



TENDER NO.: SC 1339/2013

OPERATION OF HERMANUS MATERIAL RECOVERY FACILITY

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: INFRASTRUCTURE AND PLANNING
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **JAN PALM**
TELEPHONE: **021 982 6570**

NAME OF TENDERER:	
Total Tender Price (Inclusive of VAT) (refer to page 67):	

APRIL 2013

GENERAL TENDER INFORMATION

TENDER DETAILS						
TENDER NUMBER:	SC 1339/2013					
TENDER TITLE:	OPERATION OF HERMANUS MATERIAL RECOVERY FACILITY					
CLOSING DATE:	2013/05/03	CLOSING TIME:	12H00			
SITE MEETING:	DATE:	2013/04/24	TIME:	11H00	COMPULSORY:	YES
SITE MEETING ADDRESS:	HERMANUS SOLID WASTE TRANSFER STATION					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A			
BID BOX NO:	6	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.				
TENDERER DETAILS						
NAME OF TENDERER:						
NAME OF CONTACT PERSON:						
PHYSICAL ADDRESS:			POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.			
E-MAIL ADDRESS:						
TENDER AMOUNT (INCLUDING VAT) :						
DATE:						
SIGNATURE OF TENDERER:						
PLEASE NOTE: a) Tenders that are deposited in the incorrect box will not be considered. b) Tender box deposit slot is 28cm x 2.5cm. c) Mailed, telegraphic or faxed tenders will not be accepted. d) If the bid is late, it will not be accepted for consideration. e) Bids may only be submitted on the Bid Documentation provided by the Municipality.						
ENQUIRIES MAY BE DIRECTED TO:						
	ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES			
CONTACT PERSON:	PEDRO PETERS		JAN PALM			
TEL. #	028 313 8956		021 982 6570			

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Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.1 Tender Notice and Invitation to Tender

TENDERS ARE HEREBY INVITED FOR THE: **OPERATION OF HERMANUS MATERIAL RECOVERY FACILITY.**

Tender documents, in English, are obtainable from **Friday, 12 April 2013**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus; Tel. 028 313 8064 from Ms. Rita Neethling between 08h30 and 15h30 upon payment of a **tender participation fee of R490.00 per set**. Alternatively the document may be downloaded from the website: www.overstrand.gov.za.

SEALED TENDERS WITH "**TENDER NO. SC 1339/2013: OPERATION OF HERMANUS MATERIAL RECOVERY FACILITY.**" CLEARLY ENDORSED ON THE ENVELOPE, MUST BE DEPOSITED IN **TENDER BOX NO. 6** AT THE OFFICES OF THE OVERSTRAND MUNICIPALITY, MAGNOLIA AVENUE, HERMANUS. BIDS MAY ONLY BE SUBMITTED ON THE BID DOCUMENTATION PROVIDED BY THE MUNICIPALITY.

The closing date and -time of the tender is on **03 May 2013 at 12h00** and will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

A compulsory briefing session will be held at 11h00 on Wednesday, 24 April 2013 at the Overstrand Municipal Committee Room, c/o Viljoen and Molteno Streets, Onrus River.

Tenders must be valid for 90 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

The Overstrand Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer technical enquiries to **Mr. Jan Palm** at telephone number: **021 982 6570**.

MR. S. MULLER
DIRECTOR: INFRASTRUCTURE AND PLANNING

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in the Government Gazette, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
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F.1	General
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F.1.1	Actions
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Add the following:

The Employer is the **Overstrand Municipality**, represented by the **DIRECTOR: INFRASTRUCTURE AND PLANNING**.

F.1.2	Tender Documents
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Add the following:

The tender documents issued by the Employer comprise:

The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Insurance Broker's Warranty
- C1.6 Form of Indemnity

Part C2: Pricing Data

- C2.1 Pricing instructions
- C2.2 Bills of Quantities

Part C3: Scope of Work

- C3.1 Description of the Works
- C3.2 Procurement
- C3.3 Service to be Rendered
- C3.4 Management

The Tender Document is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent, for the purposes of any communication between the Employer and Tenderer, is:

Name: Mr JG Palm (Member of Jan Palm Consulting Engineers CC)
Address: 60 Bracken Street
Brackenfell, 7560
Tel: (021) 982 6570
Fax: (021) 981 0868
E-mail: janpalm@jpce.co.za

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.1 Registration as Service Provider

Only those tenderers who are registered and verified on the Municipality's Supplier Database, or are capable of being so prior to the evaluation of submissions, as service providers are eligible to submit tenders. The Employer will only enter into a formal contract with a tenderer who is registered on the Municipality's Supplier Database as service provider and has been issued with a registration number.

Tenderers who are not registered and verified on the Municipality's Supplier Database are not precluded from submitting tenders and quotations, but must be registered and verified before closing date in order to qualify for preference points. It is the responsibility of tenderers to ensure that this requirement is complied with prior to the closing date of the tender. In the case of Joint Venture partnerships this requirement will apply to each party to the Joint Venture.

Supplier database registration forms are bound into tender document as **Returnable Schedule 8**.

F.2.1.3 Functionality

Only those tenderers who obtain a minimum score of 70 for Functionality are eligible to have their tenders evaluated.

The functionality criteria and maximum score in respect of each of the criteria are attached as Annexure A to the Tender Requirements.

Functionality shall be scored independently by not less than three evaluators of which at least must be a Supply Chain Management official of the Municipality in accordance with the schedules indicated in Annexure A to the Tender Requirements where after the scores of each of the

evaluators will then be averaged, weighted and then totalled to obtain the final score for functionality.

F.2.7 Clarification meeting

Add the following:

The arrangements for a site visit/clarification meeting/briefing session are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 Alternative tender offers

Add the following to F.2.12.1

F.2.12.1 If a tenderer wishes to submit an alternative tender offer he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in **Schedule 17: Alterations/Amendments by Tenderer** in T2.2: Returnable Schedules.

F.2.13 Submitting a tender offer

Add the following to F.2.13.1

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Omit the following from F.2.13.2

F.2.13.2 "..., either electronically (if they were issued in electronic format) or..."

Add the following to F.2.13.3

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

Add the following after the first sentence of F.2.13.4:

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of

duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following to F.2.13.5:

- F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are stated in the Tender Notice and Invitation to Tender.

Add the following to F.2.13.6:

- F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

F.2.15 Closing time

Add the following to F.2.15.1:

- F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile, mailed or e-mailed tender offers will not be accepted.

F.2.16 Tender offer validity

Add the following to F.2.16.1:

- F.2.16.1 The tender offer validity period is **90 days**.

F.2.17 Clarification of tender offer after submission

Add the following to F.2.17:

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration on the Municipality's Supplier Database or with the CIDB, within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.3 The Employer's undertakings

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the tender offers are stated in the Tender Notice and Invitation to Tender.

Tenders will be opened immediately after the closing time for tenders.

F.3.8 Test for responsiveness

Add the following:

Tenders will be considered non-responsive if, inter alia:

- the tender is not in compliance with the Scope of Work;
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

F.3.11 Evaluation of tender offers

F.3.11.3 Method 2: Financial offer and preference

The procedure for the evaluation of responsive tenders is **Method 2**.

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **90** points.

F.3.11.8 Scoring Preferences

Add the following:

Points for preferences claimed will be determined in accordance with the Preferential Procurement Regulations, 2011. Points will be awarded to tenderers who are eligible for preferences in terms of **Schedule 3: Preferencing Schedule** (where preferences are granted in respect of B-BBEE Status Level Contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of **Schedule 3: Preferencing Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 3: Preferencing Schedule included in T2.2 Returnable Schedules his or her company/firm/entity's B-BBEE Status Level of Contributor, in accordance with one of the following:

- Exempted Micro Enterprise (>50% black owned)
- Exempted Micro Enterprise (\leq 50% black owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor¹

For this Contract a **90 Financial / 10 Preference** shall apply and up to **10** tender evaluation points (N_{P1}) will be awarded for the Status Level of B-BBEE contribution, in accordance with the tables below:

		90 Financial / 10 Preference
Exempted Micro Enterprises (EMEs)		
Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N _p)
>50%	3	8
≤50%	4	5

Other Enterprises		
B-BBEE Status Level of Contributor		Number of Points (N _p)
1		10
2		9
3		8
4		5
5		4
6		3
7		2
8		1
Non-compliant contributor ¹		0

¹ A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Sector Charter

Tenderers shall note the following Conditions of Clause 11 of the Preferential Procurement Regulations 2011:

- (8) A tenderer (company/firm/entity) will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprises / sub-contractors that do not have an equal or higher B-BBEE Status Level than the prime contractor, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works;
- (9) A prime contractor will not be awarded points for B-BBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works.

Add the following new sub clause:

F.3.11.10 Risk Analysis

Notwithstanding any other requirements of the tender, the employer may perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

Add the following to F.3.13:

- f) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;

- g) the tenderer is registered and verified on the Municipality's Supplier Database and registered with the CIDB with an appropriate category of Registration;
- h) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- i) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- j) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.17 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is **one**.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to **Schedule 15 : Health and Safety Plan** in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (**included in C1.4 of the Contract Document**) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

F.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- (1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- (2) read and fully understood the whole text of these Tender Documents and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

F.4.3 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.4 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.5 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.6 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 1, Part T2.2: Returnable Schedules: Declaration of Interest**. Failure to complete this schedule may result in the tender not being considered.

F.4.7 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 4, Part T2.2: Returnable Schedules: Declaration of Bidder's past Supply Chain Management Practices**. Failure to complete this schedule may result in the tender not being considered.

F.4.8 UIF payments

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.9 Price variations

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

F.4.10 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

Annexure A to the Tender Requirements: Pre-Qualification Evaluation for Functionality

Description		Reference	Scoring				Maximum Score	Sub Total	
Tenderer's Company	Company Structure	Returnable Schedule 3	<u>Excellent (10)</u> PTY or CC AND Employee shareholding	<u>Good (8)</u> Pty or CC or Partnership	<u>Average (6)</u> Sole Proprietor	<u>Poor (3)</u> No formal Company Structure	5	15	
	Staffing	No of Operators	Returnable Schedule 18	<u>Excellent (10)</u> >= 3	<u>Good (8)</u> >= 2	<u>Average (6)</u> >= 1	<u>Poor (3)</u> None		5
	No of Years in Business	Returnable Schedule 3	<u>Excellent (10)</u> >= 7 years	<u>Good (8)</u> >= 5 years	<u>Average (6)</u> >= 3 years	<u>Poor (3)</u> < 3 years	5		

Key Personnel	Manager: Highest education	Returnable Schedule 18	<u>Excellent (10)</u> Honours, Masters or Doctorate degree	<u>Good (8)</u> B Degree or Nat. Dipl	<u>Average (6)</u> Matric	<u>Poor (3)</u> < Matric	10	50
	Manager: Institutional Membership	Returnable Schedule 18	<u>Excellent (10)</u> Membership of IWMSA AND WMRIG	<u>Good (8)</u> Membership of IWMSA or WMRIG	<u>Average (6)</u> Associate Membership of IWMSA or WMRIG	<u>Poor (3)</u> No Membership of IWMSA or WMRIG	10	
	Manager: Experience	Returnable Schedule 18	<u>Excellent (10)</u> >= 7 years relevant material recovery experience, including Overstrand projects	<u>Good (8)</u> >= 7 years relevant material recovery experience on municipal projects	<u>Average (6)</u> >= 3 years relevant material recovery experience on municipal projects	<u>Poor (3)</u> < 3 years relevant material recovery experience on municipal projects	10	
	Operators: Highest Education	Returnable Schedule 18	<u>Excellent (10)</u> Higher than Matric	<u>Good (8)</u> Matric	<u>Average (6)</u> Gr 10	<u>Poor (3)</u> < Gr 10	10	
	Operators: Experience	Returnable Schedule 18	<u>Excellent (10)</u> >= 3 years relevant material recovery experience, including Overstrand projects	<u>Good (8)</u> >= 3 years relevant material recovery experience om municipal projects	<u>Average (6)</u> >= 1 year relevant material recovery experience om municipal projects	<u>Poor (3)</u> < 1 year relevant material recovery experience om municipal projects	10	

Company's Experience	Technical Experience (years of experience and/or number of similar projects)	Returnable Schedule 12	<u>Excellent (25)</u> Excellent experience in full Scope of Works, including Overstrand projects	<u>Good (20)</u> Good experience in full Scope of Works	<u>Average (15)</u> Limited experience in full Scope of Works, or Good experience in part of Scope of Works only	<u>Poor (8)</u> Limited experience in part of Scope of Works only	25	35
	Track record (in terms of Time, Cost and Quality Management on previous projects)	Returnable Schedule 12	<u>Excellent (10)</u> References confirmed excellent track record related to full Scope of Works, including Overstrand projects	<u>Good (8)</u> References confirmed good track record related to full Scope of Works	<u>Average (8)</u> References confirmed average track record related to full Scope of Works	<u>Poor (3)</u> References confirmed poor track record related to Scope of Works	10	

Maximum Total Score for Functionality/Quality

100

ANNEX F

(NORMATIVE)

STANDARD CONDITIONS OF TENDER

F.1 **General**

F.1.1 **Actions**

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 **Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 **Interpretation**

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers reissue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 **Procurement procedures**

F.1.6.1 **General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 **Competitive negotiation procedure**

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

- F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.
- F.1.6.3 **Proposal procedure using the two stage system**
- F.1.6.3.1 **Option 1**
- Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
- F.1.6.3.2 **Option 2**
- F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.
- F.2 **Tenderer's obligations**
- F.2.1 **Eligibility**
- F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
- F.2.2 **Cost of tendering**
- Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- F.2.3 **Check documents**
- Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- F.2.4 **Confidentiality and copyright of documents**
- Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- F.2.5 **Reference documents**
- Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- F.2.6 **Acknowledge addenda**
- Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6 Where a two envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9 Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.

F.2.15 Closing time

- F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), Preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as nonresponsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two envelope system

F.3.5.1 Where stated in the tender data that a two envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Nondisclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

- F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- Reject a nonresponsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- F.3.9 **Arithmetical errors, omissions and discrepancies**
- F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- F.3.10 **Clarification of a tender offer**
- Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
- F.3.11 **Evaluation of tender offers**
- F.3.11.1 **General**
- Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
- F.3.11.2 **Method 1: Financial offer**
- In the case of a financial offer:
- a) Rank tender offers from the most favourable to the least favourable comparative offer.
 - b) Recommend the highest ranked tenderer for the award of the contract, unless there are

- compelling and justifiable reasons not to do so.
- c) Rerank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 **Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and rerank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

F.3.11.4 **Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and rerank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 **Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and rerank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 **Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 **Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a	Option 2a
1	Highest price of discount	$A = (1 + (P/P_m)) P_m$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - (P/P_m)) P_m$	$A = P_m / P$

aP_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration

F.3.11.8 **Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 **Scoring quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents:

1. Returnable Schedules required for tender evaluation purposes

- 1: DECLARATION OF INTEREST (**MBD 4**)
- 2: AUTHORITY TO SIGN A BID
- 3: PREFERENCING SCHEDULES (**MBD 6.1**)
- 4: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (**MBD 8**)
- 5: CERTIFICATE OF INDEPENDENT BID DETERMINATION (**MBD 9**)
- 6: CERTIFICATE OF PAYMENT OF MUNICIPAL SERVICES (**MBD 15**)
- 7: DECLARATION BY TENDERER
- 8: SUPPLIERS DATABASE REGISTRATION FORMS
- 9: TAX CLEARANCE CERTIFICATE (**MBD 2**)
- 10: SITE VISIT/CLARIFICATION MEETING CERTIFICATE
- 11: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
- 12: SCHEDULE OF WORK EXPERIENCE
- 13: SCHEDULE OF BALING EQUIPMENT
- 14: SCHEDULE OF SUBCONTRACTORS
- 15: HEALTH AND SAFETY PLAN
- 16: RECORD OF ADDENDA TO TENDER DOCUMENTS
- 17: ALTERATIONS/AMENDMENTS BY TENDERER
- 18: EXPERIENCE OF KEY STAFF

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 11.
- An original valid Tax Clearance Certificate issued by the South African Revenue Service –append to Schedule 9.
- Documentary evidence/proof of registration and verification on Municipal Supplier Database - append to Schedule 8.
- An original valid B-BBEE status level verification certificate **or a CERTIFIED COPY** thereof, issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS – append to Schedule 3.

3. Returnable Schedules that will be incorporated into the Contract

- 16: RECORD OF ADDENDA TO TENDER DOCUMENTS
- 17: ALTERATIONS/AMENDMENTS BY TENDERER

4. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

5. C1.2 Contract Data (Part 2)

6. C2.2 Bills of Quantities

NB: TENDERERS MUST COMPLETE THESE SCHEDULES/DATA SHEETS/FORMS IN **BLACK INK**

T2.2 Returnable Schedules

1. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				
3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	

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

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

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

3.9.1.	If so, furnish particulars:			
3.10.	Are you aware of any relationship (family, friend, other) between a 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
3.10.1.	If so, furnish particulars:			
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.11.1.	If so, furnish particulars:			
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.12.1.	If so, furnish particulars:			
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO
3.13.1.	If so, furnish particulars:			

2. AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____, 20____, Mr./Ms.

_____ (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf of _____

(Name of Company) in his/her capacity as _____

SIGNED ON BEHALF OF COMPANY		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature

We, the undersigned partners in the business trading as _____
 _____ hereby authorise
 _____ to sign this bid as well as any
 contract resulting from the bid and any other documents and correspondence in connection with this bid
 and /or contract for and on behalf of _____.

SIGNATURE 1		DATE	
SIGNATURE 2		DATE	
SIGNATURE 3		DATE	
WITNESS 1		DATE	
WITNESS 2		DATE	

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on _____ 20__ at _____
 _____.

Mr./Ms. _____,
 whose signature appears below, has been authorized to sign all documents in connection with this bid on
 behalf of (Name of Close Corporation) _____.

SIGNED ON BEHALF OF CLOSE CORPORATION		DATE	
PRINT NAME			
IN HIS/HER CAPACITY AS			
WITNESS 1		WITNESS 2	

3. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

1 GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- (a) the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
 - (b) the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- Price; and
B-BBEE Status Level of Contribution.

- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 Price	90
1.3.1.2 B-BBEE status level of contribution	10
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

2 DEFINITIONS

- 2.1 “All Applicable Taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 “*B-BBEE status level of contributor*” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “*Bid*” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “*Broad-Based Black Economic Empowerment Act*” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “*Comparative Price*” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “*Consortium or Joint Venture*” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 “*Contract*” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “*EME*” means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10 “*Firm Price*” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “*Functionality*” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “*Non-firm Prices*” means all prices other than “firm” prices;
- 2.13 “*Person*” includes a juristic person;
- 2.14 “*Rand Value*” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “*Sub-contract*” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “*Total Revenue*” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 “*Trust*” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “*Trustee*” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3 ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

POINTS AWARDED FOR PRICE

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

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

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

Where:

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate **or a CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5 BID DECLARATION

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

5.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
5.1.2.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
5.1.2.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

6 SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
6.1.2 If yes, indicate:				
6.1.2.1 what percentage of the contract will be subcontracted?				%
6.1.2.2 the name of the sub-contractor?				
6.1.2.3 the B-BBEE status level of the sub-contractor?				
6.1.2.4 whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	

7 DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE <i>(Tick applicable box)</i>	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			

Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS		

8 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

4. MBD 8 – 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.**

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes		No	
<i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>					
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)?	Yes		No	
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>					
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:				
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	
4.5.1	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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

5. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ 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).⁴ 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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;

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ 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.

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 consortium⁵ 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.

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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ 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.

6. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

I, _____, (full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____ on the _____ day of _____ 20_____ .

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

7. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

8. SUPPLIERS DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	Questionnaire for Preferential Procurement Policy
3	Declarations by Supplier
4	National Small Business Act No. 102 of 1996 Classification
5	Documents Required
6	Nature of Operations, Products or Services
7	Credit Order Instruction

FOR OFFICE USE ONLY: *Confirm attachment of the completed documents*

I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official

Pages removed from page number:		To page number:		Date	
Print Name		Signature			

SUPPLIER DATABASE REGISTRATION FORM

VAT/BTW REG. NO: 4140106396
www.overstrand.gov.za
OM-C1

HERMANUS Magnoliastraat -1- Magnolia Street ☒ 20, HERMANUS 7200 Tel. 028 313 8152 Faks/Fax. 028 313 8182	HANGKLIP-KLEINMOND 5de Laan 39, 5th Avenue Privaatsak X3 Private Bag, KLEINMOND 7195 Tel. 028 271 8100 Faks/Fax. 028 271 4100		STANFORD Queen Victoriastraat -15- Queen Victoria Street ☒ 84, STANFORD 2100 Tel. 028 341 0640 Faks/Fax. 028 341 0445	GANSBAAI Hoofstraat / Main Road ☒ 26, GANSBAAI 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241
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KREDITEURE: Registrasie op databasis ingevolge:	CREDITORS: Registration on data base in terms of:	ABANTU ENINAMATYALA KUBO: Ubhaliso kwindawo ekugcinwa kuyo iindawo ezaziwa ngento ngokuphathelel:
Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003; Munisipale Voorsieningskanaalbestuurregulasies (Nr. 868 van 30 Mei 2005 – Staatskoerant Nr. 27636)	Local Government: Municipal Finance Management Act No. 56 of 2003; Municipal Supply Chain Management Regulations (No. 868 of 30 May 2005 – Government Gazette No. 27636)	Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongunombolo 56 ka -2003; Ummiselo weNgcqubo yoLawulo lweTyathanga loKubonelela KaMasipala (Inombolo 868 ye 30 Meyi 2005- Isaziso sika Rhulumente -Nombolo 27636)

Handelsnaam van onderneming / Trade name of enterprise / Igama lokushishina loishishino												
Posadres / Postal address / Idilesi yeposi												
Plaasnaam/Besigheid straat adres/ Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino												
Aard van bedrywigheid wat beoefen word / Nature of business activities conducted / Uhlobo lwemisebenzi eyenziwayo necandelo												

Tipe onderneming (Mark met X) / Type of enterprise (Mark with X) / Uhlobo loishishino (Phawula ngo-X)	1	Eenmansaak / Sole Proprietor / Ushishino lomntu omnye	2	Vennootskap / Partnership / Uthelelwano	3	Maatskappy/Beslote / Korporasie / Company / Close Corporation / Inkampani / mbumba evalekileyo	4	Openbare Sektor / Public Sector / Icandelo lomntu wonke	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itirasi, nj. njl.
---	---	---	---	---	---	--	---	---	---	--

Total number of years the Enterprise has been in business

--	--	--	--	--	--	--	--	--	--

CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)

--	--	--	--	--	--	--	--	--	--

BTW nommer / VAT number/ inombolo ye-VAT

--	--	--	--	--	--	--	--	--	--

Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iinkcukacha zomntu othatha uxanduva okanye zomnini (If not the sole owner, please submit a copy of the Board Resolution authorising the responsible person to submit documentation on behalf of the enterprise)

Van / Surname / Ifani												
Voornaam / First name / Amagama												
Hoedanigheid / Designation / Ubume emsebenzini												

Besonderhede van skakelbeampte / Particulars of liaison officer / Iinkcukacha zomntu womanyano (Umntu onika iimbuyiselo)

Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani												
Hoedanigheid/Designation/Ubume omsebenzi												
Selfoon / Cell phone / Iselfoni												
Telefoon nr./Telephone no. /Inombolo yefoni												
Faksnr. / Fax no. / Inombolo yeFeksi												
e-pos adres / e-mail address / I-imeyile												

Meld taalvoorkeur / Indicate language preference

Afrikaans		English
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Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndixela ukuba ulwazi olunikiweyo apha luyinyaniso kwaye lulungile.

Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu olhathela uxanduva le ngxelo.

Naam / Name / Igama	Hoedanigheid / Designation / Ubume emsebenzini	Datum / Date / Umhla

PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY

PREFERENTIAL PROCUREMENT REGULATIONS 2011

1. B-BBEE STATUS LEVEL OF CONTRIBUTION

- 1.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution

8.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
8.1.2.1	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate
8.1.2.2	Exempt Micro Enterprise (EME) level of contribution
8.1.2.3	Percentage Black Woman Ownership
8.1.2.4	Percentage Black Ownership
8.1.2.5	Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) /
8.1.2.6	Is your business established within the area of jurisdiction of the Municipality?

Any B-BBEE Status Level claims must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS (http://sanas.co.za/af-directory/bbbee_list.php) or a Registered Auditor approved by IRBA (<http://www.irba.co.za/index.php/b-bbee-verification-assurance>) or an Accounting Officer as contemplated in the CCA.

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina

DECLARATION BY SUPPLIER

1.	No Registration will be accepted from persons in the service of the state*. This document serves as a declaration to be used by the municipality 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.
2. (a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: <ul style="list-style-type: none"> (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system; (ii) been convicted for fraud or corruption during the past five years; (iii) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or (v) 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).
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.
3.1	Print full Name:
3.2	Company/CC Registration or ID Number:

3.3	Are you presently <i>in the service of the state?</i> *		YES		NO	
3.3.1	If so, furnish particulars.					
3.4	Have you been <i>in the service of the state</i> for the past twelve months?		YES		NO	
3.4.1	If so, furnish particulars.					
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?		YES		NO	
3.5.1	If so, furnish particulars.					
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?		YES		NO	
3.6.1	If so, furnish particulars.					
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state?</i>		YES		NO	
3.7.1	If so, furnish particulars.					
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state?</i> If so, furnish particulars.		YES		NO	
3.8.1	Name of related person	Relationship	The capacity in which that person is in the service of the state			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?		YES		NO	
3.9.1	If so, furnish particulars.					
3.10	Is the supplier 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)?		YES		NO	
3.10.1	If so, furnish particulars.					
3.11	Was the supplier 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	
3.11.1	If so, furnish particulars.					
3.12	Does the supplier 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	

National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification Please indicate your Sector "X"		Size of class	Total full-time equivalent of paid employees Less than:	Total annual turnover Less than:	Total gross asset value (fixed property excluded) Less than:	Indicate the category of your business "X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka babahlawule ngokufaka imali ebhankini.Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:	
Naam / Name / Igama	
Adres / Address / Idilesi	

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:	
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI	
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI	
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI	
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE	
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI	

1 = Tjekrekening Cheque Account I-akhawunti yetshekhi	2 = Transmissierekening Transmission Account I-akhawunti vokuqithisela	3 = Spaarrekening Savings Account I-akhawunti yemali eaciniweyo
4 = Verbandrekening Bond Account I-akhawunti yebhondi	5 = (Nie in gebruik) (Not in use) Avisetvenzisiwai	6 = Subskripsieaandeelrekening Subscription Share Account I-akhawunti yomrhumo wezabelo

Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer. Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling. Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.	I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.	Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu. Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkcukacha zentlawulo. Ndi/Siya kumazisa umasipala xa iinkcukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO	
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI	
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI	DATUM / DATE / UMHLA

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
Ek/ons sertifiseer hiermee dat die besonderhede van ons klient se bankrekening soos aangedui op die krediet bevel instruksie korrek is: I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct: -Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / -Usayino olugunyazisiweyo	AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / - ISITAMPU SOMHLA ESISESIKWENI:

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.				
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	SARS				
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	Department of Labour			
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	Department of Labour				
Security Officer's Board	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority				
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:			
BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			

9. TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



10. SITE VISIT/ CLARIFICATION MEETING CERTIFICATE

This is to certify that I/we,

of (tenderer)

of (address)

telephone number

fax number

on (date)

have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarised myself/ourselves with all the information, risks, contingencies and other circumstances which may influence of affect my/our Tender.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____
 _____ authorized signatory of the Company/Close
 Corporation/Partnership (name) _____, acting
 in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract
 resulting from it on our behalf.

1. Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

12. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		CONSULTING ENGINEER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		CONSULTING ENGINEER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

13. SCHEDULE OF BALING EQUIPMENT

The tenderer shall state below what baling plant will be available for this Contract. The tenderer shall differentiate, if applicable, between plant immediately available and plant which will become available by virtue of outstanding orders, and indicate what further plant will be acquired or hired for the work should he be awarded the Contract.

1: BALING EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

2: BALING EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

3: BALING EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

14. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Overstrand Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			

Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)	
---	--

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

15. HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the successful tenderer shall prepare and submit a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

The details of the Health and Safety Plan must not be appended to this Schedule, but will be requested of the successful tenderer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

16. RECORD OF ADENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



17. ALTERATIONS/AMENDMENTS BY TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

18. EXPERIENCE OF KEY STAFF

Experience of the key staff (assigned manager and operators) in relation to the scope of work will be evaluated from three different points of view:

- 1) General qualifications, level of education each key staff member.
- 2) The level of Membership of the Manager with the Institute of Waste Management Southern Africa.
- 3) The experience of the key staff members, in the specific field of material recovery from municipal solid waste.

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

- 1) Personal particulars
- 2) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3) Name of current employer and position in enterprise
- 4) Overview of experience (year, organization and position)
- 5) Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as outlined in Annexure A to the Tender Requirements.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance (Agreement)

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Insurance Broker's Warranty

C1.6 Form of Indemnity

C1.1 Form of Offer and Acceptance

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Overstrand Municipality Magnolia Avenue Hermanus	
Name of witness:		Date:
Signature of witness:		

3. SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

.....

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.....

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Overstrand Municipality Magnolia Avenue Hermanus	
Name of witness:		Date:
Signature of witness:		

C1.2 Contract Data

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 supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in bidding documents.

- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. "Tort" means in breach of contract.
- 1.27. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1. 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
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. 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 goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

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

10. DELIVERY

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

11. INSURANCE

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

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

13. INCIDENTAL

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. PRICES

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

18. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid

or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. TAXES AND DUTIES

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

SPECIAL CONDITIONS OF CONTRACT

Clause 7: Performance

Add the following sub-clause:

- "7.5 The time to deliver the Form of Guarantee (Performance Security) is within fourteen (14) days after the Commencement Date.

The amount of the Guarantee shall be 10% of the original Contract Price."

Clause 11: Insurance

Add the following:

"A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association.

Liability Insurance covering both the Service Provider and the Employer against their respective liability for the death of or injury to any person or loss of or damage to any property arising out of or in the course of the performance of the Contract. Limit of liability insurance is R 10 000 000.

Insurance of all plant and resources.”

Clause 17: Price

Add the following:

“The Contract Price shall be subject to contract price adjustment and the rates and prices tendered in the bill of quantities shall be adjusted annually in July.

Where applicable, in terms of the foregoing, the value of the invoices submitted shall be adjusted in accordance with the following Contract Price Adjustment formula:

$$F = \left\{ \frac{L_t}{L_o} - 1 \right\}$$

Where:

“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 14) of STATSSA.

The base month is **March 2013.**”

Clause 22: Penalties

Add the following:

“The events of requirements for which penalties shall be applied, and the corresponding amounts of the penalties, are as follows:

- (a) Failure by the Service Provider 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;

R1 000 for first hour or part thereof, escalating by R500 for each further one hour period or part thereof.

- (b) Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the Engineer) within 8 working hours of occurrence:

R2 000 for first occurrence, escalating by R500 for each further occurrence to a maximum of R5 000 per occurrence.

- (c) Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control:

R2 000 for first occurrence, escalating by R500 for each further occurrence to a maximum of R5 000 per occurrence.

- (d) Not caring and maintaining the Site including scattered waste, all buildings and structures, access roads, entrance road, berms and stormwater drainage channels, fences, gates and weighbridge.

R500 for first occurrence, escalating by R100 for each further occurrence to a maximum of R1 000 per occurrence, plus the cost of repairing the damage.

- (e) Employer reserves the right to terminate the Contract if the Service Provider is in breach of Contract and fails to rectify such breach of Contract after a second written warning was issued to the Service Provider without the necessary remedial action being taken.”



C1.3 Form of Guarantee

Contract No. SC 1339/2013

WHEREAS the **OVERSTRAND MUNICIPALITY** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(hereinafter called “the Contactor”) on the day of20....., for the **Operation of Hermanus Material Recovery Facility.**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand
..... (in words); R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....
.....
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20.....

Signature
.....

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Guarantor's seal or stamp

Not to be completed until acceptance stage

C1.4 Occupational Health and Safety Agreement

WRITTEN AGREEMENT

THIS IS IN TERMS OF
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)

BETWEEN:

OVERSTRAND MUNICIPALITY

AND

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

SIGNED – MANAGEMENT:	
-----------------------------	--

WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

(Name of the MANDATORY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____, representing the MANDATORY do hereby acknowledge that _____ (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

<p>_____ (Municipality) has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
<p>(i) Contractor's registration number with the office of the Compensation Commissioner:</p>	
<p>(ii) Proof that assessment has been paid:</p>	<p>A copy of a receipt must be handed in, in this regard.</p>
<p>Signature of CONTRACTOR:</p>	
<p>Date:</p>	

Not to be completed until acceptance stage



C1.5 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

OVERSTRAND MUNICIPALITY
Municipal Manager
PO Box 20
Hermanus
7200

Dear Sir

CONTRACT NO.: SC 1339/2013

CONTRACT TITLE: OPERATION OF HERMANUS MATERIAL RECOVERY FACILITY

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the OVERSTRAND MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

C1.6 FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
 of (registered address of Company) _____ a
 company incorporated with limited liability according to the Company Laws of the Republic of South Africa
 (hereinafter called the Contractor), represented herein by (Name of Representative) _____ in
 his capacity as (Designation) _____ of the
 Contractor, is duly authorised hereto by a resolution dated _____ /20___, to sign on
 behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20___ ,
 with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	

SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bills of Quantities

C2.1 Pricing Instructions

1. SCOPE

The Bill of Quantities comprises items covering the measurement and payment of the Service Provider's costs of general liabilities, the provision of the service as specified and profit. The Tender Data and Contract Data are to be read in conjunction with the Schedule of Quantities.

2. METHOD OF MEASUREMENT AND PAYMENT

The quantity of waste to be transported is estimated and based on what has been transported over the previous twelve months. These quantities may also vary depending on the minimisation strategies adopted by the municipality. The Tenderer must submit rates for all items in the Bill. The Service Provider will be required to handle whatever quantity of waste is received from day to day and his monthly payments will be calculated according to the quantity of waste handled.

3. PRICES AND RATES

The rates and prices to be inserted in the Bill of Quantities are to be the full inclusive prices to be paid by the Employer for the service described under the several items. Such rates and prices shall cover all costs and expenses that may be required in and for the rendering of the service, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill of Quantities and his attention is drawn to the fact that the Service Provider has the right, under various circumstances, to payment for additional services carried out, and that the Engineer is obliged to base his assessment of the rates or prices to be paid for such additional services on the rates inserted in the Bill of Quantities by the Service Provider.

A price, rate or the word "NIL" is to be entered against each item in the Bill of Quantities against which a unit of measurement is stated, whether a quantity is stated or not. An item against which no price or rate is entered or for which a word other than "NIL" is entered, will be considered to be covered by the other prices or rates in the Bill of Quantities but the rate will nevertheless be taken as nil and no claim will be considered if the quantity of such item should increase or decrease.

4. VALUE ADDED TAX, SURCHARGES AND LEVIES

All rates and prices tendered shall be exclusive of Value Added Tax (VAT) and provided for as a lump sum in the Summary of the Bill of Quantities.

All rates and prices tendered shall be inclusive of any statutory surcharges and levies payable by the Service Provider on all items to which these apply at the time of the closing of the tender.

5. ARITHMETICAL ERRORS IN PRICED BILL

In the event of discrepancies between the unit rates and the extended totals the extended totals will be taken as correct.

6. REJECTION OF TENDER

A tender may be rejected if the rates or prices for some of the items in the Bill of Quantities are in the opinion of the Employer obviously unreasonable or out of proportion or not in consistence with other rates or prices in the Bill and the Tenderer fails, within a period of seven days after having been notified in writing by the Employer or the Engineer to adjust and/or amend the rates or prices of such items, to make the adjustment(s) and/or amendment(s) required.

7. INSCRIPTIONS

The Tenderer must do all his entries in the Schedule of Quantities in legible black ink.



C2.2 Bill of Quantities

CONTENTS

SECTION A : Fixed Monthly Amount

DECLARATION

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	SECTION A : FIXED MONTHLY AMOUNT Lump Sum per month based on providing the operation and maintenance service as specified inclusive of all resources required.	Month	35		
SUB-TOTAL					
ADD: 6% of the above SUB-TOTAL as provision for Escalation					
NETT TENDER SUM					
ADD: 14% of the Nett Tender Sum for Value Added Tax (VAT)					
GRAND TOTAL : Carried to Form of Offer and Acceptance					

DECLARATION (In respect of completeness of Tender)

Overstrand Municipality
Magnolia Avenue
Hermanus

I/we, the undersigned, do hereby declare that this is the properly priced Bill of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **TENDER NO. SC 1339/2013: OPERATION OF HERMANUS MATERIAL RECOVERY FACILITY** has been based.

.....

SIGNATURE OF TENDERER/S

.....

DATE

Part C3: Scope of Work

C3.1 Description of the Service

C3.2 Procurement

C3.3 Service to be Rendered

C3.4 Management

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the Scope of Works shall take precedence.

C3.1 Description of the Service

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE SERVICE
- 3 GENERAL INTENT
- 4 EXTENT OF THE SERVICE
- 5 LOCATION OF THE SERVICE
- 6 DEFINITIONS

1 EMPLOYER'S OBJECTIVES

The Infrastructure and Planning Department of the Overstrand Municipality invites proposals to operate the Material Recovery Facility in Hermanus in order to recover materials of value from collected municipal solid waste, source separated as well as mixed.

2 OVERVIEW OF THE SERVICE

The service consists of the receiving of the collected sources separated municipal solid waste (clear bags) as well as selected loads of non-separated municipal solid waste (black bags) inside the Material Recovery Facility (MRF), to manually perform primary sorting on the apron floor to remove large and/or unwanted articles and to load the remainder of the waste onto the feeder of the incline conveyor. The Service Provider's staff will then remove from the sorting conveyor certain materials of the Service Provider's choice. Materials that are not removed from the conveyor will continue until it drops into the tailings container, for removal when full.

All material recovered from the sorting conveyor will be sorted into types and grades and baled (except glass) for later transport. The Service Provider is to negotiate the sale of these materials for his own account.

3 GENERAL INTENT

The general intent of this Contract is that the Service Provider shall procure all items necessary for the rendering of the service in accordance with the terms of Contract, in a workman-like and expeditious manner.

The Engineer shall have the right to verify that the service is carried out in accordance with this Contract and to approve or reject the quality of service rendered by the Service Provider or approved subcontractors.

4 EXTENT OF THE SERVICE

The Service in general includes but is not restricted to the following:

1. Receiving of general waste and source separated waste,
2. Primary sorting on the apron of oversize waste articles,
3. Loading the waste onto the incline conveyor and removing the different recoverable materials from the conveyor belt,

4. Inform the Municipality's external Haulage Contractor that the container is full and needs replacement
5. Winch the full container out of the building.
6. Lift the full container off the bogey and replace with empty container.
7. Winch an empty container into the building.
8. Bale the recovered material for later transport, if applicable.

5 LOCATION OF THE SERVICE

The Service is to be rendered at the Hermanus Material Recovery Facility.

For a locality map, please refer to the locality sketch in **Addendum A** of Part C3.3.

6 DEFINITIONS

Builder's Rubble:	Pieces of masonry, concrete, etc resulting from construction, repair and demolition activities, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
Bulky Waste:	Items, such as motor car bodies, fridges, etc whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
Municipal Solid Waste:	Domestic Waste. Solid waste generated by retail stores, offices, in the domestic environment and light industry.
Residents Monitoring Committee (RMC)	Committee made up of members of the affected public, regulatory authorities and other interested parties, established in terms of the Permit(s) who may assist in the monitoring of landfill operations, identify problems and keep the public informed of activities and developments on the Site.
Hazardous Waste:	Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on the chemical reactivity, or toxic, explosive corrosive or other characteristics which cause, or are likely to cause, danger to health or to the environment, whether alone or when in contact with each other.
Industrial Waste:	Non-toxic and non-hazardous solid waste that results from industrial processes and manufacturing.
Recycling:	The recovery of any material from the incoming waste, with the intention of re-use or benefit.
Solid Waste:	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Ton:	1 000 kg.
Medical Institutional Waste:	Solid waste originating from education, hospital, health care or research facilities.
Bulk waste Container:	Large, open-topped steel containers with either 30 m ³ or 10 m ³ volume, of standardized design and specification for hook-lift system.

C3.2 PROCUREMENT

CONTENTS

- 1 SCOPE OF MANDATORY SUBCONTRACT WORK
- 2 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

1 SCOPE OF MANDATORY SUBCONTRACT WORK

Not used.

2 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the labour lists provided by the Employer of the currently unemployed persons in the local community. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only. Local community labour is defined as people who reside in the local community and who have been identified and names placed on the labour list by the Employer.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and other skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A monthly report on employment of local labour in relation to other employees must be submitted for information to the Employer.

C3.3 SERVICE TO BE RENDERED

CONTENTS

1	SITE FACILITIES AVAILABLE
2	PLANT
3	SERVICE PROVIDER'S SITE ESTABLISHMENT
4	SITE SUPERINTENDENT
5	TYPES OF WASTE
6	WASTE QUANTITIES
7	SALVAGING RIGHTS
8	CHARGES FOR DISPOSAL
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10	SITE INSPECTIONS
11	OPERATION OF THE SITE
12	MAINTENANCE OF THE SITE
13	VIOLATION OF SITE PROTOCOL
14	MEASUREMENT AND PAYMENT

1. SITE FACILITIES AVAILABLE

The following facilities will be made available on site for the use of the Service Provider at no cost to the Service Provider:

- Security Fence
- Water Supply
- Electricity Supply
- Material Recovery Facility with Incline Conveyor, Sorting Conveyor, abluion and space on the apron for pre-sorting.

No facilities are available for the housing of employees on site nor will the Service Provider be allowed to house any of the employees on site.

No baling equipment is available at the Hermanus MRF.

2. PLANT

All plant used on the site for the operation and maintenance of the facility shall be appropriate for the application and the site specific conditions, of adequate capacity, in good working condition and such design to cause a minimum of dust, noise and air pollution.

All plant shall be operated by properly qualified, licensed and experienced operators, where applicable.

No plant may be removed from the site without written consent from the Employer.

3. SERVICE PROVIDER'S SITE ESTABLISHMENT

The Service Provider is required to provide all plant, staff, tools, equipment, furniture, computer and printer, office curtains, workshop and office consumables, fuel and lubricants and any other resources necessary for the operation of the facility.

The Service Provider shall ensure that the Employer is, at all times, in possession of an up-to-date register of all resources on the site.

4. SITE SUPERINTENDENT

The Service Provider shall provide a full-time Site Superintendent to manage the site.

The Site Superintendent must be contactable 24 hours per day in the event of emergencies.

5. TYPES OF WASTE

Only Municipal Solid Waste will be sorted at this facility and preferable only source separated waste.

The Service Provider shall ensure that non-permitted waste types are not disposed at this facility.

6. WASTE QUANTITIES

Approximately 1,657 tonnes of municipal solid waste are transported per month from the Hermanus Transfer Station in addition to the source separated waste. All source separated wastes collected by the Municipality in both the Greater Hermanus and the Greater Kleinmond Areas will be transported to the Hermanus MRF.

The Facility may be used to sort the mixed collected waste when there are insufficient quantities of source separated waste.

During the last 3 years a monthly average of 102 tonnes of materials were recycled from the Hermanus MRF and a monthly average of 268 tonnes of tailings were generated in an average of 45 containers tailings per month.

7. SALVAGING RIGHTS

The Service Provider shall not have the privilege to salvage material from the apron of the Refuse Transfer Station. All waste recovery must be conducted in the Material Recovery Facility.

8. CHARGES FOR DISPOSAL

The Service Provider shall not be charged for the disposal of the tailings of the Material Recovery Facility.

9. OPERATING HOURS

The Service Provider shall operate the site five days a week, including public holidays. However the Employer reserves the right to call for the site to be open in the case of emergencies.

Unless otherwise negotiated, normal operating hours shall be from 07:00 to 17:00, Monday to Thursday, 07:00 to 16:45 Fridays and closed on Saturdays and Sundays.

Should it prove that the above operating hours are impractical, the Service Provider shall make written representation to the Employer.

10. SITE INSPECTIONS

Periodic site inspections or audits, in accordance with the permit, will be undertaken by external auditors appointed by the Employer. Any member of the audit team shall be granted reasonable access to the site provided that they adhere to the safety and security rules of the site.

11. OPERATION OF THE SITE

The operation of the site will include the following major functions:

- Access control

For the full duration of the Contract, the Service Provider shall provide competent and reliable person(s) to manage access to the MRF on a full-time basis, during normal working hours.

The Service Provider shall be responsible for keeping the entrance to the MRF in a clean and neat state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the MRF entrance (particularly during wet weather) and the collecting of all windblown or scattered refuse and litter emanating from the recovery operation and the collection of recovered materials. This activity must be performed daily.

Access control shall at all times be performed in a responsible and courteous manner.

- Control of nuisance

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

- Odour.
- Dust.
- Flies and rodents (by placing fly bait at strategic areas).
- Noise (by ensuring that all plant silencers, etc are in good working order) and by limiting the operations to the prescribed hours.
- Windblown litter.

- Operating the Material Recovery Facility

The Service Provider shall also be responsible for the optimal operation of the Material Recovery Facility in order to minimise the volume of waste to be disposed at the landfill.

Waste loads that have been diverted to the Material Recovery Facility at the entrance are to be discharged on the receiving apron where initial screening and sorting of large items takes place. The waste material is then loaded onto the impact/incline conveyor, then the sorting conveyor belt from which items of value are removed and temporarily stored in bags/bins until sufficient material of a specific type has been recovered to be baled.

No baling machine is provided by the Employer.

Wastes that are not removed from the sorting belt, referred to as tailings, drop into a container that will be removed by the Haulage Service Provider and disposed at a licensed landfill. The Haulage Service Provider shall be responsible to provide a suitable container for collecting the tailings and for transporting the tailings to the landfill at such a frequency not to negatively impact the operation of the Material Recovery Facility. It will however be the responsibility of the MRF Contractor to winch the full tailings container out of the building, remove it safely from the travelling bogey, parking it adjacent to the MRF, pick up and place an empty container on the bogey and winch the empty container back into the building. The Haulage Service Provider must remove full containers within 6 hours of being notified and replace it with an empty container.

The Material Recovery Facility shall preferably be cleared of waste at the end of every working day. In the event that mixed collected waste (black bags) remain on the apron for more than 48 hours, the Service Provider shall remove the waste from the apron and deposit it directly into the containers of the adjacent Transfer Station in order to prevent damage to the concrete floors due to a lowering of the pH of the stored waste.

All material recovered shall be weighed before leaving the site and accurate records shall be kept for Waste Information System purposes in the material categories.

- Maintenance of site drainage system

The Service Provider shall prevent undue contact between waste and stormwater, so as to minimise the volume of contaminated run-off.

All water that has been in contact with waste will be considered to be contaminated. Water, with which contaminated water comes into contact, will also be considered to be contaminated.

- Record keeping

The Service Provider shall maintain detailed daily records of the following aspects and these shall be available for inspection by the Engineer at all times:

- Complaints lodged
- Accidents
- Site Protocol Violations
- Breakdowns and stoppages
- Site Diary to record unusual incidents
- Quantities (mass and type) of recovered material leaving the site
- Delays in the removal and replacement of the tailings bin

The supply of consumables for record keeping is the responsibility of the Service Provider.

12. MAINTENANCE OF THE SITE

The Service Provider shall maintain all aspects of the Site, inclusive of all infrastructure, in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The Service Provider shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. These will, subject to prior approval by the Engineer, be borne by the Employer.

Should it at any stage be evident that a large repair has resulted because the Service Provider did not take action at an earlier stage, and that the Service Provider has no good reason for not having taken earlier action, the cost of that repair will be for the Service Provider's account. In maintaining the site the Service Provider will be expected to perform maintenance work on his/her own initiative and without first being instructed to do so by the Engineer. Should the Service Provider be unsure of the course of action to be taken, the Engineer shall be notified timeously.

Included in the Maintenance of the Site are:

(a) Buildings

The Service Provider shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas;
- Washing down of internal walls annually with high pressure hosing

On termination of the Contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Employer.

13. VIOLATION OF SITE PROTOCOL

The Service Provider shall maintain a record and the details of the occurrence of all vehicles that violate the Site protocol. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the Employer. Types of incidences considered to be a violation, are in accordance with the Site Rules as displayed on Site.

14. MEASUREMENT AND PAYMENT

- Fixed Monthly Charge
 - Basic Principles and Method of Measurement

The Contract has been so structured as to provide for 35 months of Operation.

The unit of measurement shall be the month of operation.

The Tendered rate shall include full compensation for, inter alia, the following:

- Cost of providing sureties, insurance of plant, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act and the Occupational Health and Safety Act (inclusive of the required medical vaccinations to all staff), complying with statutes and by-laws etc and the costs of continuing to meet these obligations.
- Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment on the Site to enable the Operation to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, storage facilities, communications, security and access facilities, sanitation, the wages of staff and transport costs incurred in connection with such staff. It is a condition of this tender that no staff member may be remunerated at a rate less than the applicable local minimum wage.
- Costs for the control of nuisances, maintaining the Site in a neat and clean condition and for dealing with complaints.
- Costs of care and maintenance of the Site including scattered waste and litter, all buildings and structures.
- Costs of the Service Provider's company and head office overhead costs and costs of all other obligations.
- Costs of removal from the Site of all items established and for making good to the satisfaction of the Engineer at the conclusion of the Contract.

The sale of the recovered materials is for the account of the Service Provider.



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 Imagery Date: 1/7/2012 34°25'18.23" S 19°13'12.66" E elev 31 m eye alt 1.26 km

CLIENT	Overstrand Municipality	DESIGNED	WM
PROJECT	Operation of the Hermanus Material Recovery Facility	DRAWN	WM
DRW. TITLE	Locality Plan	CHECKED	JP
		DATE	MARCH 2013
		SCALE	NTS

 Jan Palm Consulting Engineers SPECIALIST CONSULTING ENGINEERS	ADDENDUM A

C3.4 MANAGEMENT

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1. FULL-TIME MANAGEMENT
2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT
3. WORKS NOT TO INTERFERE
4. MANAGEMENT MEETINGS
5. DAILY RECORDS
6. PAYMENT CERTIFICATES
7. PERMITS
8. PROOF OF COMPLIANCE WITH THE LAW

1. FULL-TIME MANAGEMENT

The Service Provider shall provide a full-time Operating Manager to manage all aspects of the operation. The Operating Manager must be contactable 24 hours per day in the event of any emergencies or serious problems that may arise.

2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993.

3. MANAGEMENT MEETINGS

The Committee of Control (COC) will meet on a monthly basis (or more frequently if required) to discuss all and any matters relating to the operation of the Site and to up-date and review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties. It is however to be noted that decisions may need to be approved by Council. A meeting schedule will be drawn up at the commencement of the Contract.

The Resident's Monitoring Committee (RMC), on which the COC also serves, will meet at least twice per year. External auditing in accordance with the permit conditions will be undertaken by external auditors appointed by the Employer.

4. DAILY RECORDS

The Contractor shall maintain a site diary in a log book to be kept on Site.

5. PAYMENT CERTIFICATES

The Contractor shall substantiate claims for payment with the relevant invoices in order to expedite verification and certification by the Engineer.

6. PROOF OF COMPLIANCE WITH THE LAW

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Engineer as necessary.