

PIKITUP JOHANNESBURG SOC LIMITED

TENDER INVITATION DOCUMENT FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO A MAXIMUM OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF BIN LINERS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

TENDER NO: PU 163/ 2026

TENDER CLOSING DATE: 15 DECEMBER 2026, TENDER CLOSING TIME: 11:00 AM

BIDDER NAME: .....

BIDDER CSD #: **MAAA** .....

BID AMOUNT: **R** .....

TENDER DOCUMENT FOR: PIKITUP JOHANNESBURG SOC LTD JORISSEN PLACE 66 JORISSEN STREET BRAAMFONTEIN, GAUTENG, SOUTH AFRICA Contact person: Mlungisi Shongwe E-mail: mlungisishongwe@pikitup.co.za Enquiries or clarifying questions relating to this bid may be directed in writing via e-mail to the contact person indicated above.	Bid response documents must be deposited in the Pikitup Tender Box, Pikitup Head Office, Tender Office, Ground Floor, East Wing, Jorissen Place, 66 Jorissen Street, Braamfontein, JHB before the closing date and time. Details are as specified in the tender notice and invitation. A non-compulsory briefing session will be held as follows: Date: 25 November 2026 Time: 11:00 am to 12:00 pm. Physical address: Pikitup Southdale Depot, 46 3rd Street, Johannesburg.

- **TABLE OF CONTENTS**

DESCRIPTION	SECTION
TENDER NOTICE AND SCAM ALERT	SECTION 1.1
INVITATION TO BID - MBD 1	SECTION 1.2
GENERAL CONDITIONS OF TENDER	SECTION 1.3
DECLARATION OF AUTHORITY TO SIGN THE BID DOCUMENT	SECTION 1.4
SPECIFICATION OR TERMS OF REFERENCE	SECTION 2.1
TENDER EVALUATION CRITERIA	SECTION 2.2
RESPONSE SCHEDULES	SECTION 2.3
BILL OF QUANTITIES AND UNIT RATES	SECTION 3.2
DECLARATION OF INTEREST - MBD 4	SECTION 4
DECLARATION OF PROCUREMENT - MBD 5, SUPPORTED BY DECLARATION OF PIS - MBD 5A, IF APPLICABLE) (ONLY APPLICABLE FOR TENDERS ABOVE R10 MILLION)	SECTION 5
PREFERENCE POINTS CLAIM FORM - MBD 6.1	SECTION 6.1
CONTRACT FORM: PROCUREMENT GOODS / WORKS - MBD 7.1	SECTION 7
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - MBD 8	SECTION 8.1
DECLARATION OF PAYMENT OF MUNICIPAL RATES, TAXES AND MUNICIPAL SERVICE CHARGES OF THE BIDDING ENTITY AND ITS DIRECTORS	SECTION 8.2
CERTIFICATE OF INDEPENDENT BID DETERMINATION - MBD 9	SECTION 9
CORPORATE GOVERNANCE BREACH CLAUSE	SECTION 10
GENERAL CONDITIONS OF CONTRACT (GCC)	SECTION 11
ADVANCE CONTRACT (SPECIAL CONDITIONS OF CONTRACT)	SECTION 12

SECTION 1.1 TENDER NOTICE

Pikitup Johannesburg SOC Limited invites prospective bidders to submit proposal documents as part of the bid process for the service required below:

TENDER NO	PU163/2026
TENDER DESCRIPTION	The appointment of service provider/s to a maximum of three (3) service providers for the supply and delivery of bin liners on an as and when required basis for a period of 36 months
BID EVALUATION	Compliance evaluation, Functionality evaluation, Price and preference (90/10), And objective criteria
PREFERENCE POINTS MAY BE CLAIMED FOR SPECIFIC GOALS AND MUST BE SUBSTANTIATED WITH EVIDENCE	The specific goals for preference points to be claimed are as follows: (i.e.2.5% for 90/10) - Black shareholding - Women shareholding - SMMEs - Locality within City of Johannesburg Metropolitan Municipality
OBJECTIVE CRITERIA	As specified in the tender invitation document
VALIDITY PERIOD REQUIRED	180 days from the tender closing date
ADVERTISEMENT / ISSUE DATE	13 November 2026
NON-COMPULSORY INFORMATION MEETING DETAILS	Date: 25 November 2026 Time: 11:00 to 12:00 Venue: Pikitup Southdale Depot, 46 3rd Street, Johannesburg
TENDER CLOSING DATE AND TIME	15 December 2026 at 11:00 am
BID RESPONSES	The original bound hard copy of the bid response document must be enclosed in a sealed envelope, clearly marked on the outside of the envelope with the tender reference number, tender description, closing date, and bidder's name.
TENDER BOX	Bid responses must be deposited in the Pikitup Tender Box situated at Pikitup Head Office, Ground Floor, East Wing, Pikitup Tender Office, Jorissen Place, 66 Jorissen Street, Braamfontein, no later than the closing date and time stipulated in the tender invitation. The tender box is accessible on weekdays from 08:00 to 16:30.
CONTACT PERSON	Mlungisi Shongwe
EMAIL ADDRESS	mlungisishongwe@pikitup.co.za

- All tender notices are published on the Pikitup website and the National Treasury eTender Portal. Tender invitation documents, in English, may be downloaded free of charge from the National Treasury eTender Portal (www.etenders.gov.za). Alternatively, the tender invitation document may be requested electronically from the Pikitup contact person specified in the tender notice.
- Tenderers who fail to attend a compulsory tender or site briefing, where applicable, will be regarded as non-responsive.
- Tenders may only be submitted on the official tender document issued by Pikitup and must be completed in full. Bids must remain valid for the period specified in the tender notice and/or invitation document.
- Late submissions, as well as tenders submitted electronically, by email, telephonically, by facsimile, or by any other means than specified, will not be accepted for consideration.
- Tenders will be evaluated in accordance with the Pikitup Supply Chain Management Policy and Procedure Manual, the Municipal Supply Chain Management Regulations, the Preferential Procurement Regulations, applicable legislation, the General Conditions of Contract (GCC), Special Conditions of Contract, conditions of tender, specifications, and/or terms of reference contained in the tender document.
- Pikitup does not bind itself to accept the lowest tender or any tender received.

- Failure to comply with the conditions contained in the tender invitation document may result in the tender being declared non-responsive and/or disqualified. Such conditions include, but are not limited to:
  - compliance with the General Conditions of Contract (GCC), Special Conditions of Contract, conditions of tender, specifications, and/or terms of reference;
  - the bidder and its directors being in good standing with respect to municipal rates and service charges;
  - registration on the National Treasury Central Supplier Database (CSD);
  - tax-compliant status;
  - submission of all required tender documents, declarations, and supporting evidence;
  - compliance with any minimum tender requirements specified in the tender document; and
  - submission of bids in the Pikitup tender box before the stipulated closing date and time.

SCAM ALERT

In the interest of promoting transparency in procurement processes and ensuring compliance with applicable legislation, the invitations to bids are published, as well as the names of the responding bidding companies and their bid values, which are publicly disclosed at tender box openings and published on the Pikitup website as required by the relevant MFMA legislation.

However, it has come to our attention that fraudsters are exploiting this publicly available information for criminal purposes.

Individuals are impersonating municipal and/or Pikitup officials, falsely claiming to be members of Bid Evaluation or Bid Adjudication Committees, and are soliciting bribes from bidders in exchange for preferential treatment during the evaluation process or the awarding of tenders.

Bidders are urged to remain vigilant and take note of the following:

- Pikitup tender documents are issued free of charge via the National Treasury e-Tender Portal; thus, no payment is required to receive tender invitation documents.
- Pikitup utilises the National Treasury Central Supplier Database (CSD); thus, no payment is required for supplier registration.
- Only respond to tenders that are officially published on the National Treasury e-Tender Portal and/or the Pikitup website.
- All bid submissions must be deposited in the official Pikitup tender box as specified in the tender documents.
- Only communicate in writing with the designated Pikitup contact person listed in the tender documents. Official contact details are indicated in the tender notice or invitation.
- Under no circumstances should bidders entertain or respond to requests for bribes. Pikitup does not solicit or accept any form of inducement in its procurement processes.

REPORT FRAUD AND CORRUPTION

Any fraud or corruption must be reported immediately to one or more of the following institutions:

- City of Johannesburg Anti-Fraud Hotline: 0800 002 587, email: whistle@joburg.org.za or anti-fraud@joburg.org.za.
- National Anti-Corruption Hotline: 0800 701 701, email: integrity@publicservicecorruptionhotline.org.za.
- South African Police Service (SAPS): 08600 10111 or 012 846 4590 or 071 481 3414, email**:** CorruptionReports@saps.gov.za or Corruption.ReportsHO@saps.gov.za.

SECTION 1.2
INVITATION TO BID - MBD 1, PARTS A AND B

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF PIKITUP JOHANNESBURG SOC LIMITED					
BID NUMBER:	**PU163/2026**	CLOSING DATE:	**15 DECEMBER 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**THE APPOINTMENT OF SERVICE PROVIDER/S TO A MAXIMUM OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF BIN LINERS ON AN AS-AND-WHEN-REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE PIKITUP TENDER BOX SITUATED AT PIKITUP JOHANNESBURG (SOC) LIMITED, PIKITUP TENDER OFFICE, JORISSEN PLACE, EAST WING, GROUND FLOOR, 66 JORISSEN STREET, BRAAMFONTEIN, JOHANNESBURG, 2000

SUPPLIER INFORMATION				
NAME OF BIDDER				
STREET ADDRESS				
POSTAL ADDRESS (IF DIFFERENT)				
CONTACT PERSON				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
COMPANY REGISTRATION NUMBER				
SARS INCOME TAX NUMBER				
SARS TAX COMPLIANCE PIN #	Tax Compliant? ☐Yes ☐No		**TAX COMPLIANCE PIN**	
VAT REGISTRATION	VAT registered? ☐Yes ☐No		**VAT REGISTRATION #**	
CENTRAL SUPPLIER DATABASE (CSD)	CSD registered? ☐Yes ☐No		**CSD REGISTRATION #**	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	☐Yes ☐No [IF YES, ENCLOSE PROOF]		**ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE IN ZAR**	**R**
SIGNATURE OF BIDDER			**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**SCM UNIT**		**CONTACT PERSON**	**SAME**
CONTACT PERSON	**MLUNGISI SHONGWE**		**TELEPHONE #**	**SAME**
TELEPHONE NUMBER	**087 357 1228**		**FACSIMILE NUMBER**	**SAME**
E-MAIL ADDRESS	**mlungisishongwe@pikitup.co.za**		**E-MAIL ADDRESS**	**SAME**

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)**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE PIKITUP SCM POLICY, THE TENDER CONDITIONS, 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. 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 TCC CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCC CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCC IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED TO VERIFY THE CURRENT TAX COMPLIANCE STATUS.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** (THIS SECTION "B3" IS ONLY APPLICABLE FOR A FOREIGN-BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS)
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 REGISTERED AS PER 2.3 ABOVE.

NB:

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

SECTION 1.3

GENERAL CONDITIONS OF TENDER

1. GENERAL

1.1. Pikitup Supply Chain Management Policy and Procedure Manual (as amended) will apply to this invitation.

1.2. All bids must be submitted on the official forms supplied by Pikitup. Under no circumstances whatsoever may the bid forms be retyped or redrafted.

1.3. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup. No pencil, correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and/or any pricing not affected per the aforementioned will be rejected

1.4. No alterations/corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.

1.5. Wherever the tender document refers to any trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.

1.6. Bidders must state the country of origin and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify, if required.

2. PRICING

2.1. Rates and prices offered by the bidder must be completed in the pricing schedule and/or the Form of Offer attached to this document, completed in full, and originally signed by the duly authorised signatory. Failure to complete and sign the pricing schedule as required may result in the tender being deemed non-responsive.

2.2. All prices shall be quoted in South African Rand (ZAR) and must be inclusive of all related costs and applicable taxes, unless expressly stated otherwise.

2.3. All bid prices shall be final and binding.

2.4. Bid prices must include all expenses, disbursements and costs (including, but not limited to: transport, labour, materials, equipment, insurance, packaging, delivery, accommodation, administration, overheads, duties, applicable taxes, profits, etc.) required for the execution of the bidder’s obligations in terms of the Contract. Bid prices shall further cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (if the bid is successful), unless otherwise expressly specified.

2.5. Prices must be firm and fixed for the full contract period. No escalation, variation, or adjustment shall be permitted unless expressly stated in the tender pricing instructions or tender conditions. No conditional pricing, qualifications, or alternative pricing models shall be accepted.

2.6. The total tender price must correspond with the sum of all line items in the pricing schedule. In the event of any discrepancy between unit prices, line-item subtotals and the grand total, the total tender price shall prevail.

2.7. A bid shall not be invalidated where the amount in words and the amount in figures do not correspond. In such a case, the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount. Accordingly, where a discrepancy exists, the amount in words shall apply.

2.8. Pikitup reserves the right to verify and correct arithmetical errors in accordance with SCM Regulations and applicable procurement prescripts.

2.9. Value-Added Tax (VAT) must be shown separately on the pricing schedule at the VAT rate ruling on the date of tender closing. Where the bidder is not VAT-registered, this must be clearly stated, and total bid prices shall be deemed VAT-inclusive. The bidder must ensure that provision is made for VAT in such instances and that the bid price is an all-inclusive rate.

2.10. Where the estimated value of the intended contract exceeds R2,300,000.00 per annum, the bidder must register with the South African Revenue Service (SARS) for Value-Added Tax (VAT) purposes and must be able to issue valid tax invoices in accordance with applicable legislation. Should a bidder become a registered VAT vendor during the

contract period, the prices/rates as per the initial award shall be deemed inclusive of VAT, and no price adjustment(s) shall be permitted.

2.11. In terms of the amended Value-Added Tax Act, any tax invoice issued for supplies exceeding R3,000 must, in addition to the other prescribed particulars, disclose the VAT registration number of the recipient.

3. SUBMITTING A BID

3.1. Bids may only be submitted on the tender invitation documentation as issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by Pikitup upon request, may be submitted as stated in the tender invitation document

3.2. Bid documents in a sealed envelope and marked with the “tender reference number, the title of the tender, and the bidding company name” must be deposited in the Pikitup tender box as indicated in the notice of the bid, on or before the closing date and time of the bid.

3.3. Sealed bid documents must be deposited in the Pikitup Tender box situated at the Pikitup Head Office, Ground Floor, East Wing, Pikitup Tender Office, Jorissen Place, 66 Jorissen Street, Braamfontein, unless specified differently in the invitation to tender document.

3.4. Any bid received without the “Bid Number and/or Title” clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered

3.5. The bid will close for tender strictly as per the details indicated on the cover page of this tender document.

3.6. No late bids will be accepted or considered for evaluation after the closing date and time. Bid documents deposited into the tender box after the closing date and time will be recorded as late bids, and the bidder will be contacted to collect the bid document.

3.7. Bid responses sent or delivered to any other address besides the address stated in the tender document will not be considered.

3.8. Telegraphic, telephonic, telex, facsimile, e-mail, sent electronically, late bids, or bids submitted by any other means as specified in the invitation to tender will not be considered or accepted.

3.9. Only bids that are deposited into the tender/bid box before the closing date and time will be considered. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for Bids that are not deposited in the tender/bid box before the closing date and time.

4. BID DOCUMENT COMPLETION AND RESPONSE

4.1. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup, and no correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and/or any pricing not affected by the aforementioned will be rejected.

4.2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.

4.3. No alterations or corrections to the information in the document (including pricing) may be performed by stapling or sticking another page over it.

4.4. Before submission of any bid, the bidder must check the number of pages to ensure pages are in the correct order and to satisfy themself that none of the pages is missing or duplicated.

4.5. The bidder must ensure that the bid response document is clearly and correctly indexed, and that pages and supporting documents are clearly and correctly captioned, titled, labelled, named or marked with the relevant headings, sections and/or subsections.

4.6. The bidder must ensure that the sections, subsections and/or supporting documents of the bid submission are filed in chronological order, and that the bid document is securely bound.

4.7. Documentation and/or information that is not indexed, referenced, identified and/or recognised will not be considered for evaluation purposes. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for documentation and/or information that is disregarded and/or not considered due to pages and/or supporting documents that

are incorrectly filed or misplaced, or documentation that is not clearly or incorrectly indexed, referenced, titled, labelled, named, marked or captioned.

4.8. All supporting documents must be submitted by either stapling them to the relevant form in the bid document or by submitting a bound annexure containing all supporting documents. Pikitup will not take any responsibility for missing or lost pages, where the bidder submits loose pages, or where the bidder failed to securely bind supporting documents.

4.9. No bid response shall be considered unless it is accompanied by sufficient information to demonstrate that the goods or services offered duly comply with the specification and bid requirements.

4.10. Wherever the tender document refers to any trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.

4.11. Bidders must state the country of origin and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify, if required.

4.12. Bid documents submitted in the tender box and recorded in the tender register at the closing date may not be returned to the bidder, given that all bid documents must be kept on record for audit purposes. Bid documents deposited in the tender box may only be made available to the respective bidders where the tender was cancelled and/or an erratum was issued by Pikitup before the tender closing date.

5. BID OPENING

5.1. Bids shall be opened in public at the Pikitup Tender Offices as soon as possible after the closing time.

5.2. Where practical, the bidder's names and/or prices will be read out at the time of opening bids.

5.3. Pikitup will record in a tender register, which is open to public observation, the details of bids received by the tender closing date and time. The electronic version of the tender register will subsequently be published on the Pikitup website.

5.4. Any bid received after the appointed time for the closing of bids shall not be considered, but shall be filed unopened, and/or the bidding company will be contacted to collect the bid.

6. VALIDITY PERIOD

6.1. The tenderer shall warrant that the tender offer remains valid, irrevocable and open for acceptance by Pikitup at any time for 180 days after the closing date, unless specified differently in the tender document. The tender offer will constitute an offer which remains open for acceptance during the validity period.

6.2. The validity of bids may be further extended subject to mutual agreement by the parties, administrative processes and approval by Pikitup’s delegated authority, unless the required extension is because of an appeal process or court ruling.

7. SITE VISIT, BRIEFING, OR INFORMATION MEETINGS

7.1. Where the bid invitation specifies that a compulsory site visit, briefing, or information meeting will be held, attendance by the bidder’s duly authorised representative is mandatory. Bidders must attend such a meeting and ensure that the attendance register is duly completed and duly signed. Failure to attend and/or failure to sign the attendance register shall result in automatic disqualification of the bid from further evaluation.

7.2. Where the bid invitation specifies that a briefing or information meeting is non-compulsory, attendance shall be optional and intended to facilitate clarification of bid requirements.

7.3. Where the bid invitation specifies that no site visit, briefing, or information meeting will be held, queries relating to the bid must be submitted in writing to the designated contact person as indicated in the bid document, within the prescribed timeframes

8. EVALUATION OF BIDS

8.1. Bidders must duly comply with all minimum responsiveness requirements and pre-compliance evaluation criteria, which may include mandatory technical specifications. Bidders must also meet the minimum functionality threshold, where functionality evaluation is applicable, to be considered for further evaluation. Tenders will be assessed

according to the point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA). The 80/20 preference point system will apply for tenders with a value of up to R50,000,000 (fifty million rand), and the 90/10 system will apply for tenders exceeding R50,000,000 (fifty million rand). The lowest acceptable tender will be used to determine the applicable preference point system, unless otherwise specified in the tender document.

8.2. Should, during any stage of the evaluation and/or adjudication process, it become evident that the bidder who scored the highest number of points is unacceptable or non-responsive and this bidder also scored the highest points for price, the price and preference points scored by each bidder will be recalculated using the new lowest acceptable bidder's price as the basis for calculation purposes.

8.3. In instances where the bid price is not a determining factor in the appointment process, such as the establishment of a panel, framework agreement, or pre-approved database of service providers, Pikitup may apply a uniform notional value for price (for example, R1 for all responsive bidders) during the evaluation phase for purposes of calculating points under the applicable preferential procurement system.

8.4. If two or more bids score an equal total number of points, criteria for breaking a deadlock may be applied.

8.5. The preferred bidder/s is/are the bidder/s who score the highest price and preference points. Unless objective criteria, in addition to those of specific goals, justify the award to another bidder. If Pikitup intend to apply objective criteria in terms of section 2(1) (f) of the Act, Pikitup will stipulate the objective criteria applicable in the tender document.

9. **EVALUATION AND ADJUDICATION CRITERIA**

9.1. The tender will specify the applicable evaluation and/or adjudication criteria, which may include, but are not limited to, the following:

9.1.1. Relevant minimum administrative and legislative requirements.

9.1.2. Mandatory requirements and relevant specifications.

9.1.3. Value for money.

9.1.4. Capacity and capability of bidders to execute the contract.

9.1.5. PPPFA and associated regulations (including price and preference for specific goals).

9.1.6. Pikitup SCM Policy and Procedure provisions, and

9.1.7. Any other objective criteria that are specified in the tender invitation document.

10. **REQUIREMENTS OF A VALID BID**

10.1. The following duly completed documents and/or information must be submitted with the submission of the bid. Failure to comply with this requirement may invalidate the bid. The bid may not be considered, and no further correspondence will be entered into concerning the following matters:

10.1.1. Non-submission of mandatory compliance documentation,

10.1.2. The tender has not been completed,

10.1.3. Incomplete Pricing Schedule or Bill of Quantities,

10.1.4. A Form of Offer not signed,

10.1.5. Bid submissions with material alterations or corrections not in compliance with the minimum tender requirements will be rejected.

10.2. Pikitup may, after the closing date, request additional information or clarification of tenders in writing in compliance with the SCM Policy and SCM Procedure Manual, which may include but are not limited to the following:

10.2.1. To obtain an updated National Treasury Central Supplier Database registration form if the information is no longer compliant or outdated.

10.2.2. To obtain a valid Tax Clearance PIN if the certificate has expired, is no longer compliant, or has become inactive after the closing date of the tender, or to allow the bidder 7 working days to provide proof that the tax status has been resolved with SARS, and the tax compliance status would need to be verified accordingly.

10.2.3. To clarify or verify pricing where the prices are unclear or an obvious error or mistake has been detected, e.g. a total price was given instead of a unit price or vice versa; an arithmetical error detected, etc. The bidder may, however, not increase the total bid price.

10.2.4. To obtain clarity or to allow the bidder or director/s to pay overdue municipal accounts.

10.2.5. To obtain the income tax number(s) or other relevant tax registration number/s from the recommended bidder.

10.2.6. Where an omission on a document is purely administrative in nature, for example: a document not initialled, duly signed, or a section not duly completed, the bidder may be allowed to correct the oversight that is administrative in nature.

10.2.7. The bidder may not be given a second opportunity to submit documentation that was a tender requirement if the relevant documentation was not submitted in the first instance.

11. BID RESPONSIVENESS

11.1. A Bid will be considered non-responsive if:

11.1.1. The bid is not in compliance with the tender specifications and/or

11.1.2. The bidder has not duly submitted all the returnable documents as listed in the bid document; and/or

11.1.3. The bidder has failed to respond to a request from Pikitup to provide information or documentation within the timeframes specified in the written request, for example, tax compliance confirmation, CSD registration, validity extension, etcetera.

11.2. Pikitup reserves the right to accept or reject:

11.2.1. Any variation, deviation, bid offer, or alternative bid offer; or may cancel the bidding process and reject all bid offers at any time before the formation of a contract. Pikitup shall not accept or incur any liability to a bidder for such cancellation and/or rejection and will only provide written reasons for such action upon receipt of a written request to do so.

11.2.2. A bid offer which does not, in Pikitup's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.

11.2.3. The whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of several items being offered), and Pikitup is not obliged to accept the lowest or any bid.

11.3. Pikitup has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to Pikitup or the City of Johannesburg Municipality or any other Municipality or other service provider in respect of any municipal rates and taxes or service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of Pikitup be deducted from payments due to him/her for this bid until the debt is paid in full may be considered for acceptance by Pikitup.

12. WITHDRAWAL OF BID DURING AND / OR AFTER THE SCM PROCESS

12.1. If a bidder withdraws his/her bid during the SCM bidding and evaluation process, it must be in writing, before the award of the bid, for which Pikitup holds the right to accept or reject the bid withdrawal with or without a claim for any damages.

12.2. If a bidder declines or cancels the contract after award of the bid to the successful bidder, the awarded bidder may be held responsible for any damages or administrative expenses incurred before the award of the bid.

12.3. Defaulting bidders and/or their directors may be reported to the National Treasury to be considered for inclusion in the National Treasury's list of defaulters.

13. COMMUNICATION DURING THE TENDER PROCESS

13.1. All correspondence relating to this tender should be in writing, should reference the Pikitup tender number and must be addressed to the Pikitup official stipulated in the tender invitation.

13.2. Verbal or any other form of communication, from Pikitup, its employees, agents or advisors during site visits/clarification meetings or at any other time before the award of the Contract, will not be regarded as binding on Pikitup, unless communicated by Pikitup in writing to suppliers/tenderers by the General Manager: Supply Chain Management Unit or his/her nominees. Similarly, any communication of the tenderer that is not reduced to writing by the tenderer, its employees, agents or advisors, shall not be regarded as binding on Pikitup, unless communicated to Pikitup in writing by the tenderer, or their duly authorised representatives.

14. NEGOTIATIONS

14.1. The award of the tender may be subject to negotiations of the final terms and conditions of the anticipated contract with the highest scoring and/or preferred bidders.

14.2. The negotiations may include, but are not limited to, price negotiations and/or negotiations on any other terms and conditions of the anticipated contract(s) with the highest scoring and/or preferred bidders before final award.

15. **ADJUDICATION OF BIDS**

15.1. Bids submitted in response to this invitation will be adjudicated by PIKITUP in terms of the Supply Chain Management Policy and Procedure Manual developed per the requirements of the Municipal Finance Management Act 56 of 2003, the Preferential Procurement Policy Framework Act # 5 of 2000, and the Preferential Procurement Regulations of 2022, and related legislative requirements. Enquiries in respect of the policy should be addressed via email to PIKITUP's General Manager: Supply Chain Management, Mihloti Maluleke, at mihlotim@pikitup.co.za.

16. **INCORRECT BID INFORMATION**

16.1. Where a contract has been awarded based on information provided by the bidder, which is subsequently found to be false, misleading, or incorrect after the conclusion of the agreement, Pikitup shall, in addition to any other legal remedies available, be entitled to recover from the contractor all costs, losses, or damages incurred or sustained as a result of the contract award.

17. **ABUSE OF THE SUPPLY CHAIN MANAGEMENT SYSTEM**

17.1. Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by Pikitup of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

18. **PIKITUP SCM POLICY**

18.1. The Tender Document, its evaluation and acceptance and any resulting contract shall also be subject to Pikitup's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised and as amended from time to time. If Pikitup adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also apply to that Contract.

19. **CONTRACT**

19.1. The terms of the proposed contract with Pikitup are contained in the General Conditions of Contract, the Special Conditions of Contract and any of the sections of these bidding documents in which the bidder makes an undertaking as to its performance. You must read and understand the terms before you submit your bid, as you will be bound by the Contract (as described) if your bid is successful.

20. **ADMINISTRATIVE JUSTICE**

20.1. In adjudicating bids, PIKITUP shall comply with the requirements of the Promotion of Administrative Justice Act 3 of 2000 and the Promotion of Access to Information Act 2 of 2000, to the extent that these Acts apply to the adjudication by a municipal entity of bids in response to a bid invitation.

21. **DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES**

21.1. In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005): Persons aggrieved by decisions or actions taken by Pikitup in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

22. **APPEALS**

22.1. In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000, a person whose rights are affected by a decision or action taken by Pikitup may appeal against that decision by giving written notice of the appeal and reasons to the Accounting

Officer within 21 days of the date of the notification of the decision, for consideration of the appeal.

22.2. The appellant shall be required to pay an administration fee in the amount of 0.5% (zero-point five percent) of the total contract sum (or estimated contract sum), including VAT or R2 000.00, whichever is the greater, to a maximum value of R20 000.00. The fee is to be paid via electronic fund transfer on or before the expiration of the above period, and proof of such payment is to be submitted together with the letter of appeal to the Accounting Officer care of the Company Secretary, Legal Services Department. No appeal or objection will be entertained should the afore-mentioned condition not be adhered to, and Pikitup shall not be held liable for any loss or damages sustained by the bidder due to the bidder's failure to adhere to the above condition.

22.3. Following the evaluation of the tender and selection of a preferred bidder, and provided that a procurement contract has not already entered into force, any bidder may submit an appeal in writing addressed to the Pikitup Accounting Officer that Pikitup has not complied with the requirements of the Pikitup Supply Chain Management Policy or the Pikitup Code of Ethics, or has in any respect acted irregularly. The Accounting Officer shall not entertain an appeal unless it was submitted within 21 calendar days of when the bidder submitting it became aware of the circumstances giving rise to the complaint or of when that supplier or contractor should have become aware of those circumstances, whichever is earlier; or entertain a complaint after the procurement contract has entered into force.

22.4. Unless the appeal is resolved by mutual agreement of the bidder and the Accounting Officer, the Accounting Officer shall, within 30 calendar days after the submission of the appeal, issue a written decision. The decision shall state the reasons for the decision, and if the appeal is upheld in whole or in part, indicate the corrective measures that are to be taken.

22.5. An appeal must contain the following:

i. Must be in writing

ii. It must set out the reasons for the appeal

iii. It must state in which way the Appellant's rights were affected by the decision.

iv. It must state the remedy sought; and

v. It must be accompanied by a copy of the notification advising the person of the decision

22.6. The relevant appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation

22.7. The decision of the Accounting Officer shall, subject to the review powers of any competent court, be final.

23. **PROTECTION OF PERSONAL INFORMATION**

23.1. The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of the Protection of Personal Information Act, 2013 (POPIA). For purposes of this clause, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

23.2. Pikitup, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in Pikitup Privacy Notice and/or with Pikitup Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by Pikitup, due diligence assurance provider, professional advisors and the Appeal Authority as applicable. Pikitup's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which Pikitup's processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject is a party. All requests relating to data protection must be submitted in writing to the Pikitup General Manager: Supply Chain Management, Mihloti Maluleke, at mihlotim@pikitup.co.za.

24. **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

24.1. Tenderers are required to be registered on the National Treasury Web-Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised and/or payments processed from the resulting contract. In the case of Joint Venture partnerships, this requirement will apply individually to each party of the Joint Venture.

24.2. Tenderers who wish to register on the National Treasury Web-Based Central Supplier Database (CSD) may do so via the web address https://secure.csd.gov.za and should contact National Treasury for further clarity on the process at csd@treasury.gov.za or 012 315 5509.

24.3. It is each tenderer's responsibility to keep their tax compliance status and all other information on the National Treasury Web-Based Central Supplier Database (CSD) updated.

25. **PROVISO**

25.1. In evaluating bids received and adjudicating the award of this tender, Pikitup Johannesburg (SOC) Limited will, in addition to the pre-compliance and functionality criteria included in the specifications and irrespective of the capital, pricing and black economic empowerment structures of the bidder, take into account as objective criteria (1) the desirability of rotating the work amongst service providers, (2) the past bidding practices of any bidder with evidence and/or reports of combative practices including conduct reported, amongst others, in terms of the Prevention and Combatting of Corrupt Activities Act, 2004, (3) the past contractual performance of any bidder and (4) the nature and extent of disputes involving the bidder concerning past and/or current contracts. Note that because of the application of these objective criteria, the highest scoring bidder(s) will not necessarily be selected as a preferred bidder(s).

25.2. In line with the provisions of the Supply Chain Management Policy, Pikitup reserves the right to:

- request for a bid validity extension, if necessary,
- apply qualification criteria in terms of the PPPFA of 2000, Preferential Procurement Regulations of 2022, Pikitup SCM Policy, and/or other pertinent legislation,
- award the bid in whole, or award the bid in parts, or not to award the bid at all,
- award the bid to one or more bidders (s),
- not bind itself to accept the lowest bid or any other bid in whole or in part,
- negotiate the bid price offered and/or any other terms and conditions of this requirement with the preferred bidder(s) before the final award of the bid.

25.3. Pikitup further retain the right to:

- veto or conduct due diligence on any bidder, and/or any of their subcontractors or sub-service providers;
- request for samples, demonstrations, site visits or further information relating to the offered goods, services or works;
- evaluate, review, test, inspect any of the products and/or staff offered for the tender, at Pikitup's sole discretion, accept or reject such;
- apply objective criteria.

25.4. As per section 2(1)(f) of the PPPFA, one or more of the following "objective criteria" may be considered for final selection of bid(s). Objective criteria may include, but are not limited to, the following objectives or goals:

- The spread of business amongst suppliers and/or rotation of contracts amongst suppliers,
- The protection of the environment or sustainability considerations,
- Geographical localisation of the bidder,
- The geographical origin of resources utilised as inputs for the execution of the proposed contract,
- The development and/or impact on the local community,
- Considerations of after-purchase costs, such as maintenance costs, operational costs, licence costs, or life cycle costs,
- Variants from the original scope of requirements,
- Financial stability and commercial status of the bidder(s),

- The receipt of an abnormally low bid amount, provided that the bidder in question is allowed an opportunity to justify its bid.

26. **DECLARATION BY BIDDER**

26.1. I, the duly authorised undersigned representative of the Bidder and its associates hereby grant Pikitup Johannesburg (SOC) Limited the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 for the use of the personal information relating to the Bidder (i.e. the company, its owner(s), employees and/or any associated persons' BEE credentials, demographic / ownership profile, location etc.) for the legitimate purposes relating to this bid submission, its evaluation and adjudication.

26.2. I FURTHER DECLARE THAT I/WE HAVE READ THE CLAUSES SET OUT ABOVE IN THIS PART OF THE TENDER DOCUMENTS AND ACCEPT THEIR CONTENTS, SUBJECT TO ANY DECLARATION. WE HEREBY OFFER TO CONTRACT WITH PIKITUP ON THE TERMS SET OUT IN THE BID DOCUMENTS SHOULD WE BE APPOINTED AS THE SUCCESSFUL BIDDER.

AUTHORISED SIGNATURE :
……..……

NAME AND SURNAME :
……..……

CAPACITY OF SIGNATORY :
……..……

DATE :
……..……

ADDRESS :
……..…

SECTION 1.4
DECLARATION OF AUTHORITY TO SIGN THE BID DOCUMENT

Name of Bidding Entity: _____

Nature of Entity (tick applicable box):

☐ (Pty) Limited
☐ Close corporation
☐ Public Company
☐ One-person business / sole proprietorship
☐ Personal Liability Company
☐ Partnership / Joint Venture / Consortium
☐ Co-operative
☐ Non-Profit Company
☐ State-Owned Company
☐ Other: Specify details

_____

AUTHORISED SIGNATORY
I, the undersigned, hereby declare that I am duly authorised to sign this bid document and all related documents on behalf of the bidding entity stated above.

BASIS OF AUTHORITY (tick applicable box)

☐ I am the Sole Proprietor of the business.
☐ I am a Director / Managing Director of the company and am authorised to sign by virtue of my position.
☐ I am a Member of the Close Corporation and am authorised to sign by virtue of my membership.
☐ I am duly authorised in terms of a Resolution / Delegation of Authority attached hereto.
☐ I am the Lead Partner / Principal Member of the Joint Venture / Consortium authorised by the parties thereto.
☐ Other:

Note: Where the bid is signed by a person other than, for example, the sole proprietor, director, managing director, chief executive officer, principal member, etc. of an entity, a signed delegation of authority, agreement, or resolution authorising the signatory to sign on behalf of the bidder must be submitted.

SUPPORTING DOCUMENTATION ATTACHED (tick applicable box, where applicable)

☐ CIPC Registration Documents
☐ Board Resolution or Delegation of Authority
☐ Joint Venture or Consortium Agreement
☐ Partnership Agreement
☐ Trust Resolution / Letter of Authority
☐ Other:

_____

DECLARATION
I hereby certify that the information provided herein is true and correct and that I am duly authorised to commit the bidding entity to this bid.

SIGNED AT: …….. ON THIS …..… DAY OF ……..…..…… 2026

Signature of Authorised Signatory ……

Name and surname ……..……

SECTION 2.1

THE APPOINTMENT OF SERVICE PROVIDER/S TO A MAXIMUM OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF BIN LINERS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

TENDER REFERENCE NUMBER PU163/2026

TERMS OF REFERENCE: DESIGN, MANUFACTURE, SUPPLY AND DELIVERY OF BIN LINERS ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

1. GENERAL INFORMATION

The information within this document is supplied for tendering purpose.

The City of Johannesburg ("CoJ") currently renders specific services to its residents and stakeholders through its core departments and municipal-owned entities ("MOE'S). One of the Municipal Owned Entity of the City is PIKITUP Johannesburg (SOC) Ltd ("PIKITUP"). PIKITUP is responsible for management of solid waste streams generated in the CoJ area of jurisdiction in line with the Service Delivery Agreement agreed to between the two parties.

Some of PIKITUP functions are

- Round collected refuse, street cleaning,
- Removal of carcasses,
- Collection of recyclable material.

In rendering these services PIKITUP uses plastic bin liners of different sizes and colors as waste receptacles.

Table 1: Estimated Quantities

Item #	Type of bin liner	Estimated Quantities per annum
1.	85Litres Street Bin Liner	+ - 35 000 000
2.	85 Litres Dry Recycling Liners (Clear)	+ - 15 000 000
3.	Recycling Liners (85ltr Hessian Bag)	+ - 120 000
4.	Recycling Liners (750ltr Hessian Bag)	+ - 10 000
5.	Recycling Liners (1000ltr Hessian Bag)	+ - 12 000
6.	Carcasses Liners	+ - 1000

These quantities are estimates and without commitment from PIKITUP and the supplier shall be bound to supply whatever quantities PIKITUP actually requires during the period of the contract.

2. OBJECTIVES OF THE BID DOCUMENT

The objective of this tender is to appoint one or more service providers to supply and deliver bin liners in line with the specification as required by PIKITUP.

3. MINIMUM SPECIFICATION FOR THE BIN LINERS.

Table 2: Minimum performance characteristics of bin liners

Item	Type of bin liner	Colour	Minimum lay flat width	Minimum internal length	Thickness	Effective volume	Material Composition	Capacity	Seam strength
1	85Ltr Street Bin Liners	Beige/Green/ Yellow	800mm. Circumference: 1600mm	1050 mm	24 microns	85 litres	60 % recyclable and 40% virgin	to comply specification	15 KG
2	85 L Dry Recycling Liners (Clear)	Clear	800 mm. Circumference: 1600mm	1050 mm	30 microns	85 litres	60 % recyclable and 40% virgin	to comply specification	15 KG
3	Recycling Liners (85ltr Hessian Bag)	Hessian	800 mm. Circumference: 1050mm	1050 mm	50 GSM	85 litres	to comply specification	to comply specification	15 KG
4	Recycling Liners (750ltr Hessian Bag)	Hessian	1000mm(L)*750mm(B)*1000mm(H)	750 mm	80 GSM	750 litre	to comply specification	to comply specification	100 kg
5	Recycling Liners (1000ltr Hessian Bag)	Hessian	1000mm(L)*1000mm(B)*1000mm(W)	1000 mm	100 GSM	1000 litres	to comply specification	to comply specification	250 kg
6	Carcasses Liners	Black	800 mm. Circumference: 1600mm	1000 mm	40 Microns	85 litres	60 % recyclable and 40% virgin	to comply specification	20 KG

3.1. **Material**

Any material presented that do not comply with the specification, will not be considered.

The film offered for the bin liners shall be polyethylene, with recycled (according to the SABS standards SANS 1264:2012. Virgin material to be supplied must comply with PIKITUP specification. The required ratio of material to be used is 60% of recyclable material plus 40% virgin material.

3.2. **Seams**

All bin liners/bags shall be sealed at only one end by means of a continuous heat seal. This seal shall be able to withstand a tensile loading as per stipulated kilograms in table 2, per meter length of seal without failure. The bin liner must be able to pass this test at any time through the course of a working day and under any weather conditions that the bin liner may be exposed to. Seams will be critically examined and inadequate seals shall lead to rejection of the consignment.

PIKITUP reserves the right to test the adequacy of seals by means of a technical test.

3.3. **Mass, Strength and Size**

For the bidder to comply with the three above as given on Table 2, bidder must ensure that the SABS report indicates the minimum characteristics for bin liners as required. Failure to comply with this clause may render the bidder's submission invalid.

3.4. **Printing**

The bidder must make provision for the following printing on the bin liners

Table 3: Respective printing on bin liners

Item	Type of bin liner	Colour of bag	Pikitup clean city logo incorporating COJ logo	Tidy man symbol	Danger symbol	Recycle symbol	Recycle inscription	Printing colour
1	85 L Street Bin Liner	Beige/Green/ Yellow	Yes	Yes	No	Yes	No	Black
2	85 L Dry Recycling Liners (Clear)	Clear	Yes	Yes	No	Yes	As prescribed by Pikitup	Black
3	Recycling Liners (85ltr Hessian Bag)	Hessian	Yes	Yes	No	Yes	As prescribed by Pikitup	Black
4	Recycling Liners (750ltr Hessian Bag)	Hessian	Yes	Yes	Yes	Yes	As prescribed by Pikitup	Black
5	Recycling Liners (1000ltr Hessian Bag)	Hessian	Yes	Yes	No	Yes	As prescribed by Pikitup	Black
6	Carcasses Liners	Black	No	No	No	No	No	Not Applicable

For the purpose of identification, the bin liners must be printed in colors (specified in table 3 above), on the front side of the liner showing “PIKITUP “in block letters approximately 7cm high and placed centrally on the liner.

In addition to the word “PIKITUP” being printed on the front, the bin liners, for these items, shall have the “Tidyman” symbol printed with an approximate 200mm diameter in colors identified in table 3 printed on the back of the liner. The symbol is also to be placed centrally on the back of the liner.

3.5. **Recycling liners**

As part of the recycling initiatives within the COJ and PIKITUP, the following inscription must be printed on the front side of the liner bags for recycling:

- Pikitup and City of Johannesburg Logo at the Front
- Recycling Logo
- At the back:
    - What goes in this bag (this would be pictorial messaging showing:
    - Cans, Plastics,

- Bottles (plastic and glass),
- All Paper, Cartons,
- NO FOOD, GARDEN AND SANITARY WASTE.

In addition to the word “PIKITUP” being printed on the front, the bin liner, shall also have the “Recycling” symbol printed with an approximate 200mm diameter in colors identified in table 3 printed on the back of the liner. The symbol is also to be placed centrally on the back of the bin liner.

NOTE: ALL PRINTING DESIGN MUST BE APPROVED BY THE PIKITUP COMMUNICATIONS DEPARTMENT BEFORE THE SUCCESSFUL BIDDER FINALISES ON THE DESIGN

3.6. **Field performance**

All bin liners/bags supplied in terms of this contract are to perform in the field to the satisfaction of PIKITUP. Acceptance of bin liners based on the quality control checks carried out by PIKITUP will not be considered proof of adequate field performance, and consignments may be rejected if the field performance is sub-standard, despite having been found acceptable in terms of the quality control checks.

The determination of adequacy of field performance will take the form of spot checks carried out by field staff to ascertain the number and cause of liner failures resulting in spillage. PIKITUP reserves the right to perform such spot checks on a random basis throughout the period of the contract. The supplier or his representative shall be entitled to be present at all of the field performance evaluations.

PIKITUP further reserves the right to invite third parties (e.g. the raw material suppliers or the SABS) to participate in the field evaluations from time to time. The results of any such evaluations may be communicated to the supplier at PIKITUP discretion.

If the field performance of a consignment of bin liners is found to be unacceptably low when compared to that of the minimum specified in Table 2, PIKITUP may require the supplier to arrange for some or all of the following laboratory test

(SANAS accredited) to be carried out by an independent laboratory of its choice at your own costs:

- Tensile strength, tensile impact
- Puncture resistance.
- Extension – For virgin material – 400% minimum for HDPE liners, 600% minimum for LDPE liners.
- Melt flow index (minus 120 to 380C)
- Differential Thermal Analysis.

Should PIKITUP have any doubt regarding the quality of the supplied bin liners, all costs (including transport to the laboratory) incurred for the tests mentioned, will be paid by the supplier. Pikitup reserves the right to refer any testing to a laboratory of its choice.

3.7. **Packaging**

Each bale must consist of 5 packs of 100 bin liners. The bin liners must be palletized in batches of between 25 000 and 35 000 per pallet and each pallet must be sealed and wrapped. There will be no cost allocated to the pallets.

The bin liners delivered will be subjected to counting and inspection, in the presence of the supplier.

Random mass weighing might be conducted.

4. PLACEMENT OF ORDERS AND DELIVERY

Orders will be issued by PIKITUP during the contract period stating quantity required and place of delivery.
The delivery address will be stated on PIKITUP' Official Purchase Order.
No deliveries should be made without an official PIKITUP purchase order being issued.

5. QUALITY CHECKS

All bin liners and bags will be sampled in accordance with acceptable industry norms and procedures. Single sampling with an AQL (Acceptable Quality Level) will be applied.

The Supplier will be required to provide contingency stock to be used for replacement of defective bin liners and bags. Quantities of contingency stock will be agreed between Pikitup and the appointed Supplier.
Should the defective bin liners/bags be more that the contingency stock the Supplier/s will be required to replace within 5 working days.
The film thickness of the sample liners/bags shall be checked in line with the minimum/maximum as specified on the specifications.

6. SAMPLES

The highest-scoring bidder(s) (i.e. shortlisted bidder(s)) will be required to submit sample of each type of bin liner. The samples shall consist of not less than five bin liners or bags of the type required as per the specification.
The Supplier/s must comply with the exact printing requirements in table 3. The samples will be at the cost of the supplier/s and they will be kept by Pikitup for the duration of the contract.
Samples that do not meet Pikitup technical specification inclusive of printing will not proceed to the next level of evaluation.

Samples must be properly parceled and labeled to show:

- The contract number and item number
- The name of the bidder
- Description of contents
- Name of supplier and item number printed on the samples.

Artwork on the sample must be approved by Pikitup before the commencement of printing on the bin liners.
Failure to submit samples as per the required specification, the bidder will be eliminated from the process. (samples will be requested from bidders that met the minimum functionality threshold)

6.1. **Test results for samples submitted to Pikitup**

Samples submitted to PIKITUP must be accompanied by SABS test results to confirm dimension, field performance including load carrying capacity within certain temperature range, melt flow index, material specification etc. Please follow the specifications.

7. TECHNICAL DATA SHEET

Table 4: Minimum characteristics for bin liners (*To be completed by the bidder)*

Item	Type of bin liner	Minimum lay flat width	Minimum internal length	Thickness	Effective volume	Material Composition	Capacity	Seam Strength
1	85Ltr Street Bin Liner							
2	85 L Dry Recycling Liners (Clear)							
3	Recycling Liners (85ltr Hessian Bag)							
4	Recycling Liners (750ltr Hessian Bag)							
5	Recycling Liners (1000ltr Hessian Bag)							
6	Carcasses Liners							

8. PENALTIES

Penalties will apply in case of non-performance, as per the Pikitup contract agreement.

9. PRE-COMPLIANCE AND FUNCTIONALITY EVALUATION

9.1. BID EVALUATION PROCESS

9.1.1 The bid will be evaluated as follows:

- Pre-compliance returnable documents and requirements (document completion and submission of compulsory returnable documents),
- Functionality evaluation,
- Price and preference evaluation,
- Objective Criteria

9.1.2 Bids received at tender closing will first be evaluated for compliance with the mandatory requirements. Responsive bids will thereafter be evaluated on functionality criteria, bidders that meet minimum functionality threshold will be evaluated on the relevant price and preference point system.

9.1.3 The tender will be evaluated on the 90/10 preference point system. The price and preference points will be allocated and calculated in accordance with the formulas and specific goals stipulated in the MBD 6.1 document.

9.1.4 Objective criteria may apply as specified in the tender invitation document.

9.2. INFORMATION SESSION

9.2.1 Bidders are requested to attend a Non-Compulsory Information session. Attendance at the session is not compulsory; however, it is strongly recommended to attend the session for information purposes. Failure to attend the session will not lead to the bidder being disqualified or penalised. Details of the briefing session are specified on the cover page of the tender document

9.3. MANDATORY TENDER REQUIREMENTS

9.3.1 Submission Requirements

The bid must be:

- Submitted in the Pikitup tender box or as specified in the tender invitation.
- Submitted before the closing date and time.
- Properly sealed and marked.

Late bids or bids not submitted as prescribed will not be considered, regardless of reason.

9.3.2 Administrative Completeness

The bid must be administratively complete, which includes but is not limited to the following:

- All schedules completed
- No material omissions
- Compliance with any special conditions listed as “mandatory”

9.4. MANDATORY RETURNABLE DOCUMENTS, COMPLIANCE REQUIREMENTS AND CHECKLIST

9.4.1 Bidders are required to submit all mandatory returnable documents and comply with the minimum tender compliance requirements as specified in the bid document. Failure to submit mandatory returnable documents, including all required supporting documents applicable to prescribed forms such as MBD forms, may result in the bid being deemed non-responsive and disqualified from further evaluation.

Where a mandatory returnable document or form requires supporting documentation to substantiate any declaration or information provided, such supporting documentation shall be regarded as forming an integral part of the mandatory returnable documents.

9.4.2 Only bids that duly comply with the minimum compliance requirements will qualify for further evaluation.

Table for: Compulsory Returnable Documents and Compliance Requirements

Compulsory Returnable Documents	Compliance requirements	Checklist - Compliant (YES or NO)
a) Bid response document	Bid response documents must be completed and signed in accordance with the tender requirements.	
b) MBD 1 - Invitation to bid forms Parts A and B	The MBD 1 form must be completed and signed, and bidder declarations must be checked for compliance. The bidder's CSD and/or PIN must be checked to confirm registration on the National Treasury Central Supplier Database (CSD), and the bidder must be tax compliant.	
c) MBD 4 - Declaration of Interest	The MBD 4 form must be completed and signed, and the bidder declarations must be compliant with the requirements.	
d) MBD 5 - Declaration of procurement above R10m, supported by MBD 5A	The MBD 5 form must be completed and signed, and bidder declarations must comply with requirements. Where the bidder answered “No” to question 1 of MBD 5, the MBD 5 declaration must be supported by MBD	

Compulsory Returnable Documents	Compliance requirements	Checklist - Compliant (YES or NO)
	5A. Check supporting documentation as per the declaration.	
e) MBD 8 - Declaration of Bidder's Past SCM Practices	The MBD 8 form must be completed, signed, and the bidder declarations must be compliant with requirements.	
f) MBD 9 - Certificate of Independent Bid Determination	The MBD 9 form must be completed, signed, and bidder declarations must be compliant with requirements.	
g) Declaration of payment of bidding entity and all directors, municipal rates, taxes and/or service charges for the business or residential addresses specified are not in arrears for more than 90 days	The declaration of payment of municipal service charges for the company and director/s must be duly completed, signed, and supported with documented evidence to prove the declaration. The bidding entity and all directors/members must provide evidence that their respective municipal rates, taxes and/or service charges are not in arrears for more than 90 days. Where the bidding entity and its directors are not the registered municipal account holder or responsible for payment of municipal rates, taxes, and/or service charges for the business or residential addresses specified, the relevant supporting documentation from a third party confirming such arrangement must be submitted as proof.	
h) Proof of authority to sign bid documents	Proof of authority to sign bid documents must be completed, signed, and checked for compliance with requirements. Documented proof may include, but is not limited to, the declaration, CIPC registration, shareholder certificate, resolution, power of attorney or other relevant documentation that demonstrates proof of authority.	
i) Copy of Company registration document (CIPC)	Confirm that Company registration document (CIPC) information, for example, the company name, directors' details, etc., must correspond with the tender document and declarations	
j) Copies of director/s ID document/s	Confirm that ID document/s submitted correspond with directors' details	
k) Joint venture (JV) agreement, if applicable	Joint venture (JV), only applicable if the bidder bids as a joint venture. Where the bidder bids as a Joint Venture (JV), the following documents must be submitted as part of the bid response: - Joint Venture (JV) agreement signed by all relevant parties, and All declarations to be completed by all JV parties, together with the required supporting documents from all JV parties.	

Compulsory Returnable Documents	Compliance requirements	Checklist - Compliant (YES or NO)
	Additional Notes: If awarded, the successful bidder will be required to continue with the same Joint Venture (JV) arrangements for the duration of the contract, unless prior written approval is obtained from Pikitup to amend the agreement.	
l) Valid Certification in compliance with SABS, SANS 1264:2012 standards for Garbage Bin Liners	SANS certification (Garbage Bin Liners) for the manufacturer and/or the supplier manufacturer's certification. Suppliers to submit permission from the original holder.	

9.5. **OTHER RETURNABLE DOCUMENTS**

9.5.1 Bidders are encouraged to submit other returnable documents for evidence and evaluation purposes. Failure to submit the required supporting documentation for points claimed may result in such points not being assigned during the evaluation process. The other returnable documents are needed as stated in the table below.

Table for Other Returnable Documentation

Other Returnable Documentation		Submitted (YES or NO)
a)	Company Profile	
b)	Preference claim form (i.e. MBD 6.1) and supporting documents (i.e. Original or copy of BBBEE Scorecard or sworn affidavit, etc.)	
c)	Contract form (i.e. MBD 7, part 1)	
d)	Proof of previous projects relating to the supply and delivery of bin liners i.e. appointment letters or contracts, or purchase orders, with corresponding reference letters	
e)	Manufacturer or Supplier commitment letter indicating the delivery lead time	
f)	Annual Financial Statements for the recent consecutive 2 (two) financial years or audited annual financial statements from date of existence for a bidding company that is operational for less than two financial years.	
g)	Other returnable documents that might be required for evaluation purposes. e.g. Technical Specifications and Brochure, etc.	

9.6. TECHNICAL/ FUNCTIONALITY EVALUATION CRITERIA

9.6.1. Compliant bids will be further evaluated on functionality criteria.

9.6.2. The following functionality evaluation criteria, means of verification, scoring guidelines and weightings will apply for this tender.

Criterion	Means of verification and additional notes	Scoring Guideline: (Scoring out of 5)	Weight
1. Experience of the bidding company The bidder must demonstrate relevant experience in the supply and delivery of bin liners.	Bidders must complete response schedules 16.1 and 16.2, or provide a list of current and previous projects for supply and delivery of bin liners to demonstrate the bidders' experience. The information or list provided must be supported by proof of appointment (i.e., appointment letters or contracts, or purchase orders), as well as corresponding reference (i.e., reference, confirmation, testimonial) from the client. Clarification notes: • The proof of appointment and corresponding reference must be submitted on official client letterhead and must be signed by the client. • The correspondence (i.e. proof of appointment and corresponding reference letter) must relate to the supply and delivery of bin liners.	• 5 projects or more related to supply and delivery of bin liners supported by proof of appointments and references = 5 • 4 projects related to supply and delivery of bin liners supported by proof of appointments and references = 4 • 3 projects related to supply and delivery of bin liners supported by proof of appointments and references = 3 • 2 projects related to supply and delivery of bin liners supported by proof of appointments and references = 2 • 1 project related to supply and delivery of bin liners supported by proof of appointment and reference = 1 • Non-submission or no relevant projects = 0	**45**
2. Delivery Lead Time The bidder must demonstrate capability to deliver within the delivery lead times.	Bidders must submit a commitment letter from the bidder, bin liner manufacturer or supplier, on the manufacturer's or supplier's official letterhead, duly signed and confirming its commitment to supply the bin	• Manufacturer or Supplier commitment letter indicating the delivery lead time of less than 7 working days = 5 • Manufacturer or Supplier commitment letter indicating the delivery lead time of 7 to 10 working days = 4 • Manufacturer or Supplier	**30**

	liners and specifying the applicable delivery lead times.	commitment letter indicating the delivery lead time of 11 to 14 working days = 3 • Manufacturer or Supplier commitment letter indicating the delivery lead time of 15 to 17 working days = 2 • Manufacturer or Supplier commitment letter indicating the delivery lead time of 18 to 21 working days = 1 • Non-submission or where the Manufacturer or Supplier commitment letter indicates a delivery lead time of more than 21 working days = 0	
3. Financial standing of the Bidding Company The bidder must provide the required information to calculate the respective financial ratios	Bidders are required to provide annual financial statements for the past 2 years that demonstrate the information required to calculate the financial ratios specified. Clarification notes: • The respective ratios will be calculated as an average ratio calculation based on the information in the annual financial statements, or if applicable, from the date of establishment. • If the input information for a ratio (i.e., either the numerator or denominator) is zero, the outcome will be undefined; in such an instance, the "0" will be replaced with a "1" to calculate the ratio to avoid an undefined ratio outcome. The ratios for each financial year will be calculated, then averaged, and scored accordingly.	**<u>Liquidity Ratio</u>** Current Assets divided by Current Liabilities. If assets are greater than liabilities by • Ratio above 2 = 5 • Ratio above 1.5 but less than or equal to 2 = 4 • Ratio above 1 but less than/equal to 1.5 = 3 • Ratio below 1 = 0	**15**
		<u>Return on Asset Ratio</u> Net Income divided by Ave Total Assets • Ratio above 100% = 5 • Ratio above 75% but less than/equal to 100% = 4 • Ratio above 50% but less than/equal to 75% = 3 • Ratio above 25% but less than/equal to 50% = 2 • Ratio above 0% but less than/equal to 25% = 1 • Ratio less than 0% = 0	**10**
Total			**100**
Minimum Functionality Threshold			**70**

The minimum cut-off points for functionality are calculated out of 100 points, and any bidder scoring below the minimum threshold of 70 out of 100 points will not be considered for further evaluation.

Bidder (s) that meet the minimum functionality threshold will be further evaluated based on price and the preference system.

10. PRICE AND PREFERENCE POINTS (SPECIFIC GOALS) EVALUATION

10.1. Price and preference points will be allocated in accordance with the formulas and specific goals stipulated in the MBD 6.1 document.

10.2. The final proposal will be evaluated in terms of the Pikitup Supply Chain Management Policy by the 90/10 preference point system. The tender will be evaluated on the bid amount that is based on the unit prices; however, the total contract value will exceed R50 million over 3 years; thus, the 90/10 preference point system must be used.

11. PRICE POINTS

11.1. The price is the amount tendered for goods and includes all applicable taxes less all unconditional discounts for the unit prices on an as-and-when-required basis.

11.2. The price of the tender under consideration would be used to calculate points in proportion to the lowest acceptable tender price. A maximum of 10 points may be allocated where the 90/10 system is used.

11.3. Should, during any stage of the evaluation and/or adjudication process, it become evident that the bidder who scored the highest number of points is unacceptable or non-responsive and this bidder also scored the highest points for price, the price and preference points scored by each bidder will be recalculated using the new lowest acceptable bidder's price as the basis for calculation purposes.

12. PREFERENCE POINTS CLAIMED FOR SPECIFIC GOALS

12.1. Preference points may be claimed by the bidders for specific goals as stated in this tender. The preference points claimed for specific goals must be supported by documented proof as per the means of verification stated in this tender document.

12.2. A maximum of 10 preference points may be claimed where the 90/10 system is used.

12.3. The following specific goals are determined by Pikitup for this tender with the intent to promote HDI and the local economy.

Table: Specific goals for preference points

Specific goals	The specific goals and points allocated by Pikitup for this tender	Means of verification	Maximum points allocated for each goal (90/10 preference point system)
Goal 1	Companies owned by black people (in terms of the B-BBEE Act) with at least 51% shareholding Below 51% black shareholding = 0 51% to 60% black shareholding = 0.5 61% to 80% black shareholding = 1.5 81% to 100% black shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, and/or shareholders' certificate	2.5
	Companies owned by women who are South African citizens with at least 51% shareholding Below 51% woman shareholding = 0 51% to 60% woman shareholding = 0.5 61% to 80% woman shareholding = 1.5 81% to 100% woman shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, and/or shareholders' certificate	2.5
Goal 2	Companies that are an SMME (An EME or QSE) SMME = 2.5 Not a SMME = 0	CSD, Valid BBBEE certificate, and/or Affidavit sworn under oath	2.5
	Companies located within the City of Johannesburg Metropolitan Municipality = 2.5 Gauteng province = 1.5 South Africa = 0.5 Outside SA = 0	MBD 1 document, CSD certificate, bidding company municipal account statement, and/or letter or statement from the landlord confirming the company address	2.5
Total (Maximum number of preference points)			10

Note to bidders:

- The bidder must complete and indicate in the preference claim form (i.e. MBD 6.1) the points claimed against each specific goal according to provisions made for preference points to be claimed as indicated in the "Table for Specific goals for preference points" above.
- Only bidders that qualify for the specific goal specified may claim the points allocated for the goal.

13. EQUAL OFFERS

13.1. The following process will apply for equal offers:

13.1.1. If two or more bidders have scored equal total price and preference points, the successful bidder must be the one that scored the highest points for total preference points.

13.1.2. If two or more bidders are still equal in all respects, the recommended bidder should be the one scoring the highest points in functionality.

13.1.3. Should two or more offers still be equal in all respects, the award shall be decided by the drawing of lots.

14. OBJECTIVE CRITERIA

14.1. The recommendation for the preferred bidder(s) shall be made in favour of the bidder(s) scoring the highest points for price and preference, unless objective criteria, in addition to those contemplated in the Preferential Procurement Policy Framework Act, justify an award to another bidder. Where Pikitup intends to apply objective criteria in terms of section 2(1)(f) of the Act, such criteria will be stipulated in the tender document.

14.2. The objective criteria applicable to this tender are as follows: Pikitup reserves the right to:

14.2.1. The highest-scoring bidder(s) (i.e. shortlisted bidder(s)) will be required to submit the manufacturer and/or the supplier manufacturer's valid SANS 1264:2012 test report certification for the relevant garbage bin liner products, namely: 85-litre street bin liners; 85-litre clear dry-recycling bin liners; and Carcass bags. The shortlisted bidder(s) must submit the required test report certification within the timeframe stipulated by the Pikitup Bid Evaluation Committee. Failure to submit the required certification within the prescribed timeframe, or failure to demonstrate compliance with the applicable SANS 1264:2012 standard and the

specified technical requirements, may result in the disqualification of the bidder. In such circumstances, the next highest-scoring bidder will be considered for further evaluation and adjudication, subject to the same requirements; and/or

14.2.2. Pikitup reserves the right to award the tender to one (1) or more bidder/s if it is the view of Pikitup that the highest scoring bidder does not have the required capability or capacity to deliver on the business requirements; and/or

14.2.3. Pikitup reserves the right to negotiate the rates, terms and conditions with the highest scoring and/or shortlisted bidders before or after the final award on condition that the Accounting Officer and/or delegated authority approves to do so; and/or

14.2.4. In the event of the parties failing to reach an agreement on mutually acceptable contractual terms and conditions with the recommended bidder/s within the prescribed timelines, Pikitup reserves the right to appoint the next highest scoring bidder/s as an alternative supplier/s, subject to approval by the Managing Director and/or delegated authority; and/or

14.2.5. Pikitup may award the entire contract, part thereof, or no award at all.

15. ESTIMATED QUANTITIES

15.1. The annual estimated quantities that may be required are indicated on the table below.

Table for Estimated Quantities

Item #	Type of bin liner	Estimated Quantities per annum
1.	85Litres Street Bin Liner	+ - 35 000 000
2.	85 Litres Dry Recycling Liners (Clear)	+ - 15 000 000
3.	Recycling Liners (85 ltr woven polypropylene)	+ - 120 000
4.	Recycling Liners (750 ltr woven polypropylene)	+ - 10 000
5.	Recycling Liners (1000 ltr woven polypropylene)	+ - 12 000
6.	Carcasses Liners	+ - 1000

15.2. The quantities specified in the tender document are estimated quantities that are provided for bid evaluation and comparison purposes only and shall not constitute a guarantee or commitment by Pikitup to procure the indicated quantities. The actual quantities may vary (i.e. up or down) over the anticipated contract period, subject to Pikitup's operational requirements, prevailing demand and/or the availability of approved funding.

16. RESPONSE SCHEDULES

Bidders are required to complete the following response schedules:

16.1. PREVIOUS PROJECTS COMPLETED

The bidder should complete the following schedule and must provide the supporting documentation in accordance with the tender requirements.

CLIENT NAME	SUMMARY OF PROJECT SCOPE	START DATE	END DATE	TOTAL VALUE OF PROJECT

16.2. REFERENCES

The bidder should complete the following schedule and must provide the supporting documentation in accordance with the tender requirements.

CLIENT NAME	CONTACT PERSON	DESIGNATION	CONTACT NUMBER

SECTION 3.

PRICING SCHEDULE AND INSTRUCTIONS

MBD 3.1 - PRICING SCHEDULE – FIRM PRICES (PURCHASES)

Details to be completed on the attached pricing schedule:

- The goods/services are required by Pikitup Johannesburg SOC Limited at various sites in and around the City of Johannesburg area as specified in the tender invitation document. The delivery basis of goods/services is directly at site.

- Brand and/or Model offered and the Country of Origin, if applicable.
  …….. (If the space provided is insufficient, the bidder may use a separate schedule.)

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) …….

- Indicate delivery period (lead time) for goods/services: …….

- Delivery basis is direct delivery to the specified sites within the City of Johannesburg area. All delivery costs must be included in the bid price for delivery at the prescribed destination, including but not limited to transportation, packaging, consumables, insurance, labour, off-loading, etc.

Declaration by Bidder

I/we hereby declare that:

- The prices quoted are firm and fixed in accordance with the tender conditions.
- The goods and services offered duly comply with the tender specifications; if not, any deviation from the specifications will be clearly specified.
- The pricing includes all costs necessary for the proper execution of the contract.
- The pricing schedule is complete, accurate, and binding upon acceptance of the bid.

Signature: ……..……..

Name and surname: ……..……..

Designation: ……..……..

Bidder name: ……..……..

Date: ……..……..

PRICING INSTRUCTIONS AND SCHEDULES

1. Pricing Instructions

1.1. Bidders must bid for all six (6) items indicated on the pricing schedules.
1.2. The estimated quantities is provided for bid evaluation and comparison purposes only and shall not constitute a guarantee or commitment by Pikitup to procure the indicated quantities.
1.3. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
1.4. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
1.5. The bid offer must be valid for 180 days from the closing date of the bid.
1.6. The bidder shall give the total all-inclusive prices in South African Rand, inclusive of all taxes and discounts in the pricing schedule.
1.7. “All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
1.8. The total bid price will be recorded in the Tender Register. Where conflicts exist between the price quoted in the pricing schedule and the other prices quoted by the bidder elsewhere, the price quoted in the pricing schedule shall prevail. Where applicable, the bidder must provide a price breakdown.
1.9. The total tendered price must be the sum of all line items in the pricing schedule. In the event of any discrepancy between unit rates, line subtotals and the total, the total tendered price shall prevail.
1.10. All prices must be inclusive of all direct and indirect costs, including but not limited to labour, materials, equipment, transport, insurance, administration, overheads, profit margins, duties, levies, and all other costs necessary for the full execution of the contract.
1.11. Value Added Tax (VAT) must be clearly indicated separately. Where the bidder is not registered for VAT, this must be clearly stated in writing, and prices will be regarded as VAT inclusive.
1.12. Prices shall be firm and fixed for the duration of the anticipated contract period and shall not be subject to escalation, variation, or adjustment, unless expressly provided for in the contract conditions and SCM prescripts.
1.13. No conditional pricing, qualifications, alternative offers, or multiple pricing options will be accepted.
1.14. Bidders are required to complete the pricing schedule in full and in non-erasable black or blue ink. No blank or incomplete entries will be accepted.
1.15. Failure to complete, sign, and submit the pricing schedule in the prescribed format may render the bid non-responsive and may lead to disqualification at the pre-compliance stage.
1.16. Pikitup reserves the right to verify prices and correct arithmetical errors in accordance with the MFMA, SCM Regulations, and the municipality/entity’s Supply Chain Management Policy.
1.17. All pricing will be evaluated in accordance with the Preferential Procurement Policy Framework Act (PPPFA) and applicable SCM regulations.

PRICING SCHEDULE INCLUDING ESTIMATED QUANTITIES FOR YEAR 1

Item#	Description	Estimated Quantities	Unit of measure	Unit Price (Excluding VAT)	Sub Total (Estimated Quantities X Unit Price)	Plus 15% VAT	Total Price Including VAT
1	85Ltr Street Bin Liner	35 000 000	Each	R	R	R	R
2	85 L Dry Recycling Liners (Clear)	15 000 000	Each	R	R	R	R
3	Recycling Liners (85ltr woven polypropylene)	120 000	Each	R	R	R	R
4	Recycling Liners (750ltr woven polypropylene)	10 000	Each	R	R	R	R
5	Recycling Liners (1000ltr woven polypropylene)	12 000	Each	R	R	R	R
6	Carcasses Liners	1000	Each	R	R	R	R
TOTAL YEAR 1							R

PRICING SCHEDULE INCLUDING ESTIMATED QUANTITIES FOR YEAR 2

Item#	Description	Estimated Quantities	Unit of measure	Unit Price (Excluding VAT)	Sub Total (Estimated Quantities X Unit Price)	Plus 15% VAT	Total Price Including VAT
1	85Ltr Street Bin Liner	35 000 000	Each	R	R	R	R
2	85 L Dry Recycling Liners (Clear)	15 000 000	Each	R	R	R	R
3	Recycling Liners (85ltr woven polypropylene)	120 000	Each	R	R	R	R
4	Recycling Liners (750ltr woven polypropylene)	10 000	Each	R	R	R	R
5	Recycling Liners (1000ltr woven polypropylene)	12 000	Each	R	R	R	R
6	Carcasses Liners	1000	Each	R	R	R	R
TOTAL YEAR 2							R

PRICING SCHEDULE INCLUDING ESTIMATED QUANTITIES FOR YEAR 3

Item#	Description	Estimated Quantities	Unit of measure	Unit Price (Excluding VAT)	Sub Total (Estimated Quantities X Unit Price)	Plus 15% VAT	Total Price Including VAT
1	85Ltr Street Bin Liner	35 000 000	Each	R	R	R	R
2	85 L Dry Recycling Liners (Clear)	15 000 000	Each	R	R	R	R
3	Recycling Liners (85ltr woven polypropylene)	120 000	Each	R	R	R	R
4	Recycling Liners (750ltr woven polypropylene)	10 000	Each	R	R	R	R
5	Recycling Liners (1000ltr woven polypropylene)	12 000	Each	R	R	R	R
6	Carcasses Liners	1000	Each	R	R	R	R
TOTAL YEAR 3							R

CONSOLIDATED PRICING SCHEDULE FOR YEAR 1; YEAR 2 AND YEAR 3

TOTAL COSTS	TOTAL PRICE INCLUDING VAT
YEAR 1	R
YEAR 2	R
YEAR 3	R
TOTAL BID AMOUNT INCLUDING VAT (YEAR 1 + YEAR 2 + YEAR 3)	R

SIGNATURE OF AUTHORISED PERSON	
NAME OF SIGNATORY	
DATE	

SECTION 4

MBD 4

DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

   3.2 Identity Number: ……..…….

   3.3 Position occupied in the Company (director, trustee, shareholder[2]): ……..

   3.4 Company Registration Number: …….

   3.5 Tax Reference Number: ……..……

   3.6 VAT Registration Number: ……

   3.7 The names of all directors/trustees/shareholders/members/partners, 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?

   (Circle the applicable answer) YES / NO

   3.8.1 If yes, furnish particulars. ……
   ……

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?

(Circle the applicable answer)…YES / NO

3.9.1 If yes, furnish particulars..……...……...

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?

(Circle the applicable answer)…YES / NO

3.10.1 If yes, furnish particulars..……

……

3.11 Are you aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid?

(Circle the applicable answer)…YES / NO

3.11.1 If yes, furnish particulars..……

……

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

(Circle the applicable answer)…YES / NO

3.12.1 If yes, furnish particulars ..……..……

……

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

(Circle the applicable answer)…YES / NO

3.13.1 If yes, furnish particulars..……

……

3.14 Do you or any of the directors, trustees, managers, principal 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

(Circle the applicable answer)…YES / NO

3.14.1 If yes, furnish particulars ..……

……

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

#	Full name and surname	Identity number	Employed by the state? Indicate "**Yes**" or "**No**"	If "Yes", State Employee Number
1			☐Yes or ☐No	
2			☐Yes or ☐No	
3			☐Yes or ☐No	
4			☐Yes or ☐No	
5			☐Yes or ☐No	
6			☐Yes or ☐No	
7			☐Yes or ☐No	
8			☐Yes or ☐No	
9			☐Yes or ☐No	
10			☐Yes or ☐No	
11			☐Yes or ☐No	
12			☐Yes or ☐No	

Important Notes:

- In response to questions 3.7 and 3.8, the names of all directors/trustees/shareholders/members/partners/etc., their individual identity numbers, and state employee number, if applicable, must be indicated in the table above.
- The bidder must attach copies of all directors' identity documents.
- The names of the directors/trustees/shareholders/members/partners/etc., specified, should correspond with the details as per the company registration and/or CSD documents.
- Where the space provided is insufficient, the details could be attached in a separate sheet.

_____ _____

Signature Date

_____ _____

Capacity Name of Bidder

SECTION 5.1

MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) - ONLY APPLICABLE FOR TENDERS ABOVE R10M

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

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

YES / NO (Delete if not applicable)

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

1.2 If NO, the bidder must complete the Public Interest Score (PIS) declaration on the following page to substantiate that the bidder is exempt from the statutory requirement to have its annual financial statements audited for each of the most recent three financial years.

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

YES / NO (Delete if not applicable)

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

2.2 If YES, provide particulars: ……..……..…
……..

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO (Delete if not applicable)

3.1 If YES, furnish particulars: ……..…….
……..

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO (Delete if not applicable)

4.1 If YES, furnish particulars: ……
……..

CERTIFICATION

I, THE UNDERSIGNED …… **(NAME AND SURNAME**) **CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

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

MBD 5A - DECLARATION OF PUBLIC INTEREST SCORE (PIS) WHERE THE BIDDER IS NOT REQUIRED BY LAW TO PREPARE AUDITED ANNUAL FINANCIAL STATEMENTS

This declaration must be completed by bidders who have indicated **"NO"** in response to **Question 1** of "**MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**".

Where a bidder is **not** required by law to have its annual financial statements **audited**, the bidder must complete the declaration below to provide assurance, based on its Public Interest Score (PIS) calculation and applicable legal requirements, that the bidder is exempted from preparing **audited** annual financial statements.

The bidder must provide a declaration on the information required below to demonstrate the applicable level of assurance or preparation required in respect of its annual financial statements.

1.1. Is the bidding company owner-managed?

YES / NO (Delete if not applicable)

1.2. I declare that the Public Interest Score of the bidding company for the respective financial years indicated below was calculated in accordance with the requirements of the Companies Act of South Africa, 2008 (Latest).

YES / NO (Delete if not applicable)

1.3. The resulting public interest scores for the most recent three consecutive financial years are as follows:

Financial year	**Start date (DD/MM/YYYY)**	**End date (DD/MM/YYYY)**	**Public Interest Score for the year**
Year 1			
Based on the Public Interest Score (PIS) and the ownership structure of the entity, I, the undersigned, hereby declare that the annual financial statements must be prepared in accordance with the following applicable framework (Select one option below by marking the box with an "X")			
☐	The **PIS is less than 100, and the entity is owner-managed**. The **AFS are therefore required to be compiled only**.		
☐	The **PIS is less than 100 and is NOT owner-managed**; the **AFS are therefore required to be independently reviewed**.		
☐	The **PIS is 100 to 349**; the **AFS are therefore required to be independently reviewed**.		
☐	The **PIS is 350 or above**; the **AFS are therefore required to be audited**. The bidder must submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years, in terms of MBD 5.		

Financial year	**Start date (DD/MM/YYYY)**	**End date (DD/MM/YYYY)**	**Public Interest Score for the year**
Year 2			
Based on the Public Interest Score (PIS) and the ownership structure of the entity, I, the undersigned, hereby declare that the annual financial statements must be prepared in accordance with the following applicable framework (Select one option below by marking the box with an "X")			
☐	The **PIS is less than 100, and the entity is owner-managed**. The **AFS are therefore required to be compiled only**.		
☐	The **PIS is less than 100 and is NOT owner-managed**; the **AFS are therefore required to be independently reviewed**.		
☐	The **PIS is 100 to 349**; the **AFS are therefore required to be independently reviewed**.		
☐	The **PIS is 350 or above**; the **AFS are therefore required to be audited**. The bidder must submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years, in terms of MBD 5.		

Financial year	Start date (DD/MM/YYYY)	End date (DD/MM/YYYY)	Public Interest Score for the year
Year 3			

Based on the Public Interest Score (PIS) and the ownership structure of the entity, I, the undersigned, hereby declare that the annual financial statements must be prepared in accordance with the following applicable framework (Select one option below by marking the box with an "X")

☐	The **PIS is less than 100, and the entity is owner-managed**. Accordingly, the entity is exempt from the requirement for an independent review or audit of its annual financial statements. The **AFS are therefore required to be compiled only**.
☐	The **PIS is less than 100 and is NOT owner-managed**; the **AFS are therefore required to be independently reviewed**.
☐	The **PIS is 100 to 349**; the **AFS are therefore required to be independently reviewed**.
☐	The **PIS is 350 or above**; the **AFS are therefore required to be audited**. The bidder must submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years, in terms of MBD 5.

Important note:

- Failure to complete and sign the declaration, or any discrepancy or inconsistency identified between the declaration and the supporting documentation may result in the bidder being deemed non-compliant and may be disqualified from further consideration.

CERTIFICATION

I, THE UNDERSIGNED ……
(NAME AND SURNAME) **CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

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

SECTION 6.1

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, AND THE PIKITUP SCM POLICY

This preference form must form part of all the 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

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1. GENERAL CONDITIONS

1.1 The following preference point systems apply to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 90/10 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	Tenders above R50m in value
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	**100**

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

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

2. DEFINITIONS

(a) "Acceptable tender" means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

(b) "Affidavit" is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence of its veracity and is required for court proceedings.

(c) "All applicable taxes" includes value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions and skills development levies.

(d) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

(e) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

(f) "Bid" means a written offer on the official bid documents or invitation for price quotations, and "tender" is the act of bidding /tendering.

(g) "Code of Good Practice" means the generic codes or the sector codes, as the case may be.

(h) "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract; "contract" means the agreement that results from the acceptance of a bid by an organ of state.

(i) "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted or a lack of ability to perform an activity in the manner, or within the range, considered normal for a human being.

(j) "Exempted Micro Enterprise" (EME) with an annual total revenue of R10 million or less.

(k) "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) "Historically Disadvantaged Individual (HDI)" means a South African citizen – (1) who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the Constitution of the Republic of South Africa,1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa,1993 (Act No 200 of 1993) ("the Interim Constitution"); and/or (2) who is a female; and/or (3) who has a disability: Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

(m) "Integrated Development Plan" (IDP) means a five-year strategic plan required in terms of the Municipal Systems Act, 2000 (Act No 32 of 2000), guiding the City in executing its constitutional mandate.

(n) "Large Enterprise" is any enterprise with an annual total revenue above R50 million.

(o) "Local Enterprise" means an enterprise with 51% or more equity ownership by South African citizens, registered in the Republic of South Africa and paying tax to the South African Revenue Service

(p) "Lowest acceptable tender" means the tender that complies with all specifications and conditions of the tender and that has the lowest price compared to other tenders

(q) "Non-firm prices" means all prices other than "firm" prices.

(r) “People with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act no 55 of 1998)

(s) “person” includes a juristic person.

(t) “price” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(u) “Qualifying Small Enterprise” (QSE) with an annual total revenue between R10 million and R50 million.

(v) “Rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

(w) “Small, Medium and Micro Enterprises” SMME that bear the same meaning assigned to this expression in the National Small Business Act 1996 (Act 102 of 1996)

(x) “Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act, which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender, and disability, including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No 16085 dated 23 November 1994.

(y) “Sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

(z) “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, a competitive tendering process or any other method envisaged in legislation.

(aa) “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

(bb) “The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

(cc) “The Regulations” means the Preferential Procurement Regulations, 2022 (as amended)

(dd) “Total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013.

3. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

3.1. POINTS AWARDED FOR PRICE

3.1.1 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

90/10

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

Where

Ps = Points scored for the price of the tender under consideration

Pt = Price of tender under consideration

Pmin = Price of the lowest acceptable tender

4. PREFERENCE 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 this tender, the tenderer will be allocated points based on the goals stated in Table 1 below, as may be supported by proof or 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 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 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 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

(c) Then the organ of state must indicate the points allocated for specific goals for both the 90/10 preference point systems.

4.3. In instances where the bid price is not a determining factor in the appointment process, such as the establishment of a panel, framework agreement, or pre-approved database of service providers, Pikitup may apply a uniform notional value for price during the evaluation phase for purposes of calculating points under the applicable preferential procurement system.

4.4. If a two-stage procurement process is utilised, the applicable preferential procurement system may apply during the second stage of the tender process.

4.5. Pikitup determines the following specific goals for this tender with the intent to promote HDI and the City of Johannesburg regional economy.

90/10 preference point system				
Specific goals	**The specific goals and points allocated by Pikitup for this tender**	**Means of verification may include, but are not limited to, the following documents.**	**Points allocated for each goal (90/10 system) (Maximum # of points for each goal to be specified by Pikitup)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**
Goal 1	Enterprises owned by black people (in terms of the B-BBEE Act) with at least 51% shareholding Below 51% black shareholding = 0 51% to 60% black shareholding = 0.5 61% to 80% black shareholding = 1.5 81% to 100% black shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, or shareholders' certificate	2.5	
	Enterprise owned by women who are South African citizens with at least 51% shareholding Below 51% woman shareholding = 0 51% to 60% woman shareholding = 0.5 61% to 80% woman shareholding = 1.5 81% to 100% woman shareholding = 2.5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, or shareholders' certificate	2.5	
Goal 2	Enterprise that is an SMME (An EME or QSE) SMME = 2.5 Not a SMME = 0	CSD, Valid BBBEE certificate, Affidavit sworn under oath	2.5	
	Enterprise that is located: Within the City of Johannesburg Metropolitan Municipality = 2.5 Outside the City of Johannesburg Metropolitan Municipality = 0	CSD, proof of municipal account, lease agreement, letter or statement from the landlord, etc.	2.5	
Total (Maximum number of preference points)			10	

Table 1: Specific goals for the tender and points claimed are indicated in the table above.

Note to tenderers: The tenderer must indicate in the table the points claimed against each goal where provisions are made for preference points to be claimed. Points claimed may be verified with supporting documents submitted.

5. DECLARATION ABOUT THE BIDDING ENTERPRISE/COMPANY/FIRM

5.1. Name of company/firm: …….

5.2. Company registration number: …….

5.3. TYPE OF COMPANY/ FIRM *[TICK THE APPLICABLE BOX BELOW]*

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

5.4. Bidding company ownership, size and location details:

Percentage (%) of black shareholding	……..…… %
Percentage (%) of women's shareholding	……..…… %
Percentage (%) of youth shareholding (i.e. ages 35 and younger)	……..…… %
Percentage (%) of people with disabilities shareholding	……..…… %
Percentage (%) of military veterans' shareholding	……..…… %
Size of the bidding company in terms of latest annual turnover: *(Tick the applicable box)*	☐ EME (Less than R10m) ☐ QSE (R10m to R50m) ☐ Generic or large enterprise (R50m+)
Do the bidding company have a registered office that is located within: *(Tick the applicable box)*	☐ The CoJ Metropolitan Municipality ☐ Outside CoJ but within the Gauteng province ☐ Outside the Gauteng province but within South Africa

5.5. 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, qualify 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 the 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.

SIGNATURE OF TENDERER: ……

NAME AND SURNAME: ……

DATE: ……

ADDRESS: ……

SECTION 7 - CONTRACT FORM

MBD 7.1
CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to PIKITUP JOHANNESBURG SOC LIMITED in accordance with the requirements and specifications stipulated in bid number PU163/2026 at the price/s quoted. My offer remains binding upon me and open to acceptance by the purchaser during the validity period indicated and calculated from the closing time of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Specific Goals;
   - 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 …….

Witness: 1. ……. Witness: 2. ……..……

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD (in business days)	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

Witness: 1. …….

Witness: 2. ……..……

SECTION 8.1

MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all the 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, has:

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 of 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 To give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that are 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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE 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**

SECTION 8.2

DECLARATION OF PAYMENT OF MUNICIPAL RATES, TAXES AND MUNICIPAL SERVICE CHARGES OF THE BIDDING ENTITY AND ITS DIRECTORS

I, the undersigned, being the duly authorised representative of the bidder, hereby declare that, to the best of my knowledge and belief, neither the bidding entity nor any of its directors, shareholders, members or partners is in arrears for a period exceeding ninety (90) days in respect of any municipal rates, taxes or municipal service charges payable to any municipality, municipal entity or authorised municipal service provider within the Republic of South Africa.

I further certify that all information contained in this declaration, together with any supporting documentation submitted in support hereof, is true, accurate and complete.

Bidder or Director who is the Municipal Account Holder
The bidder shall submit documentary evidence confirming that neither the bidding entity nor any of its directors is in arrears for more than ninety (90) days in respect of municipal rates, taxes and municipal service charges for each physical business and residential address declared in the tender.
Supporting documentation shall be current and issued not more than three (3) months (i.e. 90 days) before the tender closing date; and clearly reflect the physical address and the status of the municipal account.
Acceptable documentary evidence includes, but is not limited to

- a municipal rates and taxes account;
- a municipal services or utility account;
- a consolidated municipal account statement;
- a municipal rates or services clearance certificate; or
- any other official document issued by the relevant municipality confirming that the municipal account is not in arrears for more than ninety (90) days.

Bidder or Director who is <u>not</u> the Municipal Account Holder
If the bidding entity or director is not the registered municipal account holder or is not contractually responsible for payment of municipal rates, taxes and/or municipal service charges for the declared business or residential address, the bidder shall submit documentary evidence demonstrating this position.
Acceptable documentary evidence includes, but is not limited to:

- a copy of the municipal account of the registered property owner, landlord, property management agent or other registered municipal account holder, confirming that the municipal account relating to the declared address is not in arrears for more than ninety (90) days;
- a valid lease agreement or other legally binding occupancy agreement indicating that responsibility for payment of municipal rates, taxes and/or municipal service charges rests with the landlord, property owner or another party;
- written confirmation, on the letterhead of the landlord, property owner, registered municipal account holder or property management agent, confirming responsibility for payment of the municipal rates, taxes and/or municipal service charges for the declared address;
- an affidavit or sworn declaration confirming that the bidder or director is not contractually responsible for payment of the municipal rates, taxes and/or municipal service charges for the declared address, supported by documentary evidence where applicable; or
- any other documentary evidence acceptable to Pikitup Johannesburg SOC Ltd demonstrating that:
    - the bidder or director is not responsible for payment of municipal rates, taxes and/or municipal service charges for the declared address; or
    - the municipal account relating to the declared business or residential address is not in arrears for more than ninety (90) days.

Failure to submit sufficient documentary evidence to substantiate this declaration may result in the bid being deemed non-responsive if the bidder is unable to demonstrate compliance with this requirement.

PART A – DECLARATION	
Does the bidder or any of its directors owe any municipality rates and taxes or municipal charges to the City of Johannesburg Metropolitan Municipality or any of its entities, or to any other municipality or municipal entity that is in arrears for more than 90 days?	☐Yes ☐No

PART B – BIDDER DETAILS		
Physical business address of the tenderer (i.e. bidding entity)	**Is the bidding company the Municipal account holder?**	**If "Yes", indicate Municipal account #**
	☐Yes ☐No	

PART C – DIRECTOR/S DETAILS *(If the space provided below is insufficient, the declaration may be supported with a schedule of directors, addresses, and municipal account details appended hereto)*

Name and surname of directors	**Physical residential address of the director**	**Is the director the Municipal account holder?**	**If "Yes", indicate Municipal account #**
		☐Yes ☐No	
		☐Yes ☐No	
		☐Yes ☐No	
		☐Yes ☐No	
		☐Yes ☐No	
		☐Yes ☐No	

The bidder acknowledges that this declaration is submitted in compliance with Regulation 38(1)(d)(i) of the Municipal Supply Chain Management Regulations and accepts that:

- this declaration forms part of the bid submission and may be verified by Pikitup, if required;
- Pikitup reserves the right to request additional information or supporting documentation where necessary;
- any false declaration, omission, misrepresentation, non-compliance or failure to provide the required supporting documentation may result in the bid being declared non-responsive, the bidder being disqualified from the tender process, the cancellation of any contract awarded, legal action, and/or any other action permitted by law.

Authorised signatory, for and on behalf of the Bidder

Signature: _____

Full name and surname: _____

ID number: _____

Designation: _____

Bidding entity name: _____

Date: _____

MUNICIPAL UTILITY ACCOUNT CLEARANCE CERTIFICATE

Where the bidder or a director is the municipal account holder and is unable to submit a municipal account statement that is not older than ninety (90) days from the tender closing date, or where the submitted municipal account statement does not clearly confirm that the account is not in arrears for more than ninety (90) days, the bidder may submit a Municipal Utility Account Clearance Certificate, or other official confirmation issued by the relevant local municipality, confirming that the municipal account is in good standing.

PART A: TO BE COMPLETED BY THE BIDDER

Bidding entity name or director name (i.e. Municipal Account Holder Name)	**Company registration number or director's ID number**	**Physical Business Address or residential address**	**Municipal Account Number**

PART B: TO BE COMPLETED AND STAMPED BY THE MUNICIPALITY
(This section should be taken to the relevant municipal billing department where the company/directors operate/reside to be completed by a municipal official.)

Account Holder Name	**Municipal Account Number**	**Current Balance (R)**	**Is the account currently in arrears for more than 90 Days? "Yes" or "No"**

Name of Municipal Official:	
Designation / Job Title:	
Signature of Official:	
Date:	
OFFICIAL MUNICIPAL STAMP: *(Crucial for validation)*	

SECTION 9

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. takes all reasonable steps to prevent such abuse;

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

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

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

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submit the accompanying bid: PU163/2026 FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO A MAXIMUM OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF BIN LINERS ON AN AS-AND-WHEN-REQUIRED BASIS FOR A PERIOD OF 36 MONTHS in response to the invitation for the bid made by Pikitup Johannesburg SOC Limited, and hereby make the following statements that I certify to be true and complete in every respect:

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

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 authorised 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 authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation.
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. 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 the product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications,

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, before 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, suspicious bids 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

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

SECTION 10

CORPORATE GOVERNANCE BREACH CLAUSE

1. PIKITUP Johannesburg (SOC) LTD ("PIKITUP") requires ..... ("the Company") to comply, *mutatis mutandis* with the Code contained in the King II Report and Code of Good Corporate Governance (below "the Code") for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, *mutatis mutandis,* comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:

3.1 It is essential that the Company complies with the Code, to discharge all its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and

3.2 PIKITUP will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.

4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish PIKITUP with a written certificate, signed by the directors of the Company **[alternatively members of the Close Corporation]**, certifying that the Company has complied with the provisions of the Code during the preceding months.
5. PIKITUP shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of PIKITUP and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to PIKITUP.

   In the event of it being found that the Company is not complying with the Code, then PIKITUP shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then PIKITUP shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.
6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors' obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to PIKITUP that it is familiar with the Code, that it duly understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

SECTION 11

NATIONAL TREASURY - GENERAL CONDITIONS OF CONTRACT REVISED JULY 2010

The most recent version of the National Treasury General Conditions of Contract (as amended) is also available on the National Treasury website, i.e. www.nationaltreasury.gov.za.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 ‘Closing time’ means the date and time 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 or her contractual obligations.

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

1.5 ‘Countervailing duties’ are imposed in cases in which an enterprise abroad is subsidised 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 recognised new product results that is substantially different in basic characteristics or purpose or utility from its components.

1.7 ‘Day’ means calendar day.

1.8 ‘Delivery’ means delivery in compliance with the conditions of the contract or order.

1.9 ‘Delivery ex stock’ means immediate delivery directly from stock on hand.

1.10 ‘Delivery into consignee’s 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 markets its goods on its initiative in the RSA at lower prices than those of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 ‘Force majeure’ means an event beyond the control of the supplier, not involving the supplier’s fault or negligence, and not foreseeable. Such events may include, but are 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 to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (before 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 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 the bidding documents.

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

1.24 ‘Services’ means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 ‘Written’ or ‘in writing’ means handwritten in ink or any form of electronic or mechanical writing.

2. Application
2.1 These general conditions apply 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 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 on the National Treasury e-tender portal (i.e. 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 as far as may be necessary for such a 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 completing 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 the use of the goods or any part thereof by the purchaser.

7. Performance Security
7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the 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 a freely convertible currency acceptable to the purchaser, and shall be in the form of 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.
7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analysis
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 should be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such 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 following 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with 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 the GCC.

9. Packing
9.1 The supplier shall provide such packaging of the goods as is required to prevent damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all transit points.
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 the SCC, and any subsequent instructions ordered by the purchaser.

10. Delivery and documents
10.1 Delivery of the goods shall be made by the supplier on the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.
10.2 Documents to be submitted by the supplier are specified in the 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 the SCC:
(a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
(b) furnishing of tools required for the 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 agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

14. Spare parts
14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information about 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 12 (twelve) 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 18 (eighteen) 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 the SCC.
15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and at all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the 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 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 the SCC.
16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note, and upon fulfilment of any other obligations stipulated in the contract.
16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
16.4 Payment will be made in Rand unless otherwise stipulated in the 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 tendered by the supplier in his bid, apart from any price adjustments authorised in the SCC or the purchaser's request for validity extension.

18. Contract Amendments
18.1 No variation in or modification of the terms of the contract shall be made except by a 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the 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 or her 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 the 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 local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or 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 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, according to GCC Clause 22, unless an extension of time is agreed upon according 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 cancelling 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 according 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 the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser according to GCC Clause 21.2;

(b) if the supplier fails to fulfil 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 like 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 the 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 restrictive penalty on the supplier by prohibiting such a supplier from doing business with the public sector for a period not exceeding 10 years.
23.4 If a purchaser intends to restrict a supplier or any person associated with the supplier, the supplier will be allowed not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days, the purchaser may regard the intended penalty as not objected to 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 apply 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 5 (five) working days of such an 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, Act 12 of 2004, the court may also rule that such a 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 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 subsidised import, the State is not liable for any amount so required or imposed, or for 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 or she 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 or her.

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, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to fulfil its obligations under the contract as far as it 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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 their 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 to 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

(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 about the contract that is exchanged by the Parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted per South African laws, unless otherwise specified in the 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 the 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. Before the award of a bid the Department must have 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 (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall apply 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, Act 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, Act 89 of 1998.

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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 12

ADVANCE CONTRACT (SPECIAL CONDITIONS OF CONTRACT)

Any additional terms and conditions will form part of the special conditions of the contract to be agreed and signed upon award of the bid. The contract will have to be signed by the successful bidder before the project commences. A service level agreement must be entered into by the awarded bidder and PIKITUP within 30 days of award, unless otherwise agreed by all parties.

The following advance agreement is a draft agreement that includes the special conditions of the contract and will be concluded at bid award with the successful bidder/s.