:** Some sample reports or registers are provided, but important reporting requirements, responsibilities or follow-up procedures are missing.
- **0 points:** No reporting plan or supporting samples are submitted, or the submission does not demonstrate how the required records will be maintained.

Summary of Methodology and Service Delivery Scoring

Subcriterion	**Maximum points**
1. Landfill Operations Method Statement	5
2. Environmental Management and Licence Compliance Plan	5
3. Staffing, Security and Occupational Health and Safety Plan	4
4. Mobilisation and Service Continuity Plan	3
5. Reporting, Records and Performance Monitoring Plan	3
TOTAL	**20**

Company Financial Standing (Construction Company)
Stamped bank reference letter indicating the bank rating:

BANK RATING	POINTS
A	10
B	8
C	6
D	4
E	2
F-G	0

10

TOTAL	**100**

THULAMELA LOCAL MUNICIPALITY

Terms of Reference

OPERATION AND MAINTENANCE OF THOHOYANDOU LANDFILL SITE FOR A PERIOD OF 36 MONTH

CONTENTS

1. Scope of work
2. Site and service context
3. General contract obligations
4. Operating hours, access and waste acceptance
5. Waste placement, compaction and cover
6. Drainage, leachate and pollution prevention
7. Roads, vegetation, fire and nuisance control
8. Resource recovery and methane safety
9. Plant, equipment, materials and maintenance
10. Personnel, health, safety and training
11. Records, reporting and meetings
12. Performance monitoring, non-performance and remedies
13. Pricing instructions
14. Bill of quantities / pricing schedules
15. Contract management and handover

1. SCOPE OF WORK

The contract is for the complete day-to-day operation and maintenance of the existing Thohoyandou Landfill Site. The contractor shall manage the site in accordance with the current waste management licence, applicable law, written instructions of the Municipality and this specification. The work includes, but is not limited to:

Provide suitably qualified and trained staff, operational management, supervision, relief staff and all labour required for the service.

Provde, operate, fuel, service, repair and maintain the plant, vehicles, tools, safety equipment and consumables required by the approved plant schedule.

Control access and waste acceptance; inspect loads; record accepted and rejected loads; direct waste to approved disposal areas; and prevent unauthorised disposal.

Operate sanitary landfilling practices, including controlled working faces/cells, spreading, compaction, daily/intermediate cover and final shaping/cover where instructed and authorised.

Maintain clean stormwater diversion and contaminated water/leachate systems; minimise contact between clean runoff and waste; report leaks, overflows, erosion and pollution incidents immediately.

Maintain internal access/haul roads, working areas, fences and gates within the contractor's responsibility, site signs, buildings/ablutions allocated to the contractor, vegetation, firebreaks and litter control.

Maintain records, daily diaries, weighbridge/load data where applicable, waste volumes and categories, plant utilisation, staff attendance, complaints, incidents, rainfall, maintenance, cover material and compliance actions.

Support recycling/resource recovery and approved salvage arrangements without compromising safety, waste acceptance controls or the licence.

Conduct inspections, audits, reporting and monthly performance meetings; correct defects and non-conformances within the timeframes set by the Municipality.

Provide emergency response and operational continuity during adverse weather, breakdowns, fire, pollution events and other emergencies, within the contract scope.

Excluded unless separately instructed, priced and lawfully procured: new landfill cell design, engineering design services, major capital construction, and any activity not included in the final approved bill of quantities. No design drawings are included in this document.

2. SITE AND SERVICE CONTEXT

The Thulamela draft identifies the Thohoyandou Landfill Site as situated at Thohoyandou Block J and records that it serves general waste disposal needs from the Thulamela forum area, including residential, commercial and some light-industrial

sources. The source draft records licence number 12/4/10/8-B/8/V5/A1; the Municipality must verify and attach the current authorisation before issue.

Bidders shall inspect the site, review the information issued with the bid and satisfy themselves as to access, terrain, existing facilities, operational constraints and the resources required. Any site information supplied is for tender purposes and must be confirmed during the compulsory briefing/site inspection where specified.

3. GENERAL CONTRACT OBLIGATIONS

Comply with the Constitution, applicable environmental, waste, water, occupational health and safety, labour, transport, municipal by-law and other legislation, regulations, standards, licence conditions and lawful directives in force during the contract.

Comply with the National Environmental Management: Waste Act, 2008 (Act 59 of 2008), as amended; National Environmental Management Act, 1998 (Act 107 of 1998), as amended; Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended; applicable waste classification and management regulations, waste information requirements and licence conditions.

Where legislation, licence conditions or an approved operating plan impose a stricter requirement than this specification, the stricter lawful requirement shall apply. The contractor must notify the Municipality in writing of apparent conflicts before acting on them.

Appoint one accountable contract manager and a competent site supervisor. The contractor shall not subcontract core work without prior written approval and disclosure in the tender.

Attend site meetings, cooperate with municipal inspections and provide access to records, staff, equipment and work areas for audit and verification.

Keep the site and work areas orderly; protect municipal assets, monitoring boreholes, infrastructure, drainage, fences, roads and services; repair damage caused by the contractor at its own cost.

No waste disposal charges may be collected directly by the contractor unless expressly authorised in writing by the Municipality. Municipal tariffs, invoicing and revenue collection remain under municipal control unless the final contract states otherwise.

Do not remove plant assigned to the contract, alter the approved operating method, change the working face, accept new waste streams or undertake work outside the approved scope without written approval.

4. OPERATING HOURS, ACCESS AND WASTE ACCEPTANCE

4.1 Operating programme

Within fourteen (14) calendar days after appointment, submit a practical mobilisation and operating programme setting out staffing, shifts, plant deployment, daily

routines, maintenance, safety, reporting, emergency arrangements and the method for meeting the approved site operating plan. The Municipality shall insert the confirmed site operating hours and any weekend/public holiday requirements in the final bid data.

4.2 Access and gate control

Maintain controlled entry and exit during authorised operating hours. Keep gates secured outside those hours and prevent unauthorised entry.

Verify each incoming vehicle and load; record date/time, vehicle registration, source/customer, waste category, estimated or measured quantity, acceptance/rejection decision and reason, and any other fields required by the Municipality.

Inspect loads safely for prohibited or suspicious materials. Do not direct hazardous, healthcare-risk, liquid, chemical, electronic or other prohibited waste to the general waste working face unless expressly authorised by the current licence and applicable law.

Isolate, secure and report suspected prohibited waste without exposing staff or the public to risk. Notify the municipal representative promptly and follow lawful instructions for specialist assessment, removal and disposal at an authorised facility.

Maintain a rejection/incident register, including photographs where safe and appropriate, and provide the Municipality with details of attempted unauthorised disposal.

Ensure all visitors, informal reclaimers and service providers comply with site access, PPE, induction and safety rules. No person may enter active plant operating zones without authorisation.

4.3 Weighing and waste records

Where a weighbridge is installed and operational, use it in accordance with its legal metrology requirements, calibration status, approved software and municipal procedures. Keep records of gross/tare/net mass, vehicle, source, waste type, date/time and customer. If the weighbridge is unavailable, use only a temporary recording method approved in writing by the Municipality and reconcile records when service resumes. Weighbridge calibration, software upgrades and external calibration shall be paid only where included as a priced item or separately instructed in writing.

5. WASTE PLACEMENT, COMPACTION AND COVER

Operate the active disposal area using controlled cells or working faces suitable for the daily waste stream and authorised operating method. Keep the active face as small as reasonably practicable while allowing safe vehicle access and efficient operation.

Direct vehicles to the approved tipping point and maintain safe traffic movement, reversing arrangements, separation of pedestrians and plant, and a stable working surface.

Spread waste in controlled layers and compact using suitable landfill plant. The required compaction standard and working method shall be confirmed in the site operating plan/licence and verified by the Municipality; do not apply Tzaneen-specific dimensions as if they were Thohoyandou design requirements.

Provide adequate cover material at the working face. Cover exposed waste at the frequency required by the licence and operating plan and, at minimum, ensure waste is appropriately covered at the end of each operating day unless a different lawful requirement applies.

Use approved suitable material for daily/intermediate cover. Do not excavate or use material in a manner that damages liners, drains, monitoring infrastructure or other protected features. If suitable on-site cover is insufficient, notify the Municipality and provide material only in accordance with the approved pricing and instruction process.

Immediately incorporate and cover highly putrescible waste as required by the licence and safe operating practice. Manage animal carcasses only where the licence and Municipality permit it and apply the approved method.

Handle bulky waste using safe methods and approved equipment. Do not burn waste. Waste reclamation or sorting shall not take place in active tipping/compaction zones or in conflict with site safety rules.

Shape completed areas and slopes to shed water and minimise erosion and ponding. Apply final cover, topsoil and vegetation only where required by the site plan, authorised scope and written instruction.

Protect any liner and associated drainage/leachate infrastructure. Any damage attributable to the contractor must be reported immediately and repaired by suitably competent persons at the contractor's cost, subject to the Municipality's approval.

6. DRAINAGE, LEACHATE AND POLLUTION PREVENTION

Maintain separate systems for clean stormwater and contaminated water/leachate, where provided. Prevent clean runoff from entering waste areas and prevent contaminated water from entering clean stormwater drains, soil, groundwater or natural watercourses.

Inspect drains, berms, channels, sumps, pipes, ponds and pumps at the frequency specified in the operating plan and after significant rainfall. Remove blockages and report damage, erosion, overtopping, leaks or ponding immediately.

Manage leachate and contaminated water only through the authorised system and lawful disposal route. Do not discharge, pump, dilute, divert or reuse contaminated water without written approval and confirmation that the proposed action is lawful.

Keep a rainfall, leachate/pond inspection, pump operation and pollution incident log. Record any unusual odour, discolouration, seepage, fish kill, erosion, spill or complaint and immediately notify the municipal representative.

Provide trained staff with appropriate PPE and procedures for avoiding direct contact with leachate and contaminated water. Prevent public access to contaminated water and unsafe areas.

Support the Municipality's groundwater/surface-water monitoring programme by protecting monitoring points, facilitating access and promptly reporting damage or abnormal observations. Sampling or laboratory analysis is payable only where stated as a BOQ item or separately instructed.

Maintain an incident response procedure covering spills, leachate overflow, stormwater contamination, fire, slope failure and extreme rainfall. Notify emergency services and relevant authorities where legally required.

7. ROADS, VEGETATION, FIRE AND NUISANCE CONTROL

Maintain internal roads and haul routes within the contract scope so that they remain safe and serviceable in ordinary operating conditions. Grade and repair potholes, remove obstructions, manage mud and dust, and notify the Municipality of major repairs outside routine maintenance.

Water unsurfaced roads and operational areas as needed to control dust, using only water sources and reuse arrangements approved by the Municipality and lawful for the intended use.

Pick up windblown litter from fences, vegetation, roads and site boundaries daily or as needed to prevent off-site litter. Maintain litter-control nets/barriers where provided and approved.

Control odour, flies, rodents and other vectors through good sanitary landfill practice, compaction, cover, housekeeping and approved pest-control measures. Chemical pest control shall be performed by appropriately qualified personnel and products used according to law.

Maintain vegetation and grassed areas allocated to the contractor; repair erosion and re-establish vegetation using species and methods approved by the Municipality. Do not use invasive or prohibited species.

Maintain firebreaks in the areas and dimensions confirmed by the Municipality and applicable law. Keep fire-fighting equipment available, serviceable and accessible; train staff in emergency procedures; report smoke or fire immediately.

Maintain traffic and safety signs, including waste acceptance information, directions, speed limits, PPE requirements, hazards, emergency contacts and no-entry zones. Keep signs legible and in good condition.

Maintain allocated buildings, gatehouse, ablutions and plant storage areas in a clean, hygienic and serviceable condition. Clarify the responsibility for security services and major structural repairs in the final bid data.

8. RESOURCE RECOVERY, SALVAGING AND METHANE SAFETY

The contractor shall support recycling and resource recovery only through arrangements approved by the Municipality and consistent with the licence, safety requirements and applicable law. Keep recyclables separate where an approved facility and process are provided; maintain records of quantities, destinations and authorised recipients. Informal reclaiming must be managed under municipal rules and must not compromise the safety of workers, public, vehicles or plant.

Methane and other landfill gases may accumulate in confined or low-lying spaces, drains, manholes and structures. No gas extraction/recovery system is included unless specifically listed in the BOQ. The contractor shall not enter confined spaces or excavations where gas may accumulate without an approved risk assessment, permit-to-work, atmospheric testing, trained personnel and rescue arrangements. Prohibit smoking, naked flames and unauthorised burning. Immediately report bubbling, unusual gas odour, vegetation die-off, subsidence, cracks or suspected gas migration. Any routine gas monitoring/reporting must be included only if the Municipality specifies its scope, frequency, method and pricing before advertisement.

9. PLANT, EQUIPMENT, MATERIALS AND MAINTENANCE

9.1 Minimum plant schedule

Bidders shall submit a plant schedule identifying each item proposed, ownership/lease status, make/model, year, capacity, condition, registration where applicable, availability date, operator and back-up arrangement.

Plant / equipment category	**Tender evidence / operating requirement**
Landfill compactor suitable for site and waste stream	Ownership or enforceable lease; service history; inspection evidence; trained operator; immediate backup plan
TLB / excavator	Suitable for cover material, drainage and routine operational tasks; proof of availability
Water tanker / dust suppression unit	Roadworthy, fit for purpose and available during operating hours
Tipper truck	Roadworthy and suitable for approved material movements
Pump(s), hoses and drainage tools	Suitable for approved drainage/leachate tasks; no unauthorised discharge

Plant / equipment category	Tender evidence / operating requirement
Brush cutters, chainsaws, litter tools and hand tools	Serviceable, guarded and operated by trained staff
Fire extinguishers, first-aid kits, spill kits and gas-testing equipment if specified	Inspected, in date and available at the required locations
Office/communications and recordkeeping equipment	Telephone, incident reporting, records and access to electronic reporting as required

9.2 Availability, breakdowns and maintenance

All plant shall be fit for purpose, maintained in safe working order, operated by competent operators and available during the required operating hours.

Provide preventative maintenance schedules, daily pre-start checklists, service records, defect reports, repair records, fuel logs and plant utilisation records.

Notify the municipal representative immediately of a critical plant breakdown. Provide suitable replacement plant within the timeframe specified in the final contract; the bidder must state its realistic response time and backup arrangements in the tender.

If the contractor fails to restore essential service, the Municipality may, subject to the contract and applicable procurement/legal requirements, arrange substitute plant or services and recover properly evidenced costs where permitted by the contract.

Do not remove dedicated contract plant without prior written approval. Keep registration, roadworthiness, insurance and operator credentials current.

Routine maintenance, tyres, fuel, lubricants, parts, operators and transport shall be deemed included in the relevant priced items unless a specific exclusion is clearly stated and accepted in the signed contract.

At contract end, return municipal property, facilities, records, keys and access devices in the condition required by the contract, fair wear and tear excepted. Remove contractor-owned temporary facilities and waste.

10. PERSONNEL, HEALTH, SAFETY AND TRAINING

Submit an organisational structure, staff schedule, job descriptions and CVs/certificates for key personnel. The final staffing minimums must be set by the Municipality before advertisement; bidders must price all positions needed for full service and relief coverage.

Provide a competent contract/site manager, site supervisor, plant operators, gate/recordkeeping personnel, general workers and suitably trained safety/first-aid personnel as required by the approved staffing schedule.

Maintain adequate relief staff so that leave, illness or absence does not interrupt the service. No key position may be changed without prior written notice and approval where required.

Comply with the Occupational Health and Safety Act and regulations, including risk assessments, safe work procedures, incident reporting, toolbox talks, induction, PPE, machine guarding, traffic management, fire prevention and emergency response.

Submit a site-specific health and safety plan, risk assessments, emergency response plan, PPE matrix and proof of appointments/competence required by law before commencement.

Provide suitable PPE at no additional cost to workers, including high-visibility clothing, safety footwear, gloves, eye/face protection, hearing protection, respiratory protection, hard hats and weather protection as determined by risk assessment.

Maintain first-aid facilities on site and ensure a suitably trained first aider is present during operating hours. Provide potable drinking water, hygienic ablutions and welfare facilities.

Maintain attendance registers, hours worked, training records, medical fitness records where lawfully required, incident/near-miss registers and proof of statutory employment compliance.

No employee or informal reclaimer may burn waste, enter active plant zones without authorisation, or handle hazardous waste without appropriate training and controls.

11. RECORDS, REPORTING AND MEETINGS

Record / report	Minimum content	Frequency / deadline
Daily site diary	Weather/rainfall, staff present, plant present and status, work completed, loads/volumes, cover applied, incidents, visitors, instructions and constraints	Daily; available for inspection
Waste acceptance register	Vehicle, source, category, quantity/weight, date/time, acceptance/rejection and reason	Each load; daily reconciliation
Plant utilisation and maintenance	Operating hours, downtime, defects, service, repairs, fuel, replacement plant	Daily logs; monthly summary

Record / report	Minimum content	Frequency / deadline
Environmental inspection log	Drains, leachate, pond/sump, erosion, litter, dust, odour, pests, fire risk, boreholes and abnormal observations	At least daily operational checks and after significant rainfall
Incident and complaint register	Date/time, location, description, immediate response, notifications, corrective action and closure evidence	Immediate notification for serious incidents; monthly summary
Monthly performance report	KPIs, tonnages/volumes, staffing, plant availability, cover, maintenance, environmental issues, complaints, safety, corrective actions and planned work	By the 5th working day of the following month, unless the Municipality sets another date
Invoices and supporting evidence	Priced BOQ items, approved instructions, timesheets, service reports and proof of deliverables	Monthly, within the contract's invoice process
Audit and corrective action register	Audit findings, responsible person, due date, evidence and close-out	Updated continuously; reviewed monthly

Provide three-part/triplicate site instruction and daily diary books where required by the Municipality, alongside electronic records in the format specified by the contract. Records remain available for audit and must be handed over to the Municipality at contract end.

Hold monthly contract meetings addressing operational performance, licence compliance, plant availability, breakdowns, environmental incidents, complaints, staff and safety, invoices, audit findings, directives, corrective actions and planned work. Minutes and action registers shall be maintained.

12. PERFORMANCE MONITORING, NON-PERFORMANCE AND REMEDIES

The Municipality will inspect and audit the operation regularly. The contractor shall cooperate with inspections and remedy deficiencies within the written timeframe issued. Performance shall be assessed against licence conditions, this specification, approved operating programme, agreed key performance indicators and the final service-level agreement.

Key performance area	Illustrative evidence / standard to be finalised in SLA
Service continuity	Required operating hours covered; no unapproved closure; relief and backup plant available
Waste acceptance and records	Complete, accurate load records; prohibited loads controlled and reported
Waste compaction and cover	Working face managed; waste compacted and covered to licence/approved plan requirements
Environmental protection	Drainage functional; no unauthorised discharge; incidents reported and corrective actions closed
Housekeeping	Litter, dust, odour, pests and vegetation managed to acceptable standard
Plant and staff	Minimum approved complement available; PPE and pre-start checks completed; downtime controlled
Reporting	Complete and timely daily, monthly and incident reporting
Health and safety	Risk controls implemented; incidents reported; training, induction and PPE records maintained

The final tender must contain an approved, unambiguous schedule of service levels, response times and remedies. Any deductions, penalties, liquidated damages or withholding must be proportionate, lawful, measurable, stated in the bid documents before advertisement, and administered in accordance with the signed contract. Avoid inserting unverified penalty amounts from the benchmark. The Municipality may require a corrective action plan, issue a written notice, verify rectification, apply contract remedies where authorised, and pursue termination for material or persistent breach in accordance with the contract and law.

14. PRICING INSTRUCTIONS

All prices must be quoted in South African Rand (ZAR). The bidder must state whether each rate is exclusive of VAT and show VAT separately, with a VAT-inclusive total. The final tender form must apply one consistent VAT treatment across all schedules.

Every BOQ item must be priced. If an item is not applicable, the bidder must enter "N/A" and explain; the Municipality must state in the tender rules whether blank or N/A entries render the bid non-responsive. Do not leave required cells blank.

Rates must include all labour costs, statutory contributions, leave, supervision, overtime where specified, fuel, lubricants, plant, operators, repairs, maintenance, insurance, PPE, consumables, overheads, profit, transport and incidental costs necessary to deliver the described item, except where the BOQ expressly states otherwise.

Monthly fixed service charges shall be priced for 36 months. Any annual and contract totals must be arithmetically consistent. One-off and provisional items must be separately identified and paid only against authorised instruction and verified completion.

The BOQ quantities are estimated for tender evaluation and payment purposes; actual payment shall be based on the final contract's stated measurement/payment rules and approved work completed. The Municipality must insert defensible estimated quantities before advertising.

No additional work shall be undertaken on the assumption that it will be paid. Variations, dayworks, specialist services, additional plant hire, sampling, surveys or emergency works require prior written instruction by an authorised municipal representative, except immediate action required to prevent imminent harm, which must be reported at once.

Bidders must identify any assumptions or exclusions in the designated departure schedule. Qualifications hidden in pricing notes or elsewhere may be treated in accordance with the tender conditions.

The Municipality must confirm whether price adjustment/escalation applies, the base date, formula/index, frequency and supporting evidence before advertising. If no adjustment is allowed, state this clearly in the bid data.

Invoices must be supported by the monthly report, relevant logs, approved instructions, timesheets where applicable and other evidence required by the contract. Payment remains subject to verification and the agreed municipal payment terms.

15. BILL OF QUANTITIES / PRICING SCHEDULES

IMPORTANT: The following is a comprehensive pricing framework. The Municipality must confirm quantities and whether each line is included in the fixed monthly service or separately measured before issue. Bidders must enter rates and amounts in every applicable cell. Do not use the Tzaneen quantities as Thulamela quantities without verification.

Schedule 1 — Monthly operating service and personnel

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Monthly amount (R, excl. VAT)	36-month amount (R, excl. VAT)
1.1	Contract/site manager	person/month	1			
1.2	Site supervisor / team leader	person/month	1			
1.3	Plant operators (by plant type)	person/month	3			
1.4	Gate control / weighbridge and recordkeeping staff	person/month	1			
1.5	General landfill workers / litter pickers	person/month	5			
1.6	Health and safety / environmental support, if required	person/month	1			
1.7	Relief staff and leave coverage	monthly lump sum	1			
1.8	Statutory employment costs, supervision and other employment costs not already included	monthly lump sum	1			
	SUBTOTAL SCHEDULE 1					

Schedule 2 — Plant, vehicles, fuel and maintenance

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Monthly / unit amount (R, excl. VAT)	36-month / extended amount (R, excl. VAT)
2.1	Landfill compactor(s), including operator, fuel, servicing and backup	plant/month	1			
2.2	TLB / excavator / back-actor, including operator, fuel and maintenance	plant/month	1			
2.3	Water tanker / dust suppression	vehicle/month	1			
2.4	Tipper truck	vehicle/month	2			
2.5	Additional approved bulldozer / compactor	plant/month	If required			
2.6	Pumps, hoses and drainage equipment	monthly lump sum	1			
2.7	Hand tools, brush cutters, chainsaws and vegetation equipment	monthly lump sum	1			

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Monthly / unit amount (R, excl. VAT)	36-month / extended amount (R, excl. VAT)
2.8	Fuel, lubricants and consumables not included above	monthly lump sum	1			
2.9	Preventative maintenance, repairs, tyres and parts not included above	monthly lump sum	1			
2.10	Replacement plant hire due to contractor breakdown	day / plant type	Provisional; specify basis			
	SUBTOTAL SCHEDULE 2					

Schedule 3 — PPE, safety, health and consumables

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Amount (R, excl. VAT)
3.1	PPE issue and replacement per approved risk-based PPE matrix	person/year	2 pairs		
3.2	First-aid kits and replenishment	monthly lump sum	1		

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Amount (R, excl. VAT)
3.3	Fire extinguishers / inspection / servicing	monthly or annual	2		
3.4	Spill response materials and waste containment consumables	monthly lump sum	1		
3.5	Cleaning, hygiene and ablution consumables	monthly lump sum	1		
3.6	Signage, barricade tape and traffic control items	monthly lump sum	1		
3.7	Staff induction, toolbox talks and job-specific training	monthly / annual	Daily		
	SUBTOTAL SCHEDULE 3				

Schedule 4 — Routine site maintenance and environmental management

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Estimated amount (R, excl. VAT)
4.1	Daily litter collection within site and boundary	month	36		
4.2	Dust suppression on internal roads and working areas	month	36		

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Estimated amount (R, excl. VAT)
4.3	Routine grading / minor repair of internal roads	month	36		
4.4	Drainage, berm, channel and sump inspection/cleaning	month	36		
4.5	Leachate system inspections and routine maintenance	month	36		
4.6	Vegetation control and mowing/brush cutting	month	36		
4.7	Firebreak maintenance	month	36		
4.8	Pest and vector control by competent provider	month	36		
4.9	Routine maintenance of allocated buildings and ablutions	month	36		
4.10	Fence, gate and sign routine maintenance	month	36		
4.11	Daily/intermediate cover material handling, including on-site excavation where authorised	month or measured unit	Daily		
4.12	Purchase/delivery of approved cover material if on-site material is insufficient	m^3 / tonne	Provisional quantity to be confirmed		

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Estimated amount (R, excl. VAT)
4.13	Final cover, topsoil and grassing in instructed areas	m^2 / m^3	Provisional quantity to be confirmed		
4.14	Erosion repairs and rehabilitation in instructed areas	measured item	Provisional quantity to be confirmed		
4.15	Emergency clean-up after storm/flood/fire, excluding unapproved capital works	daywork / provisional sum	Provisional sum to be approved		
	SUBTOTAL SCHEDULE 4				

Schedule 5 — Specialist services

Item	Description	Unit	Estimated quantity	Rate (R, excl. VAT)	Estimated amount (R, excl. VAT)
5.1	Waste data reconciliation and monthly reporting	month	36		
5.2	Groundwater/surface-water sampling and laboratory analysis, if required	sample / round	12		
5.3	Specialist pest control / environmental response not covered in monthly service	event	Provisional quantity		
	SUBTOTAL SCHEDULE 5				

Schedule 6 — Daywork rates (only on prior written instruction)

Item	Labour / plant category	Unit	Rate (R, excl. VAT)	Rate inclusions / notes
6.1	General worker	hour		Include statutory costs, PPE and supervision unless otherwise stated
6.2	Skilled worker / mechanic	hour		
6.3	Supervisor	hour		
6.4	TLB / excavator with operator and fuel	hour / day		
6.5	Tipper truck with operator and fuel	hour / day		
6.6	Water tanker with operator and fuel	hour / day		
6.7	Landfill compactor with operator and fuel	hour / day		
6.8	Additional plant or specialist service (describe)	hour / day		

Schedule 7 — Pricing summary

Schedule	Description	36-month total (R, excl. VAT)
1	Monthly operating service and personnel	

Schedule	Description	36-month total (R, excl. VAT)
2	Plant, vehicles, fuel and maintenance	
3	PPE, safety, health and consumables	
4	Routine site maintenance and environmental management	
5	Specialist services	
6	Dayworks / provisional items	
	TOTAL BID PRICE EXCLUDING VAT	
	VAT at applicable rate	
	TOTAL BID PRICE INCLUDING VAT	

Bid price in words:

_____

_____

The bidder confirms that the above totals include all costs necessary to perform the contract, except expressly identified provisional items payable only on authorised instruction.

17. CONTRACT MANAGEMENT AND HANDOVER

Before commencement, conduct a joint baseline inspection of site assets, facilities, equipment, roads, drainage, fences, existing waste body and known defects. Record condition with photographs and a signed asset/condition register.

The contractor shall mobilise within the period stated in the final bid data and shall not begin work until the required safety, staffing, insurance, plant and operating documents are accepted by the Municipality.

The Municipality shall nominate an authorised contract manager and identify who may issue site instructions, approve dayworks/variations, certify monthly performance and approve invoices.

The contractor shall provide a transition plan for commencement and exit, including transfer of records, outstanding corrective actions, keys, access credentials, plant and municipal property.

At expiry or termination, submit a final report covering performance, waste data, plant status, environmental incidents, outstanding defects, maintenance, complaints and handover of all contract records.

The contractor shall cooperate with any successor contractor and the Municipality to ensure continuity of service and orderly transfer of operational information.

ANNEXURE A — SCHEDULE OF KEY PERSONNEL

Role	Name	Qualification / certificate	Relevant years of experience	Employment status / availability	CV attached
Contract manager					
Site supervisor					
Plant operator(s)					
Health and safety representative / officer, as required					
First aider(s)					
Environmental / reporting support, if required					

ANNEXURE B— PLANT AND EQUIPMENT SCHEDULE

Plant / equipment	Make/model/year	Capacity	Owned / leased	Proof attached	Condition / service history	Backup arrangement

ANNEXURE C — DAYWORK TIMESHEET / AUTHORISATION

Date	Written instruction reference	Labour/plant description	Hours/quantity	Rate	Amount	Verified by Municipality

Dayworks shall not be payable without prior written instruction by an authorised official, except as provided for emergency action in the final contract.

ANNEXURE D— PROPOSED SUBCONTRACTORS / SUPPLIERS

Company name	Registration / CSD details	Scope of work / supply	Relevant experience	Approval required / obtained

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

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