

BID INVITATION

OPERATION, MANTAINANCE AND MANAGEMENT OF LANDFILL SITE FOR 36 MONTHS

BID NO: SRVM-013/2024

BIDDER	:
BID PRICE	:
CLOSING DATE:	21 MAY 2024
CLOSING TIME:	12:00pm

PREPARED BY : Sundays River Valley Municipality
: 23 Middle Street, Kirkwood 6120



Sundays River Valley
Municipality

042 230 7700



078 266 6230



srvvm@srvvm.gov.za



@sundaysrivervalley



www.srvvm.gov.za



23 Middle Street, Kirkwood, 6120



P.O. Box 47, Kirkwood, 6120

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MBD 1**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SRVM- 013/2024	CLOSING DATE:	21 May 2024	CLOSING TIME:	12:00PM
DESCRIPTION	Provision of Tracker Services for Municipal Vehicles (36 months).				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Sunday's River Valley Municipality					
Supply Chain Office					
23 Middle Street					
Kirkwood					
6120					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BIDIS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BTO	CONTACT PERSON	Joseph Mokhoele
CONTACT PERSON	PHELOKAZI MAQOKOLO	TELEPHONE NUMBER	066 416 2789
TELEPHONE NUMBER	042 230 7807	FACSIMILE NUMBER	NONE
FACSIMILE NUMBER	NONE	E-MAIL ADDRESS	josephm@srvm.gov.za
E-MAIL ADDRESS	phelokazin@srvm.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐
NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐
NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐
NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐
NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐
NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

DATE:

.....

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OPERATION, MAINTAINANCE AND MANAGEMENT OF LANDFILL SITE FOR 36 MONTHS

BID INVITATION BID NO: SRVM-013/2024

Tenders are hereby invited for the Appointment of Service Provider for Operation, Maintenance and Management of Landfill Site for the period of 36 months.

Landfill site management services are required at each of the following sites:

- Msengeni/Kirkwood Landfill Site
- Paterson Landfill Site

Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed **WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID**, and be deposited in the Bid box, at the offices of the Sundays River Valley Municipality, Supply Chain Office, No. 23 Middle Street, Kirkwood not later than **21 May 2024 at 12h00 PM**.

A detailed specification and bid forms can be downloaded from the Sundays River Valley Municipality website or E-tender website or can be requested from SCM Office vuvub@srvm.gov.za or siyat@srvm.gov.za or siyan@srvm.gov.za or 042 230 7778/7777/7743.

NOTE: Compulsory site meeting will be held on the **19 April 2024 at 11:00AM** in SRVM Council Chambers, 23 Middle Street Kirkwood. Bidders will be then taken to the landfill sites in **Msengeni/Kirkwood** and also **Paterson**. Bidders who arrive **10 minutes late in the site meeting will be taken as having not attended the meetings and be disqualified**.

TENDERS WILL BE EVALUATED INTERMS OF THE 80/20 PREFERENTIAL POINT SYSTEM AS PER PREFERENTIAL PROCUREMENT REGULATION 2022, AS WELL AS FUNCTIONALITY.

DESCRIPTION	EVIDENCE	TOTAL POINTS
Full Time Plant (For all the Landfill Sites)	Ownership / Lease Agreement	25
Work Experience as Landfill Operator	Appointment and completion letters	15
Key Operation Team	CV and certified copies of qualifications	20
Site Operational Plan/Programme of work	Submitted plan	10
Complete Project	Completion Certificate	20
TOTAL		90

Bidders that scored less than 60 points out of 90 in respect of Functionality will not be evaluated further.

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- [a] Sundays River Valley Municipality Supply Chain Management Policy will apply;
- [b] Sundays River Valley Municipality does not bind itself to accept the lowest BID or any other BID and reserves the right to accept the whole or part of the BID;
- [c] Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, may not be accepted.
- [d] Price(s) quoted must be valid for at least ninety (90) days from the date of your offer.
- [e] Price(s) quoted must be firm and must be inclusive of VAT.
- [f] A firm delivery period must be indicated.
- [h] **The following compulsory documents must be submitted with the tender**
 - 1. Valid Tax Clearance Certificate- OR Status Pin.
 - 2. B-BBEE Certificate **Original or Certified copy.**
 - 3. Certified ID Copies of Entity's Director(s).
 - 4. Completed MBD forms -1, 4, 6.1, 8 & 9.
 - 5. Company registration Documents.
 - 6. Municipal statement of Rates or Billing Clearance not older than three months.
 - 7. Suppliers must be registered on the Central Supplier Database.
 - 8. Bidders are required to submit:
 - ✓ audited annual financial statements for the past three years; or since establishment, if established during the past three years.
 - ✓ particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution must be declared of such contracts.
 - ✓ A statement indicating whether or not any portion of the goods or services required by the municipality are expected to be sourced from outside the Republic, and, if so, what portion and also whether or not any portion of the payment to be made by the municipality is expected to be transferred out of the Republic

Failure to submit any of the above requested documents will invalidate your Bid and it will not be evaluated further.

Technical Enquires related to this Bid can be directed to josephm@srvm.gov.za or 066 416 2789/042 230 7774. SCM enquiries can be directed to phelokazin@srvm.gov.za or 042 230 7807

**Mr. T Klaas
Municipal Manager**

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TERMS OF REFERENCE

OPERATION, MANTAINANCE AND MANAGEMENT OF LANDFILL SITE FOR 36 MONTHS

Background:

Sundays River Municipality invites to suitable service providers for **THE APPOINTMENT OF SERVICE PROVIDERS FOR THE OPERATIONS AND MAINTENANCE OF BOTH MSENGENI(KIRKWOOD) AND PATERSON LANDFILL SITES for a period of 36 Months.**

Landfill site management services are required for each of the following sites:

1. Msengeni/Kirwood Landfill Site
2. Paterson Landfill Site

The requirements and specifications consist, *inter alia*, of the following:

Operations and maintenance work

- Daily solid waste handling and the recording of information;
- Daily cleaning of waste spillages and wind- blown litter;
- Maintaining of existing infrastructure;
- Construction of new cut-offs drain and berms;
- Control and management of reclamation activities;
- Monthly labour statistics;
- Monthly reports by Professional Engineer/Technologists;
- Provision and operation of plant at the two sites;
- Monitoring and reporting daily waste tonnage—daily estimates will be acceptable as there no weighbridges in the sites;
- Ensure compliance, at all times, with landfill sites condition as per license(s) issued by DEDEAT.

FUNCTIONALITY

The following criteria will be applicable:

<u>NO</u>	<u>DESCRIPTION</u>	<u>POINTS</u>	<u>TOTAL POINTS</u>
<u>1</u>	Fulltime Plant (for all the landfill sites) -Bull-dozer x 2 10 m ³ Tipper truck x 2 TLB 4x4 x 2	Ownership/lease agr=10 <u>7</u> <u>5</u> <u>3</u>	<u>25</u>
<u>2</u>	Work Experience as landfill operator 4 projects or more 3-2 projects 1 Project NB: Attach Proof of appointment letter from your previous municipality projects	<u>10</u> <u>3</u> <u>2</u>	<u>15</u>
<u>3</u>	Key Operation Team a) Engineer (qualified Engineer) registered with the Engineering Council of South Africa (ECSA) -Cv to be attached and certified Degree/Diploma b) Site Manager/Supervisor (Grade 12 with Waste Management and supervisory experience/qualification-Cv to be attached c) Environmentalist: Diploma/Degree in Environmental Health/Management/Conservation or relevant qualification <i>(non-submission of these abovementioned documents will be 0 points)</i>	Engineer=10 Site Manager/Supervisor= 6 Environmentalist=4	<u>20</u>
<u>4</u>	Site Operational Plan/Programme of work Targets for 1 st year Targets for 2 nd year Targets for 3 rd year	10 points-Very good 5 Points- Average 0 Points-Poor	<u>10</u>
<u>5</u>	Completed Projects (attach proof) Above R5 million Between R5M & R3M Below R3M <i>(attach completion certificates)</i>	<u>10</u> <u>7</u> <u>3</u>	<u>20</u>
<u>TOTAL</u>			<u>90</u>

Bids that score less than 60 points out of 90 in respect of FUNCTIONALITY will not proceed to the PREFERENTIAL POINTS CALCULATION stage of evaluation process.

DETAILS OF THE SITES

a) Msengeni/Kirkwood Landfill site

Kirkwood/Msengeni Landfill site is located some East of Kirkwood Town under the jurisdiction of SRVM under Sarah Baartman District in Eastern Cape Province.

The central co-ordinates are as follows:

Position	S: 33 ⁰ 24 ¹ 04.88 ¹¹ E: 25 ⁰ 30 ¹ 01.88 ¹¹
Permit	Yes
Class	GCB/Class B
Service area	Kirkwood Town, AquaPark, Bersig, Moses Mabhida, Msengeni, Enon/Bersheba

The operations and maintenance consist of the following:

- 1) Daily(5 days per week) receiving, depositing, spreading, compositing, compacting and covering of solid waste and recording of information,
- 2) Importing cover material.
- 3) Daily cleaning of waste spillages and wind- blown litter;
- 4) 24 hour(7 days per week) fire prevention and control on the site
- 5) Maintaining of existing infrastructure;
 - All infrastructure on the disposal facilities
 - Access/internal roads
 - Rubble disposal cell
- 6) Excavation of new-cut drains and berms
- 7) Monthly reporting on the following:
 - Daily waste tonnage received
 - Monthly waste tonnage received.
- 8) Control and management of reclamation activities to ensure compliance with permit requirements.

- 9) Adherence to Health and Safety Standards as per Occupational Health and Safety Act,
- 10) Importing cover material.
- 11) The provision of 24 hour security to the land fill sites (one guard during the night).

Required Plant and Equipment to be provided by site operator for duration of the contract:

Item	Quantity	Frequency	HRS
Bull dozer D8R (Less than 5 years old)	1		
6ton Tipper Truck (Less than 5 years old)	1		
TLB (Optional)	1		

a) Paterson Landfill site

Paterson Landfill site is located some 66 km North East of Kirkwood Town under the jurisdiction of SRVM under Sarah Baartman District in Eastern Cape Province.

The central co-ordinates are as follows:

Position	S: 33° 26' 15.83 ¹¹ E: 25° 58' 59.48 ¹¹
Permit	Yes
Class	GSB/Class B
Service area	Paterson town and townships around it

The operations and maintenance consist of the following:

- 1) Daily (5 days per week) receiving, depositing, spreading, compositing, compacting and covering of solid waste and recording of information,
- 2) Importing cover material.

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- 3) Daily cleaning of waste spillages and wind- blown litter;
- 4) 24 hour(7 days per week) fire prevention and control on the site
- 5) Maintaining of existing infrastructure;
 - All infrastructure on the disposal facilities
 - Access/internal roads
 - Rubble disposal cell
- 6) Excavation of new-cut drains and berms
- 7) Monthly reporting on the following:
 - Daily waste tonnage received
 - Monthly waste tonnage received.
- 8) Control and management of reclamation activities to ensure compliance with permit requirements.
- 9) Adherence to Health and Safety Standards as per Occupational Health and Safety Act,
- 10) The provision of 24 hour security to the land fill sites(one guard during the night).
- 11) Control and management of reclamation activities to ensure compliance with permit requirements.
- 12) Adherence to Health and Safety Standards as per Occupational Health and Safety Act,

Required Plant and Equipment to be provided by site operator for duration of the contract:

Item	Quantity	Frequency	HRS
Bull dozer D8R(Less than 5years old)	1		
6ton Tipper Truck (Less than 5years old)	1		
TLB(Optional)	1		

Item	Quantity	Frequency	HRS

1.1.1 PLANT VERIFICATION

The required plant will be subjected to inspection and verification process prior to finalisation of the evaluation process. Acceptable bidders will be afforded opportunity to display the plant to be deployed for the contract. Inspections will be conducted at a site identified by the Sundays River Valley Municipality. The bidders will be notified prior to commencement of the process and shall make available the required plant within ten (10) working days after being notified. Should the bidder fail to meet the minimum requirement of plant during the verification process, the bid will be rejected.

1.1.2 PROVISION OF PLANT AND EQUIPMENT, PERSONNEL AND FUEL

As a general provision, the Site operator shall ensure that plant, equipment and personnel on site remains appropriate for the size and type of the landfill operation throughout the contract. Personnel employed on site must be sourced locally as required and be trained as per their job function. The Site operator shall provide the optimal plant mix that will be able to landfill the deposited waste on site during the specified working hours in line with the relevant landfill licence conditions, the "Minimum Requirements for Waste Disposal by Landfill, 2008, The National Environmental Management Waste Act, 2008 (Act No. 59 of 2008), National Waste Information Regulations, Gazetted 13 August 2012 and Waste Classification and Regulations, National Norms and Standards, Gazetted 23 August 2013.

The Site Operator will ensure availability of the required plant and equipment with the required personnel and fuel to operate the site and make sure that services are uninterrupted during the hours of operation (i.e. 07:00 to 17:30). The Site Operator should provide a catch up plan should there be any interruptions of operation including shortage of diesel on site. Plant required can either be owned or leased. The required plant mix must be on site and in good working condition at all times. No approved plant by the Department will be removed from the site without notification and approval by the Department. Breakages or stoppages must be reported immediately to the responsible Sundays River Valley Municipality's Operations Manager/Site Supervisor and the appointed Technical Advisor. A site inspection to verify and approve all the required plant and equipment will be conducted during the evaluation process. Only Bidders Who's Plant Has Been Verified and Meet the Minimum Requirements Will Proceed to the Next Stage of Evaluation.

1.1.3 PLANT BREAKDOWNS

- a. All plant breakdowns, in exception of the water tanker, must be repaired or replaced with similar plant within 14 working days of the breakdown. The water tanker must be repaired or replaced within 48 hours.
- b. Should a replacement of any key plant other water tanker be required, the following process should be followed:
 - A Site Operator should notify the Sundays River Valley Municipality Operations Manager or Technical Advisor of the breakdown in writing and submit proof that the plant is not repairable within 24 hours.
 - A Site Operator should provide a back-up plant within 72 hours period of the breakdown which will operate until original plant is repaired or replaced. The Municipality is willing to accept an extra bulldozer as replacement of Compactor, TLB as replacement of Excavator and Tipper truck as replacement of ADT until the plant is repaired or replaced within 14 working-day period.
 - A Site Operator to provide a proof that arrangements have been made for a replacement with similar plant if repairs are expected to go beyond the 14-working day period.

1.2 MINIMUM REQUIREMENTS: PERSONNEL LANDFILLS

Evaluation aspect	Minimum requirements
Staffing profile	1x Operations Manager • National Diploma (NQF level 6) qualification in Civil Engineering or Environmental Management/Environmental Sciences • 2 years' experience in the operation and maintenance of landfill sites Classified as GLB (General Large Landfill Site / Class B Landfill) or with a higher classification (HH, Hh, Class A, Hazardous).

1.2.1 Supervision of the landfilling equipment/plant on the Landfill Sites.

The Site operator shall supervise all landfill plant/equipment at all times and ensure that such is serviced as required and operated in accordance with Sundays River Valley Municipality standard operating procedures. Furthermore, the Site operator shall be required to comply with the Occupational Health and Safety Act, (Act 85 of 1993) and Regulations promulgated in terms of the Act when operating plant and equipment.

1.2.2 Required Key Personnel

(a) Operations Manager:

The Site Operator shall provide full-time Operations Manager to manage operations and logistics at the landfill site for duration of the contract. The Operations Manager should have previous experience in operating landfills.

(b) Assistant Operations Manager:

The Site Operator shall appoint an assistant operations manager to assist the Operations manager with the day- to-day landfill operations. The assistant Operation manager should have a minimum of one-year experience in landfill sites Classified as GLB⁺ (General Large Landfill Site / Class B Landfill) or with a higher classification (including hazardous sites).

(c) Occupational Health and Safety Officer:

The Site Operator shall provide a qualified Occupational Health and Safety Officer as per OHS Act, 1993 with a minimum of two years' experience in occupational health and safety in landfill and construction environment. The officer shall, provide OHS reports monthly to form part monthly operational reporting.

(d)Waste Spotter:

The Site Operator shall provide at least two (2) spotters deployed at the workplace daily to assist in confirming the waste types and directing traffic. The service provider is to ensure that the spotters are trained in the identification of waste types. The spotter should constantly be in communication with SUNDAYS RIVER VALLEY MUNICIPALITY official at the entrance.

(e)General Workers

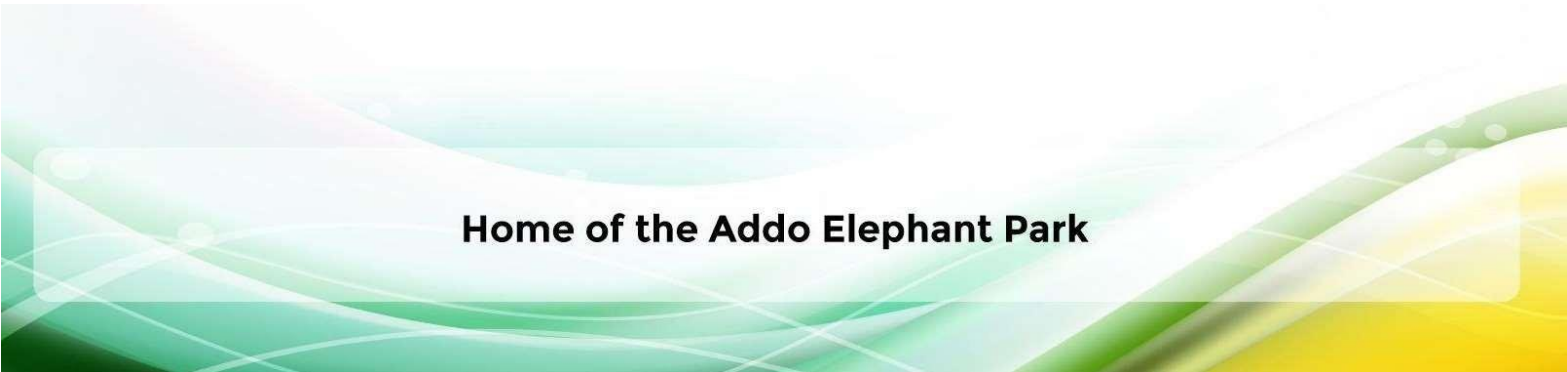
The Site Operator shall provide a minimum of ten (10) general workers for housekeeping and litter picking onsite.

Take Note: The operations Manager and /or the Assistant operations manager must be contactable 24 hours a day in the event of any emergencies or serious problems that may arise on site.

2.OPERATIONS AND MAINTENANCE

2.1 Preamble

The land fill sites will be operated in line with license/permit conditions, the “Minimum Requirements for Waste Disposal by Landfill, 2008, the National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008), National Waste Information



regulations gazetted 13 August 2012 and Waste classification and regulations, national norms and standards gazetted 23 August 2013. See part C: attachments for a copy of waste disposal permit/licence.

Also, a long-term waste disposal development plan is available for the phased development and rehabilitation of this waste disposal site. Aspects that have been addressed in the long-term development plan are inter alia the size and sequence of waste disposal cell development, the availability of lining-, capping and daily cover material as well as the polluted and unpolluted water management systems on site. Waste Disposal on site will therefore also be in accordance with the site-specific long-term Masterplan.

2.2 Site establishment and De- establishment

2.2.1 Site establishment

The Site establishment will include among other things: the transportation of the key plant and equipment to the site, preparation of the weighbridge system to receive incoming waste as well as preparation of the disposal area which may include spreading, compacting, and covering of waste.

The Site establishment will be considered complete once the following is in place:

- All contractual obligations as per appointment letter
- SLA completed signed by both parties.
- All the required key plant delivered to site and verified
- All the required personnel available (including security personnel).

The Site Operator will be permitted to vary any of the above but only if a written request has been made to the Department and/or the Technical Advisor and the written approval granted thereof. The Site operator shall ensure that the Technical Advisor and employer are, always, in possession of an up-to-date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of any of the verified key plant and equipment without prior approval, will be regarded a serious noncompliance to this contract agreement.

6 NB: The site operator will have 14 working days from the time the SLA is signed by the employer to complete the site establishment. The Municipality will proceed with termination process should the site operator fail to establish site within the 14 working days period.

5.1.2 De-establishment of site

The de-establishment of the site will include among other things: handing over the site to the incoming Site Operator, and the removal of heavy key plant, personnel, and equipment from the site

De-establishment of the site will be considered complete once the Department has approved the handover of the site by the outgoing Site Operator and a signed completion certificate is issued.

2.3 Source Of Waste

2.3.1 Main sources

The Msengeni Landfill site is a subregional facility for the Sundays River Valley Municipality therefore provides adjacent service delivery areas, surrounding industries and business, community and other local authorities, this include Moses Mabhida Location, Bersig and Aquapark Locations, Enon & Beersheba Location and Kirkwood. Whereas Paterson Landfill site serves Paterson Town and the surrounding townships.

2.3.2 Other sources

Should it be to the employer's benefit, the service may dispose of waste at the site that originates from sources other than those indicated in Clause 7.1.1. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the service providers responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the site. In addition, should this position change, the Service provider will be obliged to inform the employer thereof within 14 days of any such change.

2.3.3 Waste Types

The sites are permitted as general landfill sites, classified as G:C:B- landfill site in terms of Section 49(1) of the National Environmental Management: Waste Act (No 59 of 2008). It is essential to note the following exceptions:

- The Service provider will be required to handle all, non-hazardous incoming wastes including:
 - domestic waste
 - garden waste
 - clean soil & builder's rubble
 - non-hazardous dry industrial waste
 - paper pulp waste treated to specification
 - commercial waste
 - bulky waste

- dead animal
- spoilt foodstuffs destined for safe disposal
- asbestos destined for safe disposal
- steel and plastic drums are allowed for disposal on the landfill sites.
- disposal of tyres is allowed.

In the interests of environmental protection and complying with the site permit requirements, the service provider will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The Sundays River Valley Municipality will be notified immediately and vehicles carrying the unacceptable waste be issued a warning. The service provider shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.

A container for public disposal of small quantities of domestic hazardous waste must be provided at the public disposal facility. The operating Service provider will be responsible for the management of this facility, as well as for the safe disposal thereof and related cost.

2.4 Operations of Site

The Site Operator will be responsible for:

- a) Setting up and enforcing pre-acceptance and acceptance procedures of waste at the landfill site and applicable request information and/or samples to be provided prior to the transport of waste to the site, to ensure that the waste is within the requirements of the site permit/license conditions or minimum requirements for disposal of waste by landfill. Safe disposal of animal carcasses and condemned food will only be permissible at both landfill sites. Both animal carcasses and condemned food are to be disposed of at the toe of the working face. The carcasses and condemned food must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material. The Site Operator shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Health Department.
- b) Ensuring that waste acceptance and disposal procedures on site are compliant with all relevant applicable legislation, regulations and site permit/license conditions or minimum requirements for disposal of waste by landfill.
- c) Screening out hazardous and prohibited wastes from the general solid waste stream to reduce the risk of injury to landfill workers, risk of fire and explosion and limit the potential to contaminate the receiving environment.
- d) Strictly managing waste deposition operations on site within permit/license conditions or minimum requirements for disposal of waste by landfill applicable to the character and classification of the site.

- e) Ensuring that landfill site does not pose an unreasonable risk or adverse effect on human health or the environment by demonstrating an acceptable level of compliance with applicable regulatory and legislative requirements.
- f) Ensuring availability of a working face with sufficient cell capacity to accommodate at least one-week's waste. g) Spreading and compaction of waste to a minimum compaction density of 950 kg/m³ in line with the Department of Water and Sanitation's Minimum Requirement for Waste Disposal of waste by Landfill.
- h) Ensuring without fail that the working area is entirely covered at the end of each working day with suitable cover material of an average thickness of 150mm in line with the licence requirements.
- i) Ensuring that the quality of the cover material complies with the Minimum Requirements for Waste Disposal by Landfill. The suitable cover material will be sourced (excavated) on site or where applicable the Site operators will source cover material from materials brought to the site.
- j) Maintaining an emergency cover material stockpile on site in line with the Minimum Requirements of Waste Disposal by Landfill (One month of cover material must always be available on stockpile).
- k) Where cover material is excavated on site, ensure the correct depths and gradients (1:3) are adhered to avert possible groundwater contamination.
- l) Directing and controlling traffic within the landfill site to and from the active cell/working face in the form of barriers/berms, signs, or a combination of both as reasonably possible to ensure smooth operation and management of the site.
- m) The provision of spotters to direct traffic to the activate cell/working face to ensure that incoming waste is deposited at the correct designated area.
- n) Applying sanitary landfill principles of compaction and cover in line with the minimum requirement in order to prevent the development of nuisances such as litter, flies, odour, vermin, and dust.

2.5 Access control

Manually operated security booms are provided at the incoming road and outgoing road adjacent to the gate control house and are used to control access to the sites during normal operating hours. After hours the entrance to the sites is closed with security gates.

It is a requirement that all vehicle and pedestrians accessing the site be limited to a single controlled entrance, to prevent the unauthorized entry and illegal dumping of waste on the site. Records of entry be kept on site and made available on monthly basis and as and when required.

2.5.1 Maintenance of access roads within the site

The Site Operator shall be responsible for keeping of the entrance to the main roads of each site in a clean and neat state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the site entrance (particularly

during wet weather) and the picking of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily.

In addition to the above the Site operator will be responsible for all paved areas including roads on the inside of the fence. This includes the removal of all mud and refuse deposited on the paved roads in the vicinity of the site entrance and the road leading to the work front (particularly during wet weather) and the picking of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily.

The Site Operator will also be responsible for the construction of access roads to the waste body (cell) with builder's rubble on an ongoing basis with no additional cost to Sundays River Valley Municipality. The Site Operator shall maintain the road surfaces inside the landfill site in a state that will ensure that reasonable turnaround times from the entrance to the active waste cell. Furthermore, the Site Operator shall enforce the stipulated speed limit as indicated on site.

In constructing the roads, the Site Operator shall:

- Use suitable road building material excavated from site (where available), deposited on site, or crushed from deposited builder's rubble by the Site operators and arranged into stockpile on site.
- Use suitable road building material imported from outside the landfill site in case there is a shortage of suitable material on site to stabilise the access roads.
- Ensure that there is always adequate stockpile of road building material on site and should never be lower than one month of supply of the required stockpile.
- The Site operator shall construct and maintain gravel/building rubble access roads leading to the disposal area (Workface) on all sites as and when required during the contract period.

The roads must be:

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

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

Clear and easy understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.

Paved areas in and around the site must be swept and kept clean of excessive mud and windblown waste (using brooms or mechanical equipment). Adequate resources must be utilised to perform this duty and will be for the Site operator's cost.

2.6 Waste Deposition and Compaction

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

a) The cell shall be constructed as follows:

- **Screening berms** are to be constructed along the outside face of the landform. Soil shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
- **Internal berms** are to be constructed along the sides of the cell when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,5 to 2,5m high berms tipped at the natural angle of repose before it is compacted and covered with daily cover to form the sides of the proposed cell. Landfilling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.
- The floor of the cell will have been compacted by the Service provider prior to waste being placed (i.e. previous layer of covered waste).
- Remove previous cover material on the floor of the cell over an area of approximately 9m² before depositing the day's waste, to prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill.
- Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of the landfill compactor (of a minimum 32 tons operating weight) per layer of waste to a density of at least 950kg/m³. Once compacted, the height of a cell will not exceed 2,5 m in any situation.

- In order to maximise compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.
- The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, towards the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.
- Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.
- At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, intermediate cover shall be placed at a thickness of 300 mm. Builder's rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer/technical advisor.
- The finished cover surface shall have a minimum slope of **3% and a maximum slope of 5%** and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.
- The slopes of the completed cell must be in line with the recommended gradient of 1-vertical: 3-horizontal. Grass and vegetation of the completed side slopes shall all times be kept at a maximum of 500mm from completed slope surface so as to enable minimisation and containment of fire outbreaks. Service Providers to ensure that the function is included and catered for in their costing as no additional costs will be incurred by the department for undertaking of the function
- In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each cell.
- As soon as possible after completion of a lift to the final finished profile, and upon approval by the technical advisor, the Service provider shall construct the final cover as detailed in the approved rehabilitation plan for the site, which will be in accordance to "Minimum Requirements for Waste Disposal by Landfill, 1998".
- The Service provider shall be seen to be working to the approved action plan.

- The Service provider shall immediately after the construction of a new waste cells, end-tip a maximum of one (1) meter of waste to protect the liner and to minimise desiccation of the clay liners
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b) Maneuvering space at working face

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

c) Animal carcasses

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

d) Bulky waste

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

e) Wet weather

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

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

2.7 Provision and placement of cover

Suitable sources of cover material shall include:

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

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

The Service Provider shall ensure without fail that the working area is entirely covered at the end of each working day with suitable cover material. The application rate shall be an average thickness of 150mm in line with the licence requirements. The quality of the cover material must comply with the Minimum Requirements for Waste Disposal by Landfill. (Refer to the Minimum Requirements for Waste by the Department of Water Affairs and Forestry, Second Edition 1998).

2.8 Control of nuisances

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

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

2.9 Scattered waste

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

- the portion of Main Reef road and its side walk described in Section 5.14(a);
- the entrance and surrounding area;
- the public disposal facility;
- all site roads;
- the area surrounding the working face the perimeter fence

2.10 Completed areas

The Service provider shall be responsible for the watering of all trees and shrubs planted until such time as they are, in the opinion of the engineer, well enough established not to require further watering. Any erosion furrows and subsidence's which form on intermediate or finally covered disposal areas shall be filled in and re-grassed where applicable.

2.11 Buffer Zone

The Service provider shall keep a 500m buffer zone from the boundaries of the landfill neat and tidy. The service provider shall keep the area free of illegal dumping and/or windblown litter. .

3. **RECORD KEEPING**

The Site Operator shall submit plans for record keeping and reporting system. The plan shall amongst others require the Site operators to keep and maintain manual and electronic records of the following:

- a) Permits/licences/certificates of compliance applicable to the site.
- b) Plant deployed on site on daily basis/equipment operation and maintenance statistics.
- c) Logbooks for all plant, equipment and personal deployed on site/daily log of activities.
- d) Assets register for Office furniture and equipment for site use
- e) Incident and accidents logbook.
- f) Occupational health and safety meetings minutes.
- g) Jobs created.
- h) Skills transfer program.

- i) Diesel consumption.
- j) Planned Maintenance Program.
- k) Strategic stock control registers.
- l) Service and maintenance records for plant and equipment.
- m) Waste volumes and waste analysis results.
- n) Location of waste placement, including a map.
- o) Inventory of cover material used during the month.
- p) Environmental monitoring data and results.
- q) Daily photographs of the working phase.
- r) Occupational safety records, including safety training, surveys, personnel requirements, etc.

NB: The above documents should be kept up to date as they are audited on quarterly basis by external auditors as per the conditions of the landfill permits/licenses.

4.REPORTING

The Site Operator shall be responsible for ensuring that:

- a) All personnel at the site know the procedures for reporting accidents, injuries, fires and other unusual occurrences on site.
- b) Incident reporting instructions are regularly updated to ensure that latest telephone numbers for ambulance; doctor, hospital, fire department; law enforcement and spill response are readily available as and when required.
- c) Where an incident occurs on site, the Site operator will ensure that the incident is recorded and reported to the SUNDAYS RIVER VALLEY MUNICIPALITY, relevant authorities and law enforcement agencies within a prescribed timeframe stipulated in the operating licence.
- d) Where an injury has occurred, the Site operator shall ensure that the injured are provided with life- saving first aid assistance, treatment for minor cases and in more severe cases the injured must be taken to nearest hospital.
- e) Monthly reports are compiled and submitted to the Head of Department: Waste Management Services Department during monthly Committee of Control meetings on an approved format.

5.PRICING CONSIDERATION ON OPERATION OF THE SITE

Provisioning of personnel to achieve the scope of work.

This rate includes the costs related to the supply of personnel to achieve the scope of works as per the contract.

General housekeeping of Landfill site

This rate includes the cost related to the provision of municipal services, gardening services, cleaning of buildings etc.

Provisioning of essential plant and equipment

This rate will cover the cost for the provision of plant, equipment, and fuel to achieve the scope of work which among others includes:

- Maintenance of the access roads on/to the site (i.e during both wet and dry season)
- the formation of the active cells (wet and dry cells)
- creation of the external and internal berms
- spreading the deposited waste,
- compaction of the deposited waste to the required compaction density,
- daily covering of waste as per minimum requirement
- chipping of garden waste and maintenance of the compost area in accordance with the contract
- Maintenance of slopes as required.
- clearing of stormwater channels,
- clearing of illegal dumping on the buffer zone,
- maintenance of firebreaks
- dust control on site
- daily litter picking

5.1 Rate per unit waste handled.

The Site Operator will claim based on total tonnages of waste received and handled in that particular month. Handling of waste will include daily spreading, compacting, and covering.

This will also include cost for provisioning of additional plant to accommodate for an increase in waste tonnages as and when required.

5.2 Provisioning of specialized equipment

This rate includes the provision for additional specialised equipment as and when required by the Department and will also be subject to the approval by the Department. The Site Operator will be required to bring in a fire fighting unit on site during dry season to quickly respond and control fires on site and the vacuum tanker truck to control excessive leachate on site.

5.3 Weighbridge

This rate will include the supply of weighbridge and maintenance of Weighbridge Software as per the scope of works as well as the cleaning of weighbridge scales as and when required. This rate also includes among others the cost for annual verification and calibration of scales (including supply of test truck) as and when required.

5.4 Infrastructure and buildings

This rate includes costs for all works related to the maintenance and repairs of infrastructure and buildings on site. This rate will also cover the cost of grass cutting at inactive cells to control fire outbreaks during dry season.

The rate also covers the replacement of fence, minor repair, and maintenance of 2.1m high concrete palisades. However, should the damage of the fence be as a result of the site operator's negligence, the Site Operator will be liable for the costs of the damages?

5.5 Security

This rate will include the costs for the provisioning of security personnel and related tools and equipment (i.e.) Firearms, Monitoring system to execute the scope of works. However, should damages or theft on site be as a result of negligence by the security personnel on site, the Site Operator will incur the costs of damages and replacement of stolen items?

5.6 PROVISIONAL SUM

Provisional sum amount has been provided by Sundays River Valley Municipality to meet additional needs or works not concluded in the scope of works in terms of this contract that may arise and services need to be procured elsewhere. The Sundays River Valley Municipality will require the Site Operator to provide three quotes for approval before works can be implemented. The utilization of the provisional sum will be subject to the approval of Sundays River Valley Municipality, no payments will be effected if the Sundays River Valley Municipality did not authorize the utilization of the provisional sum amount.

In the event of any dispute arising from whether such pricing is market related or not, Sundays River Valley Municipality reserves the right to call for three more quotations for the same material or works from three different suppliers and the cheapest of the three will be accepted by the Site Operator and Sundays River Valley

Municipality as the market related value.

5.7 INSURANCES

Service must submit, with acceptance letter and maintained for the duration of the contract:

Service operator all risk for half contract value suitable Service operators all risks insurance

- a) Public insurance liability to the value of R 5 000 000.00
- b) Performance guarantee (amounting to 10% of contract value), to be kept by Municipality and released on issuing of completion certificate.

5.8 PENALTIES

a. Procedure for applying penalties:

The Department will apply penalties upon observation of non-compliances on site. The following will be the procedure:

- a) A notice or Instruction to rectify a noncompliance or Instruction within stipulated timeframe will be issued by the Sundays River Valley Municipality's representatives and/or the appointed Technical Advisor.
- b) An instruction will be issue for Minor offences such as, Control of nuisances, failure to cover over night or minor deviations from waste licences. **24 Hours will be given for rectification.**
- c) A notice will be given for Major offences such as failure to have wet weather cell, failure to have the prescribed security personnel or equipment, failure to achieve the required compliance level, Major deviations from waste licences. Time for reification will be prescribed based on the type of offence.
- d) Failure to adhere to instruction or Notice time frames will then result in penalties being used as stipulated below on 16.2.
- e) Penalties will be issued immediate for violations under item 12.2.1 to 16.2.4 and therefor notices will not be issued for these items.

b. Below are applicable penalties and the corresponding amounts of thereof:

Item	Description	Penalty
14.2.1	Failure by the Site Operators to open or to operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours:	R 50 000, 00 for first hour or part thereof, escalating by R5 000, 00 until the matter is rectified.

14.2.2	Failure to notify Municipality Representatives or Technical advisors in writing, within the 24-hour period of plant breakdown	R 10 000 per plant/vehicle
14.2.3	Failure to provide back-up plant within 72 hours of the breakdown. Take Note: Penalties will be applied until back-up plant is provided and/or original equipment repaired or replaced	Compactor – R 10 000 Per day or part thereof Dozer – R 8 000 Per Day or Part thereof ADT- 6 000 per day Excavator – R 6 000 per day or part thereof Water Tanker- R 4 000 per day per day or part thereof
14.2.4	Failure to repair or replace plant with similar plant within the stipulated the 14-working day period. Take Note: Penalties will be applied plant is either repaired or replaced with one of similar specification	Compactor – R 10 000 Per day or part thereof Dozer – R 8 000 Per Day or Part thereof ADT- 6 000 per day Excavator – R 6 000 per day or part thereof Water Tanker- R 4 000 per day per day or part thereof
14.2.5	Failure by the Site Operator to adequately cover overnight with material (excluding limited volumes of waste delivered by Customer Care Centres after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes. 10 000 per day until the matter is corrected.	Failure by the Site Operator to adequately cover overnight with material (excluding limited volumes of waste delivered by Customer Care Centres after hours) for
		normal waste and any exposure in the case of animal carcasses or similar wastes. 10 000 per day until the matter is corrected.
14.2.6	Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control	R4 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
14.2.7	Not excavating the cover material to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical) : 3 (horizontal)	Site operators to correct slopes at own costs
14.2.8	Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical): 3 (horizontal)	Site operators to correct final landform at own costs.

14.2.9	Failure to achieve the minimum compaction Ratio of 950kg/m ³	R 250 000.00 on confirmation of non-compliances by technical advisor
14.2.10	Failure to prepare a Wet weather cell in preparation of rainy season	R10 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
14.2.11	Failure to have the specified security personnel and security equipment on site	Security Personal - R 5 000 per Security guard per day or part thereof until it is rectified. Security equipment: R 2 500 per day or par thereof, until security personnel are equipped will all required equipment as per specification. .
14.2.12	Failure to have the specified waste spotter personnel at the workplace.	R 2 000, 00 per day or part thereof until situation is rectified.
14.2.13	Failure by the operating Site operators to achieve a compliance level during the environmental audits, both internal and external that can be contributed to the Site operators' negligence.	Maximum of R20 000, 00 per occurrence. If the non-compliance is not rectified before the next audit.
14.2.14	Any proven deviation from the operating licence conditions, which includes the "Minimum Requirements for Waste Disposal by Landfill, 2008 ", and regulations of the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008), National Waste Information Regulations, Gazetted 13 August 2012 and Waste Classification and Regulations, National Norms and Standards, Gazetted 23 August 2013.	R5 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.

6.INFRASTRUCTURE AND BUILDINGS

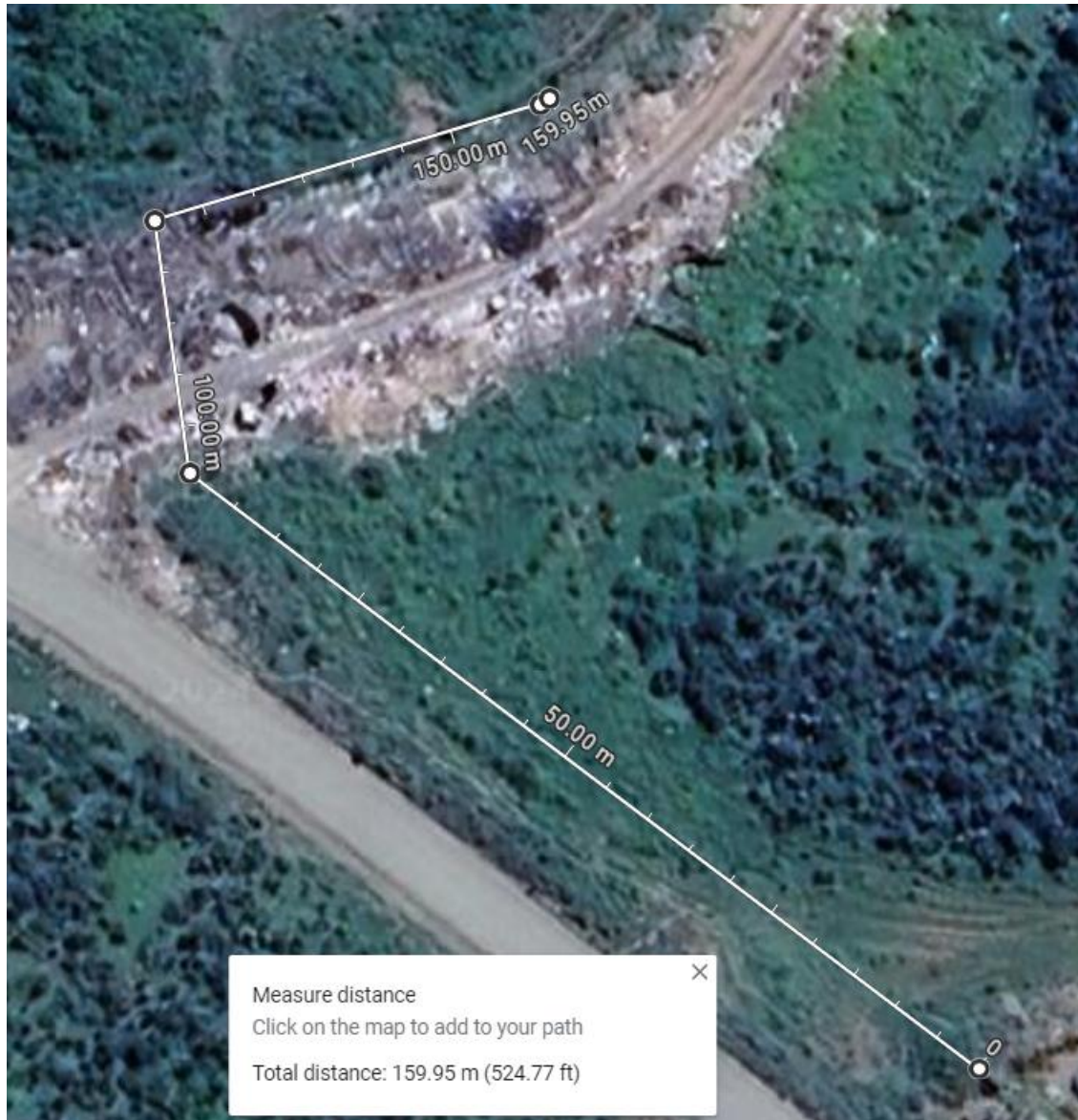
6.1 Precast Hollow Core Wall

The product is cast in the same manner as the floor slabs except prestressed 5.0 mm triple indented wire is used top and bottom of the slab, the wall panel is designed in this manner to avoid the traditional upward camber. The side formation is also changed to a tongue and groove configuration.

Pannel to be 120 - 150 mm deep hollow-core wall panels installed into the flanges of steel columns, typically 203 x 203 or 152 x 152 column

sections, or 203 x 133 I-beam sections. Wall to be 3.6 m high wall: 0.6 m below ground and 3 m above ground.





Home of the Addo Elephant Park

7. SCHEDULE OF PRICES

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE (Excluding VAT)	AMOUNT
2	MANAGEMENT AND ADMINISTRATION				
2.1	Management and operation of the landfill site i.e., supply of personnel and equipment to achieve the scope of works	Month	36		
2.2	General housekeeping of Landfill site i.e.: Provisioning of municipal Services, gardening services, cleaning of buildings)	Month	36		
2.3	Provisioning of essential plant and equipment to achieve the scope of work (includes amongst others, berm construction, clearing of stormwater channels, clearing illegal dumping on buffer zone, maintenance of firebreaks)				
2.3.2	D8 Dozer	Month	36		
2.3.3	6 ton Tipper Truck	Month	36		
2.3.4	TLB (as and when required). The rate should include delivery to site and removal of the equipment from site.	Month	optional		
	Carry to summary	TOTAL FOR MANAGEMENT AND ADMINISTRATION			
	Supply and Erection of Noticeboards, Direction Boards, Tariff board and Signage	Item	Item		
	Carry to summary	TOTAL			

3.1	KIRKWOOD LANDFILL SITE AND PATERSON LANDFILL SITES	Day/Month	QTY	RATE	AMOUNT
2.2	D8 DOZER -Wet Rate(Including Diesel and Operator working 5 days per week, 8 hours/day)- For both landfill sites	Day/Month	21days/site		
2.3	6 ton Tipper - Wet Rate(Including Diesel and Operator working 5 days per week, 8 hours/day)-for both landfill sites	Day/Month	21days/site		
	Engineer - 4 days/month(one Engineer can cover both landfill sites)	Day/Month	16 days on all sites		
	Site Manager - 5 days/week- For both landfill site	Day/Month	21/site		
	Environmental - 2 days/week(one Environmentalist can cover both landfill sites)	Day/Month	8 days on all sites		
	TOTAL(EXCLUDING TAX)				R

SECTION B

RETURNABLE DOCUMENTS

DECLARATION OF INTEREST

1. No application will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may submit a database application. In view of possible allegations of favouritism, should the resulting registration, award to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all the directors/ trustees/shareholders member, their individual identity numbers

and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state*

YES / NO

* 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;

3.8.1 If yes, furnish particulars.....

.....

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

1.9.1 If yes, furnish particulars.

.....

.....

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

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

3.10. Do you, have any relationship (family, friend, other) with persons in Sundays River Valley Municipality and who may be involved with the evaluation and or adjudication of this bid (in terms of the services you intend to render to Sunday River Valley Municipality)? **YES/NO**

3.10.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.11.1 If yes, furnish particulars

.....

.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any (family members/relatives) of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars.

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Authoring Signature

.....
Date

.....
Full name Capacity

.....

.....
Witness

.....
Witness

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.21.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINT AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 - 1 \frac{P_t - P_{\min}}{P_{\min}} \quad \text{or} \quad P_s = 90 - 1 \frac{P_t - P_{\min}}{P_{\min}}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

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

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

The specific goals allocated points in terms of this tender (LED)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	What must be submitted to claim the points.
Within Sundays River Valley Local Municipality's area of jurisdiction		10			Proof of address signed by ward Councilor / Lease Agreement.
Within Sarah Baartman District Municipality's area of jurisdiction		8			Proof of address signed by ward Councilor / Lease Agreement
Within Eastern Cape province		6			Proof of address signed by ward Councilor / Lease Agreement
Within South Africa		4			Proof of address signed by ward Councilor / Lease Agreement
Outside South Africa		2			Proof of address signed by ward Councilor / Lease Agreement

Table 2: B-BBEE for the tender points claimed are indicated per the table below.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	5	10
2	4	9
3	3	8
4	2	6
5	1	4
6	1	3
7	1	2
8	1	1
Non-compliant contributor	0	0

BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-B BEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF THE TABLE ABOVE

- (i) B-BBEE Status Level of Contributor: . =(maximum of 10 points)

(Points claimed must be in accordance with the table reflected above and must be substantiated by relevant proof of B-BBEE status level of contributor.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,.....(full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive 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. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RESOLUTION TO SIGN

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

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

Mr/Mrs whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No..... and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2.....

THE CONTRACT

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

GENERAL CONDITIONS OF CONTRACT

A. 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. Packaging
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment 17.prices
18. Increase/Decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of contracts
35. Amendment of contracts

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the R.9A.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 labourt materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"Written" or "in writing"** means hand written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the

building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

- 5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by the auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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

7. Performance Security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligation under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following terms:
 - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the providers not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligation, unless otherwise specified.

8. Inspections, tests analyses

- 8.1. All pre-bidding testing will be for the account
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyse referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5.** Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8.** The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1.** The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2.** The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The provider may be required to provide any or all of the following services, including additional services, if any:
- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b. furnishing of tools required for assembly and/or maintenance manual of the supplied goods
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods
 - d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - e. training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

- 14.1. As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 an act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated

17. Prices

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

18. Increase/decrease of quantities

18.1 In case where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

24. Termination for Default

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

(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the provider fails to perform any other obligation(s) under the contract; or if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

25. Anti-Dumping and Counter-Vailing Duties and Rights

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

26. Force Majeure

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

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

27. Termination for Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

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

(a) the provider 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 provider to pay penalties and / or damages to

(b) the aggregate liability of the provider 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.

30. Governing Language

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

31. Applicable Law

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

32. Notices

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

32.2 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.

33. Taxes and Duties

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

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

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

34. Transfer Of Contracts

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

35. Amendment of Contracts

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