

TENDER NO: NKO 55/2026 REQUEST FOR A SERVICE PROVIDER FOR THE REVIEW OF THE 5-YEAR INTEGRATED WASTE MANAGEMENT PLAN FOR NKOMAZI LOCAL MUNICIPALITY

BID NO: NKO 55/2026

**NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG X 101
MALELANE
1320**

**Municipal Manager
Mr ON Nkosi**

**TEL.: 013 – 790 0245
FAX.: 013 – 790 0886**

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CLOSING DATE: 26/11/2026

ADVERT FOR TENDER NO: NKO: 55/2026: REQUEST FOR A SERVICE PROVIDER FOR THE REVIEW OF THE 5-YEAR INTEGRATED WASTE MANAGEMENT PLAN FOR NKOMAZI LOCAL MUNICIPALITY

Nkomazi Local Municipality hereby invites suitably qualified and experienced service providers to submit bids to review the Municipality's 5-year integrated waste management plan.

The tender document, containing the full specifications, terms and conditions, and applicable requirements, is available for free download from the Nkomazi Local Municipality website accessible through the same link as this advertisement and/or the National Treasury e-Tender Publication Portal. Alternatively, a hard copy of the tender document may be obtained from the Nkomazi Local Municipality's Budget and Treasury Department, Old Malalane Taxi Rank, Impala Street, between 07h45 and 15h30, Monday to Friday, upon payment of a non-refundable fee of R1 851.38 at the Cashier's Desk.

A non-compulsory tenderer briefing session will be held on **02/11/2026 at 10H00** at the Municipal Town Hall Malelane (Kobwa Hall) at Fish Eagle. All bidders are advised not to commit fraudulent activities or forgery of documentation. Bidders engaging in fraudulent or irregular supply chain management practices, including faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years, in line with sections 28 and 29 of the Prevention and Combating of Corrupt Activities Act (PCCA) 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to the bidder in accordance with the Preferential Procurement Policy Framework Act (PFMA) no. 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulations (PPR) 2022, where either 80/90 points will be allocated in respect of price and 20/10 points in respect of targeted goals. Completed bid documentation must be deposited on/before **12h00 on 26/11/2026** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tenders submitted in the wrong tender box will not be considered.

For Supply Chain enquiries, contact Mr. H Ngomane at 013 790 0245 and for technical enquiries, contact Ms. JCL Ntuli at 013 790 0245 between 07H15 – 16H00 on working weekdays.

Mr. ON NKOSTI
MUNICIPAL MANAGER

22/11/2026
Date



BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

PART A

The following conditions must be complied with; failure to adhere to any of these conditions will lead to immediate disqualification:

- a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
- b. Completion of the bid document using pencil and an erasable pen is not allowed; only black ink must be used to complete the tender document.
- c. Scratching, painting over, or using correcting fluid is not allowed.
- d. Submit all documents required by this tender documentation.
- e. Form of offer not filled in words and numbers.
- f. The bid must be submitted before the closing date and time.
- g. Initial all pages
- h. Sign all applicable pages.
- i. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of the original documents.
- j. All declarations and authorisation forms must be duly signed.
- k. Original certified copy of the company registration certificate (CK) and all pages certified.
- l. Original certified copies of IDs of all Directors/members/board members.
- m. Copy of the SARS Tax PIN or tax clearance certificate.
- n. Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) of the business. If the business address is not owned by the business, please submit the following documents:
 - (i) Certified Municipal Account statement from the property owner.
 - (ii) Copy of a valid lease agreement for the business.
 - (iii) An original affidavit from the property owner whose name appears on the municipal account statement to confirm the company operates from their property.

If the business is situated in an area in which the respective municipality does not bill, attach an original or certified proof of residence issued by the municipality stating that the area in question is not billed.

- o. Original certified copies of current municipal accounts for all addresses of directors and/or board members of the company (not older than 3 months and not in arrears for more than three months). if the residential address is not owned by the directors and/or board members, please submit the following documents:
 - (i) Certified Municipal Account statement from the property owner.
 - (ii) Copy of a valid Lease Agreement of the director and/or board members.
 - (iii) An original affidavit from the property owner whose name appears on the municipal account statement to confirm the director and/or board members reside at the property.

If the business is situated in an area in which the respective municipality does not bill, attach an original or certified proof of residence issued by the municipality stating that the area in question is not billed.

- p. Signed Letter of Authority on the company letterhead
- q. CSD detailed report (printed after the tender advert and on or before tender closing date)
- r. Joint Venture Agreement (In case of a Joint Venture) must be submitted
- s. Joint Ventures must be registered on CSD as a Joint Venture.
- t. Complete the bill of quantity in full.
- u. Alterations to the bid document or submission of a copy of the original bid document is not allowed.

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PART B
SPECIAL DISQUALIFICATION CRITERIA

Non-submission of the following documents will result in the bidder not being able to go to the next stage:

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	An Original/certified Tax Clearance or SARS PIN?	No		Yes
2.	CSD Registration Report (printed after the tender advert and on or before tender closing).	No		Yes
3.	Certified copy of Company Registration (CK) (If the copy has more than one page, all pages must be certified)	No		Yes
4.	Copy of B-BBEE Certificate (SANAS accredited) or sworn affidavit	No		Yes
5.	Authority of Signatory; Original if a copy must be certified (must be on the company letterhead)	No		Yes
6.	Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) of the business. If the business address is not owned by the business, please submit the following documents: a. Certified Municipal Account statement from the property owner. b. Copy of a valid lease agreement for the business. c. An original affidavit from the property owner whose name appears on the municipal account statement to confirm the company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach an original or certified proof of residence issued by the municipality stating that the area in question is not billed.	No		Yes
7.	Original certified copies of current municipal accounts for all addresses of directors and/or board members of the company (not older than 3 months and not in arrears for more than three months). If the residential address is not owned by the directors and/or board members, please submit the following documents: a. Certified Municipal Account statement from the property owner. b. Copy of a valid Lease Agreement of the director and/or board members. c. An original affidavit from the property owner whose name appears on the municipal account statement to confirm the director and/or board members reside at the property. If the business is situated in an area in which the respective municipality does not bill, attach an original or certified proof of residence issued by the municipality stating that the area in question is not billed.			
8.	Schedule of Rates (T10) (should be completed in full)	Yes	Yes	
9.	Appointment letters and project supporting documentation stating the bidder's experience on related or similar work and track record with the value/amount of the contract.	No		Yes
10.	Stamped Bank Rating letter not older than 3 months	No		Yes

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO:55/2026	CLOSING DATE:	26/11/2026	CLOSING TIME:	12:00 PM
DESCRIPTION	REQUEST FOR A SERVICE PROVIDER FOR THE REVIEW OF THE 5-YEAR INTEGRATED WASTE MANAGEMENT PLAN FOR NKOMAZI LOCAL MUNICIPALITY				
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 (9 Park Street - Malalane Private Bag X101)					

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDERWHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Ms JCL Ntuli	
CONTACT PERSON	Hendry Ngomane		TELEPHONE NUMBER	(013) 790 0386	
TELEPHONE NUMBER	(013) 790 0386		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Punkie.ntuli@nkomazi.gov.za	
E-MAIL ADDRESS	Hendry.ngomane@nkomazi.gov.za				

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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:

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1. BID INSTRUCTIONS

- 1.1 The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
- 1.2 Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
- 1.3 Tender document(s) may be completed by mechanical devices such as typewriters; alternatively, black ink must be used to fill in the document(s). No electronic signatures allowed.
- 1.4 Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
- 1.5 Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
- 1.6 Tenderers must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
- 1.7 Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
- 1.8 All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
- 1.9 Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
- 1.10 Nkomazi Local Municipality require as a condition of the bid that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
- 1.11 Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.
- 1.12 Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late and will not be admitted for consideration.
- 1.13 The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
- 1.14 It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

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SCOPE OF WORKS

1. BACKGROUND AND MUNICIPAL CONTEXT

The development of the Nkomazi Local Municipality Integrated Waste Management Plan (IWMP) is required for all government spheres responsible for waste management under the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (hereinafter referred to as the "Waste Act") to ensure proper planning and management of waste. The IWMP follows the waste handling process in accordance with the waste management hierarchy. Thus, the Integrated Waste Management Plans (IWMPs) include all aspects of the waste management hierarchy. Nkomazi Local Municipality is within the Ehlanzeni District Municipality in Mpumalanga Province, South Africa.

The municipality is located in eastern Mpumalanga and features a diverse landscape shaped by agriculture, dominated by sugarcane, citrus fruits, and subtropical crops. Despite its natural beauty and tourism potential, including its proximity to Kruger National Park, the municipality faces rural challenges such as unemployment and inadequate infrastructure. Waste management remains a critical concern and requires practical solutions. As part of ongoing efforts, local governance is enhancing essential services and promoting sustainable development to build community resilience and economic growth amid environmental and socio-economic shifts.

Mpumalanga is renowned for its globally significant biodiversity, natural resources, and spectacular views. Nkomazi Local Municipality (NKLM) currently diverts only about 10% of recyclables from its waste stream, with the remaining 90% landfilled. NKLM wants to review the 2018 Integrated Waste Management Plan to ensure sustainable waste management practices within its jurisdiction, aligned with the latest National, Provincial, and Local Environmental legislation.

Nkomazi Local Municipality is located within the Ehlanzeni District Municipality in Mpumalanga Province. Its settlement pattern comprises established urban areas, rural villages, farms, informal and developing settlements, commercial nodes, tourism areas and agricultural production areas. These settlement types generate distinct waste streams and service-delivery requirements, and must therefore be addressed through differentiated yet integrated waste management arrangements.

The municipality currently provides waste collection, street cleansing, illegal dumping response, landfill and transfer-station services, and supports waste minimisation and recycling initiatives. The municipal waste system is affected by service backlogs, an ageing and constrained fleet, uneven access to formal collection services, illegal dumping, limited disposal capacity, infrastructure maintenance requirements, insufficient waste information, and the need to strengthen recycling and diversion from landfill. The revised IWMP must directly address these conditions and propose practical measures proportionate to the municipality's institutional and financial capacity.

The municipality has an existing IWMP that requires review to ensure alignment with current legal requirements, national and provincial waste management priorities, municipal policies and by-laws, the municipal IDP, service delivery realities, and emerging waste-management approaches. The review must go beyond an editorial update of the existing plan. It must be grounded in verified data, physical assessment, stakeholder participation, financial analysis, and a critical review of implementation performance.

2. LEGISLATIVE AND POLICY FRAMEWORK

The assignment must be undertaken in accordance with the Constitution of the Republic of South Africa, the National Environmental Management Act, the National Environmental Management: Waste Act, and all regulations, norms, standards and strategies issued under those Acts. The service provider must also consider applicable municipal legislation, local government planning and finance legislation, occupational health and safety requirements, spatial-planning instruments, and any other legislation that directly affects the planning, financing, licensing, operation, monitoring or enforcement of waste management services.

The service provider must compile a legal and policy register that identifies the provisions material to Nkomazi Local Municipality, explains the municipal obligations arising from each provision, and shows how the revised IWMP gives effect to those obligations. The legal review must be tailored to the municipal circumstances and must not consist of a generic list of legislation. Where legal or

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policy changes occur during the contract period, the service provider must update the register and the draft IWMP before final submission.

3. PURPOSE OF THE APPOINTMENT

The purpose of the appointment is to review and replace the existing municipal IWMP with a comprehensive, evidence-based and implementable plan. The revised plan must provide a clear understanding of the current waste management system, define the desired future state, identify the interventions required to move from the current position to that future state, and establish the institutional, financial and monitoring arrangements necessary for implementation.

The plan must enable the municipality to make informed decisions on collection coverage, service standards, fleet and equipment, transfer and disposal infrastructure, recycling and recovery, illegal dumping, waste information, tariffs, staffing, enforcement, partnerships, and future capital investment. It must also provide an auditable basis for integrating waste management priorities into the IDP, the Service Delivery and Budget Implementation Plan, the municipal budget, sector plans, and performance agreements. Council and the responsible MEC must approve the IWMP.

4. OBJECTIVES OF THE PROJECT

The project objectives are to:

- Establish a reliable, spatially referenced waste management baseline;
- Evaluate the implementation of the existing IWMP; determine current and future waste quantities and characteristics;
- Assess service coverage, infrastructure, operations, finances and institutional capacity;
- Identify legal, environmental, social, operational and financial gaps; evaluate feasible service and infrastructure alternatives; and prepare a prioritised implementation programme with clear responsibilities, budgets, timeframes, performance indicators and funding options.
- The project must also strengthen waste minimisation, recycling, recovery and circular-economy opportunities.
- Improve planning for unserved and underserved communities.
- Promote the safe and compliant management of municipal waste facilities;
- Support the inclusion and formalisation of waste reclaimers and small enterprises where feasible; improve waste information and reporting; and
- Strengthen the municipality's capacity to monitor implementation and report progress to Council and the relevant regulatory authorities.

5. EXTENT OF THE ASSIGNMENT

The assignment applies to the entire geographical jurisdiction of Nkomazi Local Municipality and must include all settlements, service areas, municipal waste facilities, significant waste generators, and known waste management activities that materially affect the municipal waste system. The service provider must distinguish between urban, rural, farm, tourism, commercial, institutional, informal, and developing settlement conditions when analysing service demand and designing interventions.

The scope includes municipal solid waste, garden waste, builders' rubble, bulky waste, commercial and institutional waste, recyclable materials, organic waste, waste handled through transfer and disposal facilities, and other waste streams for which the municipality has planning, service delivery, monitoring, enforcement or coordination responsibilities. Hazardous waste and health care risk waste must be addressed to the extent necessary to define municipal responsibilities, identify risks, assess illegal or inappropriate disposal, and establish referral, enforcement and coordination measures. The plan must not allocate treatment or disposal responsibilities to the municipality where these fall outside its lawful mandate.

6. TERMS OF REFERENCE: MINIMUM CONTENT OF THE REVIEWED IWMP

The Integrated Waste Management Plan under review must be prepared as a complete municipal planning instrument, not merely as a collection of technical reports. It must consolidate the evidence gathered during the assignment into a coherent plan that explains

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the current waste-management system, identifies the principal constraints and risks, defines the municipality's preferred future system, and provides a realistic programme for implementation. The final IWMP must be suitable for adoption by the Municipal Council, incorporation into the Integrated Development Plan, and submission to the relevant provincial authority for endorsement.

The IWMP must comply with the requirements of the National Environmental Management: Waste Act, applicable national guidance, and the Municipality's planning and reporting arrangements. The document must clearly distinguish between verified facts, estimates, assumptions, professional recommendations, and decisions that still require further feasibility work or statutory approval. At a minimum, the IWMP must include the sections described below.

6.1. Executive summary and municipal commitment

The IWMP must open with an executive summary that enables Council, senior management and stakeholders to understand the principal findings and decisions without reading the full technical document. The summary must state the IWMP's purpose and planning period, describe the key service delivery and compliance challenges, present the preferred waste management approach, identify the principal capital and operational implications, and summarise the priority actions to be implemented in the first five years. It must also record the Municipality's commitment to the waste hierarchy, equitable service provision, environmental protection, financial sustainability and continuous improvement.

6.2. Introduction, planning context and approach

This section must explain why the IWMP is being reviewed, the geographic and institutional scope to which it applies, the planning horizon, the methodology used, and the limitations of the available information. It must describe how municipal records, field verification, waste sampling, stakeholder engagement, spatial analysis, financial assessment and professional judgement were integrated. The section must also explain how the IWMP relates to the IDP, the Spatial Development Framework, the municipal budget, service-delivery planning, climate-response planning and other relevant municipal strategies.

6.3. Legislative, policy and institutional framework

The IWMP must provide a focused assessment of the constitutional, statutory, regulatory and policy requirements applicable to the Municipality. The discussion must translate the legal framework into practical municipal obligations for planning, collection services, waste minimisation, licensing, facility operation, reporting, enforcement, environmental monitoring, public participation and annual IWMP performance reporting. The section must identify the roles of the Municipal Council, Municipal Manager, designated Waste Management Officer, relevant municipal departments, the district municipality, provincial and national authorities, producer responsibility organisations, private operators and other stakeholders.

6.4. Municipal profile and development outlook

The IWMP must present an up to date municipal profile that is directly relevant to waste planning. It must describe settlement patterns; population and household distribution; urban and rural characteristics; farms; informal settlements; economic activities; commercial and institutional nodes; planned developments; growth areas; and socio-economic conditions. Population and development projections must be used to explain how the demand for collection, transport, recycling, transfer, treatment and disposal services is expected to change over the planning period.

6.5. Review of the previous IWMP

The final plan must include a transparent assessment of the previous IWMP. Each major objective, target and project must be classified as completed, partially completed, not commenced, no longer relevant, or requiring continuation. The assessment must explain underperformance and carry forward only actions that remain relevant, affordable, and aligned with current priorities. Lessons from implementation must be used to improve the design, sequencing and monitoring of the new plan.

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6.6. Waste information baseline and material flows

The IWMP must establish a defensible baseline for the quantities and types of waste generated, collected, recovered, transferred, treated and disposed of within the municipal area. The baseline must cover municipal, residential, commercial, institutional, garden, bulky, builders' rubble, recyclable and other material waste streams relevant to the Municipality. It must explain the reliability of available records, reconcile material inconsistencies and present assumptions where direct measurements are unavailable. Waste characterisation results and material-flow analysis must be used to identify the proportion of the waste stream that may reasonably be prevented, reused, recycled, composted, recovered or otherwise diverted from disposal.

6.7. Existing waste-management services and service coverage

This section must describe and assess the existing arrangements for waste storage, collection, street cleansing, transportation, transfer, recycling, recovery, treatment and disposal. It must quantify households, businesses, and institutions receiving services and identify unserved or underserved settlements, including rural areas, farms, and informal settlements. The assessment must address service frequency, containers, collection routes, operational reliability, customer complaints, missed collections, access constraints, affordability and compliance with applicable domestic waste collection standards. The IWMP must include an accurate service backlog statement and a spatially referenced service coverage map.

6.8. Fleet, plant, equipment, facilities and land requirements

The IWMP must provide an integrated assessment of the fleet, plant, equipment, depots, transfer stations, recycling facilities and disposal facilities required to operate the municipal waste system. Existing assets must be assessed for age, condition, availability, utilisation, maintenance, suitability and replacement requirements. Each waste facility must be described by location, legal status, ownership or access rights, capacity, infrastructure, operational condition, compliance status, environmental controls, remaining useful life and required improvements. The plan must identify land requirements for future facilities and distinguish between urgent repairs, rehabilitation, expansion, replacement, closure and new infrastructure.

6.9. Waste minimisation, recycling, recovery and circular economy

The IWMP must set out a practical waste diversion strategy based on the local waste profile and market conditions. It must evaluate separation at source, drop-off systems, buy-back arrangements, composting and other organic waste options, builders' rubble recovery, material recovery facilities, partnerships with producer responsibility organisations, and support for viable recycling enterprises. The strategy must define priority waste streams, geographic focus areas, implementation models, institutional responsibilities, infrastructure requirements, operating arrangements, markets, risks, and measurable diversion targets. Proposed interventions must be technically suitable, financially realistic, and implementable within the municipal context.

6.10. Informal reclaimers and local economic development

The IWMP must recognise and assess the contributions of informal reclaimers, cooperatives, buy-back centres and small recycling businesses. It must propose lawful and practical measures to improve occupational safety, access control, registration, data reporting, material handling, market access and participation in municipal diversion initiatives. The plan must avoid creating expectations that the Municipality cannot fund or administer, and must clearly define the respective responsibilities of the Municipality, recyclers, producer responsibility organisations and private partners.

6.11. Illegal dumping, littering and enforcement

The IWMP must include a spatial and operational assessment of illegal dumping and littering. It must identify recurring hotspots, the waste types involved, environmental and public health risks, likely causes, current response costs, and the adequacy of enforcement and service arrangements. The plan must provide a coordinated prevention and response programme that combines appropriate collection services, community awareness, physical controls, surveillance or monitoring, by-law enforcement, rehabilitation, interdepartmental cooperation, and performance reporting. Rank priority sites and link them to responsible officials, time frames, and estimated costs.

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6.12. Special and priority waste streams

The IWMP must set out the Municipality's responsibilities and coordination arrangements for priority or special waste streams that may not form part of ordinary municipal collection. Where relevant, these must include hazardous household waste, health care risk waste, electronic waste, tyres, used oil, batteries, asbestos-containing waste, animal carcasses, condemned foodstuffs, sewage-related wastes, disaster waste, and other streams identified during the assessment. The plan must set out the appropriate arrangements for handling, storage, transportation, treatment, reporting and disposal, and must avoid assigning to the Municipality functions that legally belong to generators, transporters, health authorities or licensed private operators.

6.13. Environmental protection, climate resilience and disaster waste

The IWMP must identify the environmental and public health risks associated with existing waste practices and facilities, including pollution of surface water and groundwater, leachate, landfill gas, fires, odour, litter, dust, vermin, unstable waste slopes, and the proximity of sensitive receptors. It must specify the monitoring, operational controls, rehabilitation measures, and institutional responses required to reduce these risks. Climate related hazards such as intense rainfall, flooding, heat, strong winds, and access disruption must be considered in facility design, route planning, business continuity, and emergency waste management. A practical disaster-waste framework must define arrangements for temporary storage, collection, transport, record-keeping, and safe disposal following severe events.

6.14. Institutional capacity, governance and information management

The IWMP must assess the organisational structure, staffing, skills, delegations, supervision, operational procedures, contract-management arrangements, enforcement capacity and reporting systems for waste management. It must recommend a phased institutional and human resource arrangement proportionate to the Municipality's responsibilities and resources. The plan must also define the waste information system required for operational management, tariff administration, asset management, facility reporting, SAWIS reporting, performance monitoring and annual IWMP reporting, including responsibilities for collecting, verifying, approving and retaining information.

6.15. Financial sustainability and tariff strategy

The IWMP must present the current cost of municipal waste services and a financial forecast for implementing the preferred system. It must identify operating and capital expenditure, fleet replacement, staffing, maintenance, facility improvements, environmental monitoring, rehabilitation, public participation, and other material costs. The plan must review tariffs, customer categories, indigent support, billing accuracy, revenue collection, and affordability, and recommend a phased approach to improving cost recovery. Funding sources and partnership opportunities must be identified, but external funding must not be presented as secured unless written confirmation exists.

6.16. Future waste projections and infrastructure requirements

The IWMP must project waste quantities and service demand over a minimum ten-year planning horizon, using documented assumptions for population, development and waste generation. The projections must inform collection coverage, fleet demand, transfer requirements, recycling capacity, treatment options, disposal airspace and land requirements. Low, medium and high growth or diversion scenarios should be used where uncertainty may materially affect investment decisions. The plan must state when further feasibility studies, environmental authorisations, waste licences, land acquisition or detailed engineering will be required.

6.17. Strategic alternatives and preferred waste-management system

The IWMP must describe the strategic alternatives considered for the main service, infrastructure and diversion decisions, and explain why the preferred system was selected. Alternatives must be compared using transparent criteria covering legal compliance, technical suitability, environmental impact, institutional capacity, affordability, social implications, implementation risk and long-term sustainability. The preferred system must be presented as an integrated arrangement rather than as unrelated projects, showing how collection, transport, transfer, recovery, disposal, staffing, financing and information management will work together.

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6.18. Desired end state, goals, objectives and measurable targets

The IWMP must define the desired end state for waste management in the Nkomazi Local Municipality and translate it into clear goals, objectives and measurable targets. Each target must include a verified or stated baseline, target value, completion date, responsible municipal function, means of verification and reporting frequency. Targets must cover at least service access, collection reliability, waste diversion, facility compliance, illegal dumping reduction, fleet availability, financial performance, data quality, institutional capacity and public awareness. Targets must be achievable within the Municipality's legal powers and expected resources.

6.19. Costed implementation plan

The final IWMP must include a detailed implementation plan covering immediate, short-term, medium-term and long-term actions. Each action must specify the problem addressed, the activity, the expected output, the responsible department or partner, the implementation period, any dependencies, the estimated capital and operating costs, potential funding sources, the performance indicator and the means of verification. Actions must be prioritised according to legal urgency, public health and environmental risk, service impact, readiness, affordability and institutional capacity. The implementation plan must be structured so that priority actions can be incorporated directly into the IDP, SDBIP, annual budget, capital programme, procurement plan and departmental operational plans.

6.20. Monitoring, evaluation, annual reporting and review

The IWMP must contain a monitoring and evaluation framework that allows the Municipality to track implementation and intervene when performance falls behind. It must provide for routine operational reporting, quarterly internal review, annual IWMP performance reporting, assignment of evidence custodians and escalation of material risks. The framework must explain how targets will be updated when baseline information improves and how the plan will be amended when major legislative, financial, infrastructure or development changes occur. It must also state the formal review cycle and the process for integrating annual results into the IDP and budget.

6.21. Stakeholder participation record and response report

The IWMP must explain how stakeholders and interested and affected parties were identified and consulted, what issues were raised, and how those issues informed the plan. A participation record must be included as an annexure and must contain notices, attendance registers, meeting records, written submissions, and a comments and responses report. Personal information must be handled in accordance with applicable requirements. The main IWMP must summarise key stakeholder concerns and explain any significant recommendation that was not accepted.

6.22. Maps, registers, technical schedules and annexures

The final document must be supported by clear maps and technical annexures. These must include, where applicable, service coverage maps, collection zones and routes, facility locations, illegal dumping hotspots, recycling and buy-back activities, sensitive environmental features, growth areas, and proposed infrastructure. Annexures must include the legal register, stakeholder register, facility register, fleet and equipment register, waste data tables, waste characterisation results, assumptions, financial model, project prioritisation matrix, implementation schedule, and monitoring framework. All spatial data, calculations, and registers must also be supplied in editable electronic formats.

6.23. Adoption, endorsement and integration into municipal planning

The IWMP must be submitted in a form suitable for municipal committee consideration and Council adoption. The service provider must prepare the supporting presentation, executive decision summary and response schedule required for the internal approval process. Following Council adoption, the plan must be prepared for submission to the relevant provincial authority for endorsement

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and amended to address any reasonable comments received during the contract period. The final version must clearly demonstrate how its priority projects, budgets and indicators are to be incorporated into the IDP, SDBIP and the municipal budget cycle.

7. DETAILED SCOPE OF WORK

7.1. Inception, project planning and data requirements

The service provider must commence the assignment with an inception meeting attended by the municipal project team and other officials designated by the municipality. The inception process must confirm project governance arrangements, communication protocols, information requirements, the consultation programme, the fieldwork approach, the waste sampling methodology, quality control procedures, the reporting format, and the programme for securing municipal and stakeholder approvals.

Within ten working days of the inception meeting, the service provider must submit an inception report and a detailed project execution plan. The report must document the agreed interpretation of the scope, identify data limitations and dependencies, set out the methodology for each workstream, and provide a schedule of activities, responsible team members, consultation events, draft submissions, municipal review periods, and final deliverables. The municipality's acceptance of the inception report will not relieve the service provider of responsibility for meeting all requirements of the specification.

7.2. Review of the existing IWMP and implementation performance

The service provider must conduct a structured review of the existing IWMP and determine the extent to which its goals, targets, projects and institutional measures were implemented. Each material commitment must be classified as completed, in progress, not commenced, superseded or no longer applicable. The assessment must explain the evidence used, the implementation constraints encountered and the implications for the revised plan.

The performance review must distinguish between failures caused by funding constraints, institutional capacity, procurement delays, inadequate planning, unavailable land, infrastructure limitations, weak monitoring, and changes in legislation or circumstances beyond municipal control. Findings must support institutional learning and realistic future planning, rather than merely replicating the previous implementation schedule.

7.3. Situational analysis and municipal waste profile

The service provider must prepare a comprehensive situational analysis establishing the current state of waste management in the municipality. It must describe the municipal area, settlement structure, development patterns, socio-economic conditions, population distribution, household profile, economic activities and growth areas, as these factors affect waste generation and service demand. Population and household figures must be obtained from authoritative sources and reconciled with municipal planning, indigent and service records where discrepancies arise.

The situational analysis must describe the entire municipal waste-management system, including governance, planning, collection, street cleansing, transport, transfer, disposal, recycling, recovery, illegal-dumping management, enforcement, customer management, billing, data recording, reporting and public awareness. The analysis must identify differences between formal and informal service arrangements and clearly indicate where reliable information is unavailable or requires future verification.

7.4. Ground truthing and field verification

A desktop review alone will not be accepted. The service provider must undertake sufficient fieldwork to verify the condition and operation of waste services and facilities across the municipal area. Fieldwork must include site inspections, route observations, interviews with operational personnel, verification of service areas, inspection of representative collection points, and assessment of known illegal dumping locations and recycling activities.

The fieldwork programme must cover all municipal waste disposal and transfer facilities, selected urban and rural collection areas, commercial and institutional nodes, informal or underserved areas, and a representative sample of waste minimisation and recycling

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operations. Each inspection must be supported by dated photographs, coordinates, field notes, and a standardised assessment record. The final IWMP must clearly distinguish between information verified in the field, information provided by the municipality, and assumptions used for planning purposes.

7.5. Waste quantities, composition and material flows

The service provider must establish the quantities of waste generated, collected, recovered, transferred, treated and disposed of within the municipality. Available weighbridge records, manual disposal records, contractor records, SAWIS information, recycling records, billing information and other relevant sources must be assessed for completeness and reliability. Where records are incomplete, the service provider must use transparent estimation methods and explain the assumptions, confidence level and limitations of each estimate.

A representative waste characterisation exercise must be undertaken to determine the composition of the municipal general waste stream and the proportion of materials that may reasonably be avoided, reused, recycled, composted, recovered or otherwise diverted. The sampling design must reflect meaningful differences across settlements and generator categories. The service provider must provide the methodology, sample selection, sorting categories, health and safety arrangements, calculations and results in the status quo report. Waste sampling must be conducted in a manner that protects participants and complies with applicable occupational health and safety requirements.

The analysis must produce a material-flow account showing how waste moves from generation through storage, collection, transport, recovery, transfer, and final disposal. The account must identify unrecorded or poorly controlled flows, including illegal dumping, informal recovery, uncontrolled burning or disposal outside the municipal system, to the extent that these can reasonably be estimated.

7.6. Waste collection services and service coverage

The service provider must determine the number and location of households, businesses and institutions that receive a municipal or authorised waste collection service, and those that do not. The service provider must assess service coverage against applicable domestic waste collection standards, municipal service levels, collection frequency, container arrangements, affordability, access constraints, and settlement density. The analysis must distinguish between formal weekly collection, communal collection, main-road collection, private services, irregular services, and areas without a recognised service.

The service provider must assess operational performance, including route design, travel distances, crew arrangements, missed collections, breakdown impacts, overtime, customer complaints, waste containment and spillage, health and safety, and the suitability of current service models. The assessment must result in a service extension and optimisation plan that identifies practical collection models for different settlement types, fleet and staffing implications, phased coverage targets, and indicative costs.

7.7. Fleet, plant, equipment and operational support

The municipality must inventory and assess the fleet and plant used for waste collection, illegal dumping removal, transfer operations, and landfill activities. The assessment must consider age, condition, capacity, utilisation, availability, maintenance history, licensing, replacement requirements, workshop support, fuel use, downtime and fitness for the roads and settlements where the equipment operates.

The service provider must prepare a fleet and equipment plan that links each proposed service model to the required vehicle type, number, crew, operating pattern, annual kilometres, maintenance allowance, replacement cycle, and estimated capital and operating costs. The plan must include containers, skips, bins, compactors, loaders, landfill plant, support vehicles, and other equipment necessary for safe and reliable service delivery. Recommendations must reflect the municipality's ability to procure, operate, and maintain the proposed resources.

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7.8. Waste facilities and infrastructure

All municipal waste facilities and other facilities that materially support the municipal waste system must be assessed. The assessment must cover legal status, land ownership or access, location, design and remaining capacity, infrastructure condition, operational practices, staffing, access control, record keeping, environmental controls, health and safety, security, nuisance management, monitoring, maintenance requirements, and compliance with applicable licences, permits, norms and standards.

For disposal facilities, the service provider must address waste acceptance, deposition and compaction, cover material, stormwater management, leachate and gas management, groundwater and surface water monitoring, fire control, litter, odour, vectors, access roads, fencing, rehabilitation liabilities, closure planning and future airspace. For transfer stations, drop-off facilities, buy-back centres and recycling facilities, the assessment must consider throughput, storage, material handling, environmental risk, public access, operational arrangements and opportunities to improve integration with the municipal system.

The service provider must prepare an infrastructure development and improvement plan. The plan must identify urgent repairs, compliance interventions, rehabilitation or closure requirements, capacity extensions, new facilities, land requirements, environmental authorisation and waste management licensing implications, preliminary cost estimates, and recommended implementation sequencing. Proposed facilities must be tested against service demand, transport efficiency, environmental constraints, and land availability and affordability.

7.9. Waste minimisation, recycling, recovery and circular economy

The service provider must assess existing waste minimisation, separation at source, recycling, composting, recovery and buy-back activities across the municipality. The assessment must include municipal initiatives, private facilities, community projects, schools, producer responsibility organisations, cooperatives, small enterprises and informal reclaimers. It must evaluate the quantities handled, markets, infrastructure, operating constraints, health and safety, contractual arrangements, data reporting, and the extent to which these activities contribute to landfill diversion.

The revised IWMP must contain a waste diversion strategy with realistic targets for priority material streams. The strategy must identify the most suitable interventions for households, businesses, institutions, public spaces and municipal facilities and must describe the required collection arrangements, partnerships, infrastructure, market support, public communication, data systems, funding and institutional responsibility. Recommendations must be based on the municipal waste composition and local market conditions and must avoid creating unsupported projects that depend on uncertain end markets.

7.10. Informal reclaimers, cooperatives and local economic participation

The service provider must assess the role of informal reclaimers and recycling enterprises in the municipal waste system and identify measures to support safer, more organised, and economically sustainable participation. The assessment must consider access to materials, registration or permitting, health and safety, storage and sorting space, relationships with facility operators, market access, data reporting, and potential partnerships with producer responsibility organisations and private recyclers.

Any proposed integration model must respect operational safety, municipal facility rules and applicable legal requirements. The IWMP must define the municipality's realistic role and must distinguish between municipal support, private-sector responsibility and functions that require separate funding or partnership agreements.

7.11. Illegal dumping, littering and environmental nuisance

Map and classify known and observed illegal dumping sites by location, extent, waste type, recurrence, proximity to communities or sensitive environments, likely causes, and service conditions. The service provider must examine the relationship between illegal dumping and collection access, communal containers, enforcement, public behaviour, land management, business activity, and the availability of lawful disposal options.

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The revised IWMP must include an illegal-dumping prevention and response programme that integrates service improvements, hotspot monitoring, physical controls, enforcement, public awareness, landowner responsibility, rapid removal and rehabilitation. The programme must define priority areas, responsibilities, response standards, data requirements, performance indicators and budget implications. It must also identify approaches for builders' rubble, garden waste and bulky waste, as these streams commonly contribute to recurring dumping.

7.12. Institutional arrangements, staffing and governance

The service provider must assess whether the municipality's organisational structure, staffing levels, skills, delegation arrangements, reporting lines and operational supervision are adequate to perform the waste-management function. The review must include management, administration, customer service, billing support, planning, compliance monitoring, waste information, landfill and transfer operations, fleet supervision, collection crews, recycling support, public awareness and enforcement interfaces.

The IWMP must recommend an achievable institutional arrangement and a phased human resources plan. Recommendations must define critical functions, proposed posts or capacity interventions, minimum competencies, training priorities, and the relationship between municipal staff, contractors, community programmes, and partner organisations. The plan must also clarify the designated Waste Management Officer's role and the arrangements for coordinating implementation across municipal departments.

7.13. Financial and economic assessment

The service provider must determine the full cost of the municipal waste management service as accurately as records permit. The analysis must allocate direct and indirect costs to collection, cleansing, illegal dumping response, transfer, disposal, recycling support, administration, fleet, facilities, environmental monitoring, and other material service components. It must assess expenditure trends, capital requirements, revenue, tariffs, billing, collection levels, indigent support, subsidies, and unfunded obligations.

A five-year financial model must be prepared for the preferred implementation programme. The model must show capital and operating expenditure, staffing, fleet, maintenance, fuel, facilities, environmental compliance, rehabilitation liabilities, communications and programme management costs. It must identify possible funding sources and must assess the affordability and revenue implications of proposed service levels and tariff options. All financial assumptions must be transparent, and costs must be presented at the price base stated in the final report.

7.14. Waste tariffs, indigent support and cost recovery

The service provider must review the relationship between service costs and existing waste tariffs. The review must examine tariff categories, customer classification, container-based charges, commercial and institutional charges, special services, disposal tariffs, indigent support, affordability, and the administrative feasibility of proposed changes. It must also consider areas where formal property-based billing is difficult or incomplete.

Recommendations must support equitable and progressively sustainable cost recovery without disregarding constitutional and municipal obligations to poor households. The service provider must propose a tariff development approach, not merely a percentage increase. The approach must explain the cost basis, service category, billing mechanism, implementation requirements, and measures to improve customer data and revenue collection.

7.15. Waste information, record keeping and reporting

The service provider must assess the systems used to record waste quantities, service performance, customer information, facility operations, complaints, illegal dumping, recycling and expenditure. The assessment must determine the reliability, completeness and compatibility of manual and electronic records, and identify the information required for municipal performance reporting, regulatory reporting and future IWMP reviews.

The revised IWMP must include a waste information improvement plan that defines data fields, collection responsibilities, verification procedures, reporting frequency, record retention requirements, and the relationships among facility records, contractor reports,

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municipal systems, and SAWIS reporting. Practical templates and registers must be supplied in editable format where these are required to implement the recommended system.

7.16. Geographic information system mapping

All spatially relevant findings must be captured in a municipal waste management GIS database. Mapping must include settlement and service areas, collection coverage, major routes, municipal and private waste facilities, recycling activities, illegal-dumping hotspots, significant generators, environmental constraints, potential infrastructure sites and planned service extensions. Data must be georeferenced and supplied in editable formats compatible with the municipality's GIS environment.

Maps included in reports must be legible, appropriately scaled and supported by titles, dates, legends, north arrows, source information and coordinate references. The GIS database and metadata must enable the municipality to update the information after completion of the assignment.

7.17. Environmental, climate and disaster resilience

The service provider must identify environmental and climate-related risks that could disrupt waste services or increase environmental harm. The assessment must consider flooding, severe rainfall, high winds, heat, fire, access road failure, facility damage, waste dispersal, leachate overflow, prolonged equipment breakdown, and emergency waste arising from disasters or disease-control events.

The IWMP must recommend practical resilience measures for facilities, collection systems, fleet, emergency access, temporary storage, communication, contractor support, staff safety and post-disaster clean-up. These measures must be integrated into infrastructure planning and operating procedures, not presented as a separate, generic climate-change discussion.

7.18. Hazardous waste and health care risk waste

The service provider must determine the nature and extent of hazardous waste and health care risk waste issues that affect the municipal waste system. The review must identify inappropriate disposal, illegal dumping, mixing with municipal general waste, public health risks, responsible generators, authorised service arrangements and the roles of relevant authorities.

The IWMP must define municipal prevention, referral, monitoring, communication and enforcement measures. It must not recommend that the municipality collect, treat, or dispose of specialised waste unless the activity is lawful, appropriately licensed, and supported by a separate operational and financial decision.

7.19. Future waste generation and planning horizon

Future waste quantities and service demand must be projected for a ten-year planning horizon using population, household, economic development and waste generation assumptions that are clearly stated. Projections must account for service expansion, expected settlement growth, commercial development, waste-diversion targets and changes in waste composition where sufficient evidence exists.

The projections must be used to determine future collection capacity, fleet and staffing, transfer requirements, disposal airspace, recycling infrastructure, land requirements and funding needs. High, medium and low growth or diversion scenarios may be used where uncertainty would materially affect decisions.

7.20. Gap and needs assessment

The service provider must consolidate the findings of the situational analysis into a structured gap and needs assessment. Each gap must be supported by evidence, linked to a legal, service, environmental, financial or institutional requirement and assessed according to consequence, urgency, dependency and estimated resource requirement.

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The assessment must distinguish between immediate compliance or service risks, medium-term system improvements and longer-term strategic investments. Prioritisation must be transparent and must provide the basis for evaluating alternatives and preparing the implementation programme.

7.21. Development and evaluation of alternatives

The service provider must develop feasible alternatives for the principal service delivery and infrastructure decisions identified during the assessment. Alternatives may include differentiated collection systems, route and fleet configurations, transfer arrangements, disposal options, recycling and organic-waste systems, public-private partnerships, shared services and phased service expansion.

Alternatives must be evaluated using agreed criteria, including legal compliance, service effectiveness, technical suitability, environmental impact, social acceptability, institutional capacity, capital and operating costs, funding potential, implementation risk, and long-term sustainability. The preferred option must be justified through comparative analysis and stakeholder input. The municipality is not required to accept a preferred option that is unaffordable or inconsistent with its lawful mandate or not the best fit for the municipal jurisdiction.

7.22. Desired end state, goals, objectives and targets

The revised IWMP must define a clear desired end state for municipal waste management and translate that end state into measurable goals, objectives and targets. Targets must be specific to Nkomazi Local Municipality and must address service coverage, collection reliability, waste diversion, facility compliance, illegal-dumping reduction, data quality, cost recovery, institutional capacity and implementation of priority infrastructure.

Targets must include a baseline, target value, target date, responsible municipal function, means of verification and reporting frequency. Where baseline information is incomplete, the plan must identify the action and deadline for establishing the baseline rather than presenting an unsupported numerical target.

7.23. Implementation plan and monitoring framework

The service provider must prepare a costed implementation plan covering short-term, medium-term and long-term actions. Each action must identify the problem addressed, activity, expected output, responsible department or partner, supporting role, start and completion date, dependencies, capital cost, operating cost, potential funding source, performance indicator, means of verification and implementation risk.

The implementation plan must distinguish between actions that can be implemented through existing operational budgets, actions requiring inclusion in the municipal capital programme, actions dependent on external funding and actions requiring further feasibility, environmental authorisation, licensing, land acquisition or procurement. The plan must be structured so that it can be integrated into the IDP, SDBIP, annual budget and departmental performance plans.

A monitoring and evaluation framework must accompany the implementation plan. It must provide for quarterly internal monitoring, annual progress reporting, corrective action, reporting to Council and the provincial authority and periodic review of priorities. The service provider must provide an editable annual IWMP implementation reporting template.

7.24. Stakeholder engagement and public participation

The service provider must prepare and implement a stakeholder engagement plan that is proportionate to the scale of the project and compliant with applicable planning and waste management requirements. Stakeholders must include relevant municipal departments, councillors, traditional leadership, communities, businesses, institutions, waste service providers, recyclers, reclaimers, producer responsibility organisations, provincial and national authorities and other interested or affected parties identified through the project.

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Engagement must occur at appropriate stages so that stakeholders can inform the situational analysis, gaps, preferred alternatives and draft IWMP. The service provider must prepare notices, presentations, attendance registers, comment sheets, meeting records and a comments and responses report. The service provider must consider public input transparently, but the final technical recommendations must remain evidence-based and consistent with legal and financial constraints.

7.25. Approval, adoption and endorsement support

The service provider must support the municipality through the internal review, committee and Council processes required for the adoption of the IWMP, and through submission to the relevant provincial authority for endorsement. This includes preparing presentations, responding to technical comments, revising documents, providing a concise Council report, and supplying any supporting schedules reasonably required for the approval process.

The assignment will not be considered complete merely because a draft IWMP has been submitted. The service provider must address consolidated municipal and regulatory comments within the contract period and deliver a final document that is adoption-ready and endorsement ready.

8. REQUIRED METHODOLOGICAL STANDARD

Bidders must propose a methodology that demonstrates a clear understanding of the municipal context and of the relationship between data collection, analysis, consultation, option development and implementation planning. The methodology must explain how the bidder will verify information, manage incomplete data, conduct fieldwork, carry out waste sampling, develop GIS outputs, calculate costs, evaluate alternatives and maintain quality control.

The methodology must avoid reliance on generic municipal assumptions where local information is reasonably available. All calculations, projections and recommendations must be traceable to their data sources and assumptions. The service provider must maintain a project evidence file containing source records, attendance registers, field forms, photographs, calculations, spatial data, comments received and document-control records. This file must be transferred to the municipality at project close-out.

9. DELIVERABLES AND REQUIRED OUTPUTS

The service provider must produce the deliverables listed below. Draft deliverables must be submitted early enough to allow municipal review and revision within the contract period. Acceptance of a deliverable will be based on completeness, accuracy, compliance with this specification, internal consistency, professional presentation, and the resolution of municipal comments.

No.	Deliverable	Minimum content and acceptance requirement
1	Inception report and project execution plan	Confirmed scope, methodology, programme, data request, fieldwork plan, consultation plan, quality-control arrangements and project governance.
2	Existing IWMP implementation review	Evidence-based assessment of previous goals, targets, and projects; implementation status; constraints; and lessons for the reviewed plan.
3	Draft status quo and situational analysis report	Verified municipal profile, waste quantities and composition, service coverage, fleet, facilities, recycling, illegal dumping, staffing, finance, data systems, legal compliance and GIS findings.
4	Waste characterisation and material-flow report	Sampling design, health and safety measures, results, composition analysis, material-flow account and diversion potential.
5	Gap and needs assessment	Prioritised regulatory, service, environmental, institutional, operational, information, financial and infrastructure gaps.

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No.	Deliverable	Minimum content and acceptance requirement
6	Future projections and alternatives report	Ten-year waste and service projections, service and infrastructure options, evaluation criteria, financial implications, and recommended preferred alternatives.
7	Stakeholder and public participation report	Stakeholder register, notices, meeting records, attendance registers, issues raised, municipal responses and evidence of how input influenced the plan.
8	Draft reviewed IWMP	Complete draft plan containing the desired end state, goals, measurable targets, costed implementation programme, financial plan, GIS maps and a monitoring framework.
9	Council and endorsement support package	Presentation, executive summary, Council report, comments-and-responses schedule and revised adoption-ready document.
10	Final reviewed IWMP and project close-out package	Final editable Word document, signed PDF, executive summary, implementation matrix, GIS Geodatabase (including Mxd or Aprx file), financial model, registers and templates, source-data schedule, and all approved supporting reports.

10. PROJECT DURATION AND INDICATIVE PROGRAMME

The contract period will run for six months from the date stated in the appointment letter. Bidders may adjust the sequencing, provided that all consultation, review and approval-support requirements are met and that the final deliverables are completed within the contract period. The indicative programme below is intended to set out the municipality's expected pace of delivery.

Period	Principal activities and outputs
Month 1	Inception, confirmation of methodology and project governance, comprehensive data collection, review of the existing IWMP and commencement of fieldwork and facility inspections.
Month 2	Complete ground truthing, service-delivery and infrastructure assessments, stakeholder interviews, waste characterisation, and compilation of the spatial waste-management baseline.
Month 3	Data analysis, GIS mapping, preparation of the draft status quo report, stakeholder validation, gap and needs assessment and development of future waste-generation projections.
Month 4	Develop and evaluate service, infrastructure, waste-minimisation, and institutional alternatives, along with financial modelling and identification of the preferred implementation approach.
Month 5	Prepare and submit the draft reviewed IWMP, including the desired end state, measurable targets, costed implementation plan, monitoring framework, and public participation process.
Month 6	Incorporate municipal and public comments, complete final technical revisions, support committee, Council, and provincial endorsement processes, submit the final IWMP, and complete project close-out and handover.

10. MINIMUM PROJECT TEAM AND PERSONNEL REQUIREMENTS

The bidder must provide a multidisciplinary team capable of delivering all technical, financial, spatial, environmental and participation components of the assignment. The team must be led by a project leader who will remain accountable for integration, quality and delivery. The proposed team must collectively demonstrate competence in integrated waste management planning, municipal waste services, landfill and facility assessment, waste minimisation, financial modelling, GIS, stakeholder engagement and project management.

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The bidder must clearly define the role, level of effort and availability of each proposed team member. Curriculum vitae and evidence of qualifications and professional registration, where applicable, must be submitted in the form specified in the bid document. Substitution of key personnel after award will require prior written approval, and the replacement must have qualifications and experience equal to or better than those evaluated during the bid process.

At a minimum, the team should provide functions in project leadership and integrated waste planning; waste engineering or facility and operational assessment; environmental management and legal compliance; GIS and spatial analysis; municipal finance and tariff analysis; socio-economic or public-participation facilitation; and data analysis or waste characterisation. One person may perform more than one function where the proposal demonstrates sufficient competence and availability.

11. RESPONSIBILITIES OF THE SERVICE PROVIDER

The service provider will be responsible for planning and managing the assignment; providing all professional personnel, transport, equipment, sampling materials, and administrative support required to complete the work; arranging field activities in consultation with the municipality; protecting confidential information; complying with municipal site rules and health and safety requirements; and ensuring that all deliverables are technically sound and professionally edited.

The service provider must verify information before relying on it, maintain proper records of assumptions and sources, and promptly notify the municipality of any material data gaps or risks. The service provider must attend project meetings, stakeholder engagements, technical review sessions, and municipal approval meetings reasonably required during the contract period. All corrections arising from consolidated municipal comments must be incorporated at no additional cost if they fall within the agreed scope.

12. RESPONSIBILITIES OF THE MUNICIPALITY

The municipality will designate a project manager, provide available municipal records and plans, facilitate reasonable access to municipal facilities and officials, assist in identifying stakeholders, and coordinate the internal review of deliverables. The municipality will also arrange or approve access to Council and municipal committee processes and provide consolidated comments within agreed review periods, subject to operational and governance requirements.

The municipality does not warrant that all supplied information is complete or accurate. The service provider remains responsible for assessing data quality, reconciling inconsistencies and identifying information requiring verification. Municipal assistance with access or stakeholder coordination does not transfer responsibility for fieldwork, consultation records, technical analysis or the delivery of the assignment.

13. PROJECT GOVERNANCE, MEETINGS AND PROGRESS REPORTING

The project will be overseen by a municipal project steering arrangement established at inception. The service provider must attend monthly progress meetings and any additional technical sessions as required. A written progress report must be submitted before each monthly meeting and must record completed work, deliverables due, stakeholder activities, data received and outstanding, expenditure or payment milestones, risks, corrective actions, and decisions required from the municipality.

Minutes and action registers must be maintained for all formal project meetings. The service provider must maintain a document control system that identifies the title, version, date, status and author of each deliverable. Drafts circulated for comment must not be presented as approved municipal documents.

14. QUALITY ASSURANCE AND ACCEPTANCE OF WORK

The service provider must conduct an internal technical review and editorial quality control before submitting any deliverable. Reports must be coherent, evidence-based, internally consistent and free of avoidable factual, numerical, mapping, formatting and language errors. Tables, figures, maps and calculations must align with the narrative and with each other.

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The municipality may reject a deliverable that is incomplete, generic, unsupported, inconsistent with the specification, or not corrected after review. A rejected deliverable will not constitute achievement of a particular deliverable. Acceptance confirms that the deliverable is suitable for the next project stage; it does not waive the municipality's right to require correction of errors or inconsistencies identified at a later stage of the project.

15. DOCUMENT, DATA AND HANDOVER REQUIREMENTS

All reports must be submitted electronically in editable Microsoft Word and PDF formats. Financial models, implementation matrices, registers and calculations must be supplied in editable Microsoft Excel format. GIS information must be provided in editable geospatial formats agreed with the municipal GIS function, together with metadata and exported map layouts. Presentations must be supplied in editable Microsoft PowerPoint format.

The final IWMP must be professionally designed yet suitable for municipal printing, copying and electronic distribution. It must include an executive summary, table of contents, numbered headings, a glossary, a list of abbreviations, maps, tables, an implementation programme, a monitoring framework and appendices containing supporting technical information. The service provider must submit the number of hard copies specified in the contract data, together with one complete electronic close-out package.

16. OWNERSHIP, CONFIDENTIALITY AND USE OF INFORMATION

All project-specific reports, databases, maps, photographs, calculations, templates and other outputs produced under the contract will become the property of Nkomazi Local Municipality upon payment for the relevant work. The service provider may retain copies for record-keeping purposes but may not publish, distribute or reuse confidential municipal information without prior written permission.

The service provider must comply with applicable information protection requirements and ensure that personal information collected during interviews or consultations is used only for the purpose of the assignment. Public participation records must be managed to preserve the evidence required for the project while avoiding unnecessary disclosure of personal information.

17. PRICING REQUIREMENTS

The bidder must submit a fixed, fully inclusive price for the completion of the assignment. The price must include professional fees, project management, travel, accommodation, fieldwork, waste sampling, personal protective equipment, stakeholder engagement, notices, venue and facilitation costs where allocated to the service provider, GIS work, printing, data collection, report production, and all other costs necessary to deliver the specified outputs.

18. PAYMENT MILESTONES

Payments will be linked to accepted deliverables, not merely to time elapsed or activities undertaken. The final allocation of percentages will be set out in the contract or agreed at inception, but no payment will be made for a deliverable that has not been accepted in writing by the municipal project manager. The municipality may retain a reasonable portion of the contract value until the final IWMP and the complete electronic close-out package are submitted and accepted.

19. GENERAL BID AND CONTRACT REQUIREMENTS

The bidder must comply with all administrative, eligibility, functionality, preference and pricing requirements set out in the municipality's bid document. This technical specification must be read together with the conditions of bid, the general conditions of contract, the special conditions of contract, the pricing schedule, the evaluation criteria and the municipal supply-chain-management requirements.

Bidders must satisfy themselves as to the nature and extent of the assignment before submitting a proposal. Any qualification, exclusion or alternative assumption that materially alters the required scope must be clearly stated. The municipality reserves the

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right to request clarification, verify qualifications and experience, contact references and assess whether the proposed approach and resources are sufficient to deliver the required IWMP.

20. SPECIAL CONDITIONS OF THE APPOINTMENT

- 20.1. The successful bidder must commence work on the date specified in the appointment letter and maintain sufficient resources to complete the assignment within six months.
- 20.2. The project leader and key specialists identified in the accepted proposal must remain available for the duration of the assignment, subject to approved substitutions.
- 20.3. No material change to the scope, methodology, programme or key personnel may be made without prior written approval from the municipality.
- 20.4. The service provider must disclose any actual or potential conflict of interest involving waste facilities, operators, contractors, recyclers or other stakeholders assessed during the project.
- 20.5. The service provider must maintain appropriate professional indemnity and other insurance required by the bid and by applicable law.
- 20.6. Failure to correct rejected work, persistent failure to meet approved deadlines, or the submission of materially inaccurate information may be treated as non-performance under the contract conditions.

21. EXPECTED RESULT

The completed assignment must provide Nkomazi Local Municipality with a practical and defensible Integrated Waste Management Plan that reflects verified local conditions and can be implemented through municipal planning and budgeting processes. The final plan must move beyond broad policy statements by specifying what must be done, why it is required, who is responsible, when it must be completed, what it will cost, how it may be funded, and how progress will be measured.

The municipality expects the service provider to exercise professional judgement, integrate the various technical workstreams and present recommendations that are lawful, affordable, environmentally responsible and appropriate to Nkomazi's urban and rural service context.

22. NATURE OF THE CONTRACT

The review of the IWMP should be completed and submitted for approval by council within a timeframe not exceeding 6 months from the date of appointment. The Municipality intends to apply a three (3) stage evaluation process in the adjudication of this tender, namely:

a. Stage One (1): Administrative Compliance and Pre-Qualification

Evaluation of compliance with all mandatory administrative requirements and pre-qualification criteria as stipulated in the tender document.

b. Stage Two (2): Technical Evaluation

Evaluation of functionality, experience, expertise, capacity, and any other technical criteria relevant to the respective work package.

c. Stage Three (3): Price and Preference Points Evaluation

Evaluation of qualifying tenderers in terms of the 80/20 preference point system as prescribed by applicable procurement legislation and regulations.

Service providers who successfully meet the requirements of all three (3) stages may be identified as preferred tenderer.

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3.1. SUPPLIERS / CONTRACTORS

3.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on

.....

Mr. /Ms..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1:

2:

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1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.

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 the bidder or his representative:

3.2. Identify Number:

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

3.4. Company Reference 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:

❖ 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

❖ 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

If yes, furnish particulars:

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid?

3.10.1 If yes, furnish particulars:

*YES / NO

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.....
.....
3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

3.11.1 If yes, furnish particulars:

*YES / NO

.....
.....
3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....
.....
3.13. Are any spouses, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of state?

YES/NO

13.13.1 If yes, furnish particulars.

.....
.....
13.14 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.

13.14.1 If yes, furnish particulars.

YES/NO

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

Full Name	Position filled in the "State"	ID number	State employee number

.....
Signature

.....
Bid Number

.....
Date

.....
Capacity

.....
Name of the Company

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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**

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 Nkomazi Local Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Nkomazi Local Municipality.

2. DEFINITIONS

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- (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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

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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.)

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 12.5 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,5	
more than 30% youth shareholding or owned enterprise	2,5	
More than 30% people living with disability shareholding or owned enterprise	2,5	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 7.5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.

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Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	5	➤ Certified Valid BBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

***All certified copies must not be older than three months.**

❖ TECHNICAL EVALUATION CRITERIA

- All bidders are required to respond to the evaluation criteria measurements. Only Bidders that have met the Pre-Qualification Criteria will be evaluated for pricing.
- Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 70 points in order to proceed to price evaluations. A bidder who scores less than 70 points on the technical evaluation will be disqualified.

EVALUATION SCHEDULE: PROPOSED ORGANISATION, STAFFING & KEY STAFF

The experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three perspectives:

- General experience (total duration of professional activity), level of education and training and positions held by each key staff member.
- The education, training and experience of the key staff members, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- The key staff members' knowledge of issues which the tenderer considers pertinent to the project, e.g. local conditions, affected communities, legislation, techniques, etc.

A CV of each key staff member of not more than two (2) pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of postgraduate / diploma experience (year, organisation and position)
5. Outline of recent assignments/experience that has a bearing on the scope of work

If no proof of experience is provided, no points will be allocated. E.g., a referral letter from a current or past employer confirming the duties performed and years of experience. Moreover, all reference letters will be subject to verification.

All documents applicable to this Schedule must be attached as Annexure C.

The proposed organisation and staffing will be scored as follows: **100 points**.

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No.	Evaluation Criteria	Evidence Required	Points Allocation	Scoring Criteria	Points
1	Relevant IWMP Project Experience	Appointment letters, completion certificates, and Municipal Approval Letters for each completed Integrated Waste Management Plan. The client must sign reference letters and include contact details.	25	Five (5) or more approved Integrated Waste Management Plans completed.	25
				Four (4) approved Integrated Waste Management Plans completed.	20
				Three (3) approved Integrated Waste Management Plans completed.	15
				Two (2) approved Integrated Waste Management Plans completed.	10
				Less than two (2) approved Integrated Waste Management Plans.	0
2	Core Personnel		65		
2.1	Project Leader	Certified Qualification(s); Valid EAPASA/SACNASP Registration (where applicable); Appointment Letter indicating the individual as Project Leader; Municipal Approval Letters or Completion Certificates confirming the individual's role.	20	Master's Degree, valid EAPASA/SACNASP registration and four (4) or more approved IWMPs prepared as Project Leader.	20
				Master's Degree and two (2) to three (3) approved IWMPs prepared as Project Leader.	15
				Honours Degree with valid EAPASA/SACNASP registration and two (2) approved IWMPs prepared as Project Leader.	10
				Honours Degree and two (2) approved IWMPs prepared as Project Leader.	5
				Does not meet the minimum requirements.	0
2.2	Data Analyst	Certified Qualification(s); Appointment Letters; Project Reference Letters or Completion Certificates.	15	Degree and four (4) or more environmental planning, waste management, GIS or data analysis projects.	15
				Degree and two (2) to three (3) relevant projects.	10
				Diploma and two (2) relevant projects.	5
				Does not meet the minimum requirements.	0
2.3	Financial Specialist	Certified Qualification(s); Appointment Letters; Client Reference Letters or Completion Certificates.	10	Degree and four (4) or more financial modelling or financial projection assignments.	10
				Degree and two (2) to three (3) financial modelling or financial projection assignments.	5
				Does not meet the minimum requirements.	0

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2.4	Public Participation Specialist	Certified Qualification(s); Appointment Letters; Public Participation Reports, Attendance Registers or Client Reference Letters.	15	Degree and four (4) or more public participation projects.	15
				Degree or Diploma and two (2) to three (3) public participation projects.	10
				Does not meet the minimum requirements.	0
2.5	Project Administrator	Certified Qualification(s); Curriculum Vitae; Appointment Letters.	5	Diploma and above, with four (4) or more years of administrative experience.	5
				Does not meet the minimum requirements.	0
3	Local Office / Accessibility and Capacity	Proof of physical business address; Company Organogram; Description of project support capacity.	5	Physical office within Mpumalanga Province with dedicated project support personnel.	5
				Physical office elsewhere within South Africa with dedicated project support personnel.	3
				No physical office or support capacity demonstrated.	0
4	Financial Rating	Original or certified Bank Rating Letter issued within the last twelve (12) months.	5	Bank Rating C and above.	5
	TOTAL FUNCTIONALITY POINTS		100		

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DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....
.....

5.2. Company registration number:
.....

5.3. **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]

5.4. 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 because 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 because of that person's conduct;
 - c. cancel the contract and claim any damages which it has suffered because 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.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

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2.2. Documents to be used

- 2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.
- 2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.
- 2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.
- 2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

- 3.1.1 Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;
- 3.1.2 Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;
- 3.1.3 Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

- 4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.
- 4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.
- 4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

- 5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).
- 5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).
- 5.3. Tenders/bids must be submitted in English.
- 5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).
- 5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.
- 5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

- 6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.

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6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

8.1. Firm tender/bid prices and delivery periods are preferred.

8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.

8.3. "Non-firm" prices are deemed to be all prices which are not "firm."

8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.

8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. CONSIDERATION OF TENDER/BIDS

3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.

3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.

3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:

- General Information supplied by the bidder
- Compliance with bid requirements
- Pricing
- Technical Evaluation
- Preferential Procurement points

3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.

3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.

3.6. Any decision by Nkomazi Local Municipality shall be final, and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.

3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.

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3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of a BBBEE status level certificate [T5].

3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,

3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,

3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots

1.1. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.

4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.

4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.

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- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality shall remain vested in Nkomazi Local Municipality.

4.6. Queries relating to the bid

- 5.4.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –
- 4.9.1.1. Confidential financial statements of the bidder; and
- 4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

- 4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.
- 4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.
- 4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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 services 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;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - 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:

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

**CONTRACT FORM - PURCHASE OF GOODS/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 supply of
goods/services 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/services 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1.	
2.	
DATE	

--

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

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)

- 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.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- 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.
- 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.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	
WITNESSES	
.....	
.....	
DATE:.....	

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

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).

An official order indicating service delivery instructions is forthcoming.

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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

WITNESSES

.....

.....

DATE:.....

OFFICIAL STAMP

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

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	<i>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?</i> <u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</u> <u>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.</u>	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 ☐

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		BIDDER	WITNESS	EMPLOYER	WITNESS	

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

BID NO:	NKO 14/2026	INITIALS				
		BIDDER	WITNESS	EMPLOYER	WITNESS	

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 consortium³ 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

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(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at:

.....

7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature Tender/Bid no.....

Capacity

Duly authorised to sign on behalf of

.....

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

CONTRACT NO: NKO55/2026 REQUEST FOR A SERVICE PROVIDER FOR THE REVIEW OF THE 5-YEAR INTEGRATED WASTE MANAGEMENT PLAN FOR NKOMAZI LOCAL MUNICIPALITY

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
22/10/2026	26/11/2026	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to **REQUEST FOR A SERVICE PROVIDER FOR THE REVIEW OF THE 5-YEAR INTEGRATED WASTE MANAGEMENT PLAN FOR NKOMAZI LOCAL MUNICIPALITY** conformity with the above-said documents and addenda, for the sum of -

.....
.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 36 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.

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8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THE DAY OF IN THE YEAR OF

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

BID NO:	NKO 14/2026	INITIALS				
			BIDDER	WITNESS	EMPLOYER	WITNESS

PRICING SCHEDULE
Review of the Nkomazi Local Municipality Integrated Waste Management Plan

Bid Number	
Bidder Name	
CSD Supplier Number	
VAT Registration Number	

1. INSTRUCTIONS TO BIDDERS

- 1.1 The bidder shall complete every applicable item in this pricing schedule. Prices must be stated in South African Rand and must exclude Value Added Tax unless otherwise indicated.
- 1.2 The rates and amounts quoted shall be fully inclusive of all professional fees, project management, administration, travel, accommodation, subsistence, stakeholder engagement, public participation, venue-related costs, printing, reproduction, data collection, waste characterisation, GIS work, specialist inputs, reporting, editing, electronic media and all other expenses necessary to complete the assignment.
- 1.3 The consolidated work packages are provided for bid evaluation and price comparison. Each work package includes all related activities and outputs described in the bid specification and Terms of Reference and does not create an entitlement to an interim or milestone payment.
- 1.4 Payment shall be made once only, after completion of the entire six-month assignment, submission of all required deliverables, correction of all comments, final acceptance of the reviewed IWMP by the Municipality and receipt of a valid tax invoice.
- 1.5 No separate payment will be made for work reasonably required to produce a complete, compliant and implementable IWMP, whether or not that work is expressly repeated under every pricing item.
- 1.6 Any item left unpriced will be deemed to be included in the prices of the other items. The Municipality will not accept qualifications that make the final price uncertain.

2. CONSOLIDATED WORK PACKAGE

Item	Consolidated work package
1	Project inception, review of the existing IWMP and municipal records, implementation-performance assessment, legislative and policy alignment, municipal profile, institutional review, inception report and detailed six-month work programme.
2	Situational analysis and verified waste baseline, including municipal-wide ground-truthing, waste quantities and streams, physical waste characterisation, demographic analysis, service coverage and waste-collection backlog.
3	Waste service and infrastructure assessment, including collection systems, routes and frequencies, fleet, plant, equipment, containers, depots, landfill sites, transfer stations, recycling facilities, buy-back centres and future infrastructure needs.
4	Waste minimisation and priority waste-stream planning, including separation at source, reuse, recycling, recovery, composting, organic waste, circular-economy initiatives, reclaimers and cooperatives, EPR programmes, illegal dumping, hazardous waste and health care risk waste.
5	Institutional, environmental and spatial assessment, including staffing and skills, by-law enforcement, information management, climate and disaster waste, environmental and public-health risks, GIS mapping and editable spatial datasets.

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6	Financial and funding strategy, including the full cost of service, tariffs, affordability, indigent support, billing and revenue, five-year financial modelling, ten-year capital planning, funding gaps and sources, project funding-readiness, and operation and maintenance requirements.
7	Strategic planning and implementation framework, including gap and needs analysis, desired end state, alternative scenarios, ten-year projections, strategic objectives and targets, infrastructure plan, costed implementation programme and monitoring framework.
8	Stakeholder engagement, public participation and finalisation, including notices and meetings, Draft and Final IWMP preparation, incorporation of comments, municipal presentations, support for Council adoption and provincial endorsement, and handover of all final and editable records.

3. PRICING SCHEDULE

Subtotal: Professional services and all associated costs (Excl. VAT)	R
VAT at applicable rate	R
TOTAL BID PRICE (Incl. VAT)	R

4. PAYMENT CONDITION

The Municipality will not make interim, monthly or milestone payments. The total contract price will become payable only after the service provider has completed the full scope of work, submitted every required deliverable, addressed all municipal comments, handed over all editable and final records, and received written confirmation of final acceptance from the Municipality. Payment remains subject to the submission of a valid tax invoice and compliance with the Municipality's normal payment procedures. Acceptance of the final work by the Municipality does not remove the service provider's obligation to correct material errors or omissions identified during the agreed defects-correction period.

5. BIDDER DECLARATION

The bidder confirms that the total bid price is firm for the six-month contract period and includes every cost necessary to complete the assignment in accordance with the bid specification and Terms of Reference.

The bidder further confirms that no payment will be claimed before final completion and written acceptance of all required work by the Municipality.

Name of authorised representative	
Capacity	
Signature	
Date	
Company stamp	

- **QUANTITIES INDICATED ABOVE ARE FOR EVALUATION PURPOSES ONLY**
- **ALLOCATION OF WORK WILL BE LIMITED TO THE AVAILABLE BUDGET**

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 supplies 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.

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- 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 supplies 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.

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- 1.25 “Written” or “in writing” means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

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security

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

- (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,

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- 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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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

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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 in SCC.
- 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily

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available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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

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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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

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

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- (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 in SCC.
- 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.

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- 34.3 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.

Js General Conditions of Contract (revised July 2010)

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1. Application and precedence

1.1 These SCCs supplement the National Treasury General Conditions of Contract (GCC), July 2010, and apply specifically to the IWMP review appointment.

1.2 In accordance with clause 2.3 of the GCC, where these SCC conflict with the GCC, these SCC shall prevail, subject to applicable legislation.

1.3 The signed contract, accepted bid, Terms of Reference (TOR), pricing schedule, GCC and these SCC shall be read together. The SCC govern the specific contractual matters addressed herein; technical services and outputs are governed by the TOR.

2. Contract period and progress milestones

2.1 The contractual completion period shall be as stated in the accepted bid and the formal appointment. The service provider shall submit an implementation programme for the Municipality's written approval.

2.2 Milestones and progress reports are solely for monitoring performance and timely completion. Achievement of a milestone does not constitute acceptance of the entire assignment or create an entitlement to interim payment.

2.3 Extensions of time require a written, substantiated request and prior written approval from the municipality. No extension shall automatically entitle the service provider to additional payment.

3. Single final payment

3.1 The contract price shall be paid in a single payment only after the entire assignment has been satisfactorily completed, the complete handover required under clause 5 has been received, and written acceptance by the Municipality has been given.

3.2 No advance, progress or milestone-based payments shall be made. Submission of a draft or a progress report is not a payment event.

3.3 Following written acceptance, the service provider may submit a valid invoice, which shall be processed in accordance with section 65(2)(e) of the Municipal Finance Management Act and applicable law.

3.4 The accepted price covers all obligations under the TOR and these SCC. Rectification of non-compliant work attributable to the service provider shall be at no additional cost.

4. Acceptance and rectification

4.1 The Municipality may assess submitted work against the TOR, applicable statutory requirements and the accepted bid, and shall provide either written acceptance or written reasons for rejection.

4.2 Defective, incomplete or inconsistent work shall be corrected and resubmitted within the period reasonably specified by the Municipality, at no additional cost if attributable to the service provider.

4.3 Final acceptance for payment is a contractual determination of the Municipality. External statutory endorsement or approval shall not be deemed obtained by acceptance and shall be an express prerequisite for payment only where the TOR clearly includes its completion within the agreed contract period.

5. Intellectual property, digital records and handover

5.1 All original project-specific material created under this contract, including the revised IWMP, maps, GIS layers, spatial and non-spatial databases, research outputs, models, analyses, tables, graphics, working papers, and supporting documentation, shall be delivered to and retained by Nkomazi Local Municipality.

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5.2 The service provider hereby assigns to the Municipality, to the extent legally assignable, all copyright and other transferable intellectual-property rights in project-specific works created under the contract, including future copyright as the works come into existence. The service provider shall ensure that its personnel and subcontractors execute any further written assignments required to give effect to this clause.

5.3 The complete handover shall include editable source files and underlying datasets, not merely printed reports or PDFs. Spatial data shall be supplied in interoperable formats, including ESRI shapefiles (with all associated component files) or GeoPackage, together with native GIS project files where used, attribute tables, coordinate reference system details, and geospatial metadata.

5.4 Metadata shall, where relevant, identify data provenance, collection and update dates, scale or resolution, coordinate systems, processing methods, assumptions, quality limitations, field definitions and version history. Associated spreadsheets, formulas, source tables, map layouts and data dictionaries shall also be provided.

5.5 The Municipality may reproduce, modify, maintain, and share the project-specific outputs for lawful municipal purposes, and may appoint third parties to update or use them without additional licence fees or approval from the service provider.

5.6 Pre-existing or third-party intellectual property shall be identified in writing before incorporation. The service provider shall secure for the Municipality a perpetual, irrevocable, royalty-free licence sufficient for the uses in clause 5.5 and for future IWMP updates, or obtain prior written approval for any limitation. No third-party licence restriction may prevent the Municipality from using the completed IWMP for its statutory functions.

5.7 The service provider shall not withhold source data, metadata or editable files as security for payment. Completion of this handover is a condition of final acceptance.

6. Confidentiality and municipal information

6.1 Information furnished by the Municipality may be used only for the execution of the contract and shall not be disclosed except with the Municipality's written authorisation or as required by law.

6.2 The service provider shall protect municipal and personal information in accordance with applicable legislation and, on written instruction, return or securely dispose of copies, subject to lawful retention obligations.

7. Key personnel, subcontracting and variations

7.1 Key personnel offered in the accepted bid shall not be replaced without prior written approval; substitutes shall have equivalent or higher relevant competence.

7.2 Subcontracting shall not relieve the appointed service provider of contractual accountability and shall be subject to the GCC and to applicable approval requirements.

7.3 No additional work, price adjustment or scope variation shall be implemented without prior written approval and in accordance with the Municipality's applicable statutory and SCM processes.

8. Default and remedies

8.1 Failure to perform, to meet the approved programme, or to remedy deficiencies may result in contractual remedies under the GCC, including those relating to delays, penalties and termination, subject to applicable notice and procedural requirements.

8.2 Upon expiry or lawful termination, the service provider shall deliver all completed and partially completed project records and digital material produced up to that date, subject to the parties' contractual rights and payment obligations.

8.3 Matters not expressly modified by these SCC remain subject to the GCC and to applicable South African law.

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