



## **TENDER NO: IEM (IWM) 06/2026**

**TENDERS ARE HEREBY INVITED FROM EXPERIENCED SERVICE PROVIDER/S FOR RENDERING COMPREHENSIVE WASTE COLLECTION AND REMOVAL SERVICES, INCLUDING THE PROVISION OF TRUCKS, IN SPECIFIED AREAS OF MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**Compulsory Briefing Session will be held on 03 February 2026 at 11:00am at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.**

**No virtual compulsory briefing session will be available.**

**NAME OF BIDDER:**

**CENTRAL SUPPLIER  
DATABASE (CSD)**

**MAAA**

**TELEPHONE No:**

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**TELEFAX No:**

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**E-MAIL ADDRESS:**

**PHYSICAL  
ADDRESS:**

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**JANUARY 2026**

**Issued by:**

Municipal Manager  
Mogale City Local Municipality  
P O Box 94  
**KRUGERSDORP**  
1740

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**MBD 1**

**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY**

<b>BID NUMBER:</b>	<b>IEM (IWM) 06/2026</b>	<b>CLOSING DATE:</b>	<b>24 FEBRUARY 2026</b>	<b>CLOSING TIME:</b>	<b>11:00</b>
<b>DESCRIPTION</b>	<b>TENDERS ARE HEREBY INVITED FROM EXPERIENCED SERVICE PROVIDER/S FOR RENDERING COMPREHENSIVE WASTE COLLECTION AND REMOVAL SERVICES, INCLUDING THE PROVISION OF TRUCKS, IN SPECIFIED AREAS OF MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

**CNR. COMMISSIONER & MARKET STREET**

**CIVIC CENTRE**

**MOGALE CITY**

**KRUGERSDORP**

**1740**

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>	
<b>POSTAL ADDRESS</b>	
<b>STREET ADDRESS</b>	

TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  [TICK APPLICABLE BOX]	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	
<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL CLARIFICATION QUERIES MAY BE DIRECTED TO:</b>	
<b>DEPARTMENT/ DIVISION</b>	Supply Chain Management		
<b>E-MAIL ADDRESS</b>	<a href="mailto:SCMEnquiries@mogalecity.gov.za">SCMEnquiries@mogalecity.gov.za</a>		

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE: .....

ADVERTISED IN: The Star  
PUBLISHING DATE: Friday, 23 January 2026  
TENDER NO: **IEM (IWM) 06/2026**

## **MOGALE CITY LOCAL MUNICIPALITY**

Tenders are hereby invited for the following Office: Integrated Environment Management: section: Integrated Waste Management.

### **TENDER NO: IEM (IWM) 06/2026**

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**Compulsory Briefing Session will be held on 03 February 2026 at 11:00am at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.**

**No virtual compulsory briefing session will be available.**

### **Adjudication: 90/10**

Bidders will be evaluated using the following Functionality Evaluation Criteria:

- **Component A: Functionality (180 points)**
  - ✓ The service provider must obtain a **minimum score of 45 points** on Phase one (1) to qualify for further evaluation on Phase two (2).
  - ✓ The service provider must obtain a **minimum score of 45 points** on Phase two (2) to qualify for further evaluation under Price and Specific Goals.
- **Component B: Functionality (120 points)**
  - ✓ The service provider must obtain a **minimum score of 30 points** on Phase one (1) to qualify for further evaluation on Phase two (2).
  - ✓ The service provider must obtain a **minimum score of 30 points** on Phase two (2) to qualify for further evaluation under Price and Specific Goals.

Tenders will be evaluated using 90/10 preference point system which awards 90 points for Price and 10 points for Specific Goals accordance with PPPFA 2022 Goals as per table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the Municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	5	X		X
Outside the boundaries of the Municipality, but within the West Rand District Municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	3	X		X
Within the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	2	X		X
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	0	X		X
Youth enterprise (enterprise owned by persons younger than 35 years). (Central Supplier Database will be utilized to verify youth-enterprise points of bidder)	2	X		X
Gender (woman owned enterprises). (Central Supplier Database will be utilized to verify women-owned enterprise points of bidder)	3	X		X

**Documents Collection:** Documents can be downloaded from the e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za).

Technical Enquiries: [scmenquiries@mogalecity.gov.za](mailto:scmenquiries@mogalecity.gov.za)

**Box**

Venue: Bid boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

**A. MANDATORY DOCUMENTS**  
**(IF NOT PROVIDED, THE BID WILL BE INSTANTLY DISQUALIFIED)**

1. Service provider/s must complete and sign compulsory briefing session attendance register. No bids will be considered from Service provider/s who did not attend the Compulsory Briefing Session and completed the attendance register.
2. Completed and Signed Schedule of Pricing as issued in the document. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by initialing each and every alteration. The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.
3. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
4. Any bidder who formally indicates an intention or interest to bid for both Component A and Component B will be deemed non-responsive to this specific condition and shall be immediately disqualified from the entire tender process. Bidders must select only one component to tender for.
5. Mogale City Local Municipality will not accept any bid document with missing pages.

**FAILURE TO ADHERE TO ANY OF THE ABOVE WILL RESULT IN THE BID NOT BEING FURTHER EVALUATED.**

**B. ESSENTIAL DOCUMENTS**  
**(NO AWARD WILL BE MADE IF ANY OF THE INFORMATION/DOCUMENTATION LISTED BELOW IS NOT COMPLIED WITH OR SUBMITTED).**

6. Completed and signed Municipal Bidding Documents:
  - 6.1 MBD 1: Invitation to tender.
  - 6.2 MBD 4: Declaration of Interest.
  - 6.3 MBD 5 Declaration of procurement above R10 Million (vat included).
  - 6.4 MBD 6.1 Preferential Points.
  - 6.5 MBD 8: Declaration of Service provider/s past supply chain management practices.
  - 6.6 MBD 9: Certificate of independent bid determination.

**NOTE:** The above documents must be submitted on the official and original forms of Mogale City and must not be re-typed or scanned or completed electronically i.e. must not be typed in. They must be completed in black ink, handwritten. Bids completed in pencil or any erasable pen will be regarded as invalid.

**FAILURE TO ADHERE TO ANY OF THE ABOVE WILL RESULT IN THE BID NOT BEING FURTHER EVALUATED.**

7. Submit Central Supplier Database (CSD) Registration Report or Summary Report.

**MUNICIPAL RATES AND TAXES OR MUNICIPAL SERVICE CHARGES**

8. The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.
9. If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).
10. If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business or director(s).
11. If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account,
  - 12.1 The bidding entity and its director(s) must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor or delegate/tribal authority with contact details which is not older than three (3) months.
12. If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services.
  - 12.1 The bidding entity and its director(s) must submit an original Sworn Affidavit by the property owner.
13. If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.
14. If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from The Trustee(s) must be furnished explaining that factor/relationship.
15. If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.
16. Copies of director's ID.
17. Bids must be submitted in original document.

**C. TENDER CONDITIONS  
(FAILURE TO COMPLY WITH THESE CONDITIONS SHALL RESULT IN DISQUALIFICATION)**

18. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016.
19. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.

20. Bids by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
21. No electronic signature will be accepted in the bidding document. The bidder's signature must always be signed by hand in black ink.
22. No late tender will be accepted.
23. Telefax or e-mail bids will not be accepted.
24. All bids must be submitted on the official and original forms and must not be re-typed or typed or scanned. Bids must only be submitted on the bid documents as provided by Mogale City Local Municipality.
25. Bids must be completed in black ink, handwritten and must not be typed.
26. The use of tipp-ex is not allowed on the bid documents.
27. Bids completed in pencil will be regarded as invalid bids.
28. No page(s) must be removed from the original tender document.
29. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the tender document.
30. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
31. The Municipality reserves the right to appoint and not to appoint.
32. The validity period for this tender is one hundred and twenty (120) days.
33. A Corporate Social Responsibility contribution of two (2) percent inclusive of 15% VAT will be levied on all companies/ service providers appointed as successful Service provider/s if such company(s)/service provider(s) are not based in the area of jurisdiction of Mogale City.
34. The Municipality reserves the right to negotiate a fair market related price with recommended Service provider/s after a competitive bidding process or price quotation.
35. All tender prices must be inclusive of VAT for all registered VAT vendors.

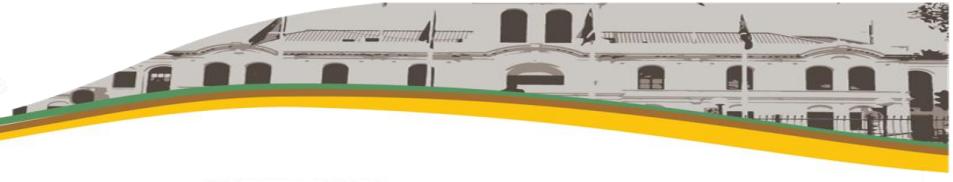
**REGISTRATION AS A VAT VENDOR**

- 35.1 Non-VAT vendors do not have to include VAT in their bid prices, however they must submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in their price quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

- 35.2 The award of contract would be (for non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 35.3 In all instances where the bidder has excluded VAT from the prices quoted, if the bidder is successful, the letter of appointment will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 35.4 34.4 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

- 36. All bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 37. Bids will be opened immediately after the closing date and time in a venue to be indicated.
- 38. No bids will be accepted from persons in the service of state as it is defined in the Municipal Finance Management Act and Regulations.
- 39. The Supply Chain Management Policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action. All objections or complaints should be submitted via email to [SCMEnquiries@mogalecity.gov.za](mailto:SCMEnquiries@mogalecity.gov.za).
- 40. Tender documents may be downloaded from e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) as well as [www.mogalecity.gov.za](http://www.mogalecity.gov.za).

#### **OFFICE OF THE MUNICIPAL MANAGER**



#### **T2.2.4 MCLM 2% CORPORATE SOCIAL RESPONSIBILITY**

##### **Mogale City Corporate Social Responsibility**

In terms of Mogale City Corporate Responsibility, non-Mogale City based Services Providers will contribute two (2) percent of the Contract value to Mogale City.

Please provide your registered address: .....

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

Please indicate if you are a Mogale based:

<b>YES</b>	<b>NO</b>
------------	-----------

If not Mogale City based, a person duly authorized by the bidder must complete and sign the declaration herewith in detail.

##### **Declaration by Bider**

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

Signed

Date

.....  
Name

.....  
Position

.....  
Bidding  
Entity



## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>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.

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

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED),  
BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

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

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

.....

**YES/NO**

.....

.....

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

**YES/NO**

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

2.2 If yes, provide particulars.

.....

.....

.....

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

**YES/NO**

3.1 if yes, furnish

.....

.....

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

YES/NO

4.1 If yes, furnish particulars

.....  
.....

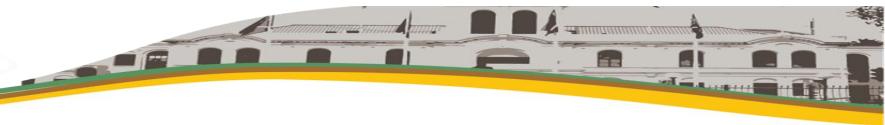
### CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

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

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

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



MBD 6.1

## MOGALE CITY LOCAL MUNICIPALITY

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to bid:

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

1.2 The applicable preference point system for this bid is the 90/10 preference point system.

1.3 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a 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 organ of state.

## 2. DEFINITIONS

- (a) “**bid**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**bid for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) “**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;
- (g) “**consortium or joint venture**” means an association of person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) “**contact**” means the agreement that results from the acceptance of a bid by an organ of state;
- (i) “**EME**” means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) “**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, the execution of the contract;
- (k) “**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;
- (l) “**non-firm prices**” means all prices other than “firm” prices;
- (m) “**person**” includes a juristic person;
- (n) “**QSE**” means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (o) “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;
- (p) “**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
- (q) “**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 Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) “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.

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

**Note to Service provider/s: The bidder must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the Municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	5	X		X
Outside the boundaries of the Municipality, but within the West Rand District Municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	3	X		X
Within the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	2	X		X
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	0	X		X
Youth enterprise (enterprise owned by persons younger than 35 years). (Central Supplier Database will be utilized to verify youth-enterprise points of bidder)	2	X		X
Gender (woman owned enterprises). (Central Supplier Database will be utilized to verify women-owned enterprise points of bidder)	3	X		X

## 5 DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2 VAT registration number: .....

5.3 Company registration number: .....

### 5.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

### 5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

### 5.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

### 5.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

5.8 Total number of years the company/firm has been in business:.....

5.9 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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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.

## 5 Previous experience

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

**6** Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

**7. Infrastructure and resources available to execute this contract**

**7.1 Physical facilities**

Description	Address	Area (m <sup>2</sup> )

**7.2 Plant and equipment**

<b>Description: Plant and equipment owned (or to be rented)</b>	<b>Number of units</b>

**7.3 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.**

Name	Date/Position Occupied in Enterprise	ID Number (please attach copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/enterprise owned
							<b>Total</b>	<b>100%</b>

**7.4 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.**

Full Name	Identity (ID) Number (please attach copies of ID's)	% of business/enterprise owned	Residential address

## 8 AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on \_\_\_\_\_ 20 \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

has been duly authorized to sign all documents in connection with the bid for

Bid \_\_\_\_\_ No \_\_\_\_\_

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY \_\_\_\_\_

IN HIS CAPACITY AS \_\_\_\_\_ CAPACITY AS

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_

2 \_\_\_\_\_

9. 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:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) 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(S) OF BIDDER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....



**MBD 8**

## **MOGALE CITY LOCAL MUNICIPALITY**

### **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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY  
**THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND  
 CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
 FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER NO. IEM (IWM) 06/2026: TENDERS ARE HEREBY INVITED FROM EXPERIENCED SERVICE PROVIDER/S FOR RENDERING COMPREHENSIVE WASTE COLLECTION AND REMOVAL SERVICES, INCLUDING THE PROVISION OF TRUCKS, IN SPECIFIED AREAS OF MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

in response to the invitation for the bid made by: **MOGALE CITY LOCAL MUNICIPALITY**

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

\_\_\_\_\_  
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

---

**GENERAL CONDITIONS OF CONTRACT**

**THE NATIONAL TREASURY**

**Republic of South Africa**



**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
JULY 2010**

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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**  
July 2010

**THE NATIONAL TREASURY: Republic of South Africa 2**

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**  
**THE NATIONAL TREASURY: Republic of South Africa 3**  
**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.
- "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.
- "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Service provider/s (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 have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

## **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is granted upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-

mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Bid 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. Antidumping and countervailing duties and rights**

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

#### **25. Force Majeure**

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

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

## **28. Limitation of Liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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

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

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

## **33. Transfer of contracts**

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

## **34. Amendment of contracts**

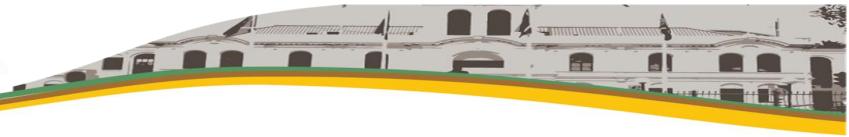
34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend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

**35. Prohibition of restrictive practices:**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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



## **SERVICE PROVIDER/S TO BE EVALUATED ON FUNCTIONALITY**

(1) An organ of state must state in the bid documents if the bid will be evaluated on functionality.

(2) The evaluation criteria for measuring functionality must be objective.

(3) The bid documents must specify-

- (a) the evaluation criteria for measuring functionality;
- (b) the points for each criteria and, if any, each sub-criterion; and
- (c) the minimum qualifying score for functionality.

(4) The minimum qualifying score for functionality for a bid to be considered further-

- (a) must be determined separately for each bid; and
- (b) may not be so
  - (i) low that it may jeopardise the quality of the required goods or services; or
  - (ii) high that it is unreasonably restrictive.

(5) Points scored for functionality must be rounded off to the nearest two decimal places.

(6) A bid that fails to obtain the minimum qualifying score for functionality as indicated in the bid documents is not an acceptable bid.



**TENDERS ARE HEREBY INVITED FROM EXPERIENCED SERVICE PROVIDER/S FOR RENDERING COMPREHENSIVE WASTE COLLECTION AND REMOVAL SERVICES, INCLUDING THE PROVISION OF TRUCKS, IN SPECIFIED AREAS OF MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

## **1. PURPOSE**

Mogale City Local Municipality (MCLM) hereby invites suitable and experienced service provider(s) to submit bids for the provision of comprehensive waste collection and removal services, including the provision of trucks, in specified areas of Mogale City Local Municipality for a period of thirty-six (36) months. The purpose of this tender is to formally initiate a procurement process that will lead to the appointment of service providers capable of executing the full Scope of Work (SoW) and adhering to the Service Level Agreement (SLA).

The ultimate objective of MCLM in issuing this tender is to secure a reliable, high-quality, and consistent waste collection service that meets the non-negotiable standards set by the Municipality and ensures the satisfaction of all residents and customers within the Mogale City jurisdiction. This requires successful bidders to commit to strict legal compliance with all governing regulations, including national standards, provincial directives, and the critical MCLM-specific municipal policies and by-laws.

Furthermore, this tender aims to ensure the professional integrity and resource suitability of the chosen partner. Bidders must demonstrate the capacity to deploy robust, well-maintained equipment and professional personnel who commit to interacting with the community in a dignified and courteous manner. Ultimately, MCLM seeks a partner who can execute all duties efficiently, minimize public nuisance, and maintain public trust while fulfilling the specific operational requirements defined by the Municipality.

## **2. BACKGROUND**

Mogale City Local Municipality (MCLM), often referred to as the "City of Human Origin," is strategically positioned within the rapidly growing West Rand District of Gauteng. As a mixed-development area encompassing both established urban centres, townships and developing informal and rural settlements, MCLM faces the complex challenge of providing equitable, reliable, and high-quality essential services to a diverse and expanding population.

MCLM's vision is centered on Quality Service Delivery for all in a prosperous Mogale City. The provision of efficient solid waste management is not merely a statutory obligation under the National Environmental Management: Waste Act (No. 59 of 2008), but a fundamental strategic objective to ensure a clean and healthy environment that supports economic growth, tourism, and superior quality of life. Current realities, including service backlogs in developing areas, inconsistent service provision due to fleet challenges, and the increasing pressure from urbanization, necessitate a radical and sustainable improvement to the waste collection model.

This tender is driven by the Municipality's commitment to achieving demonstrably high customer satisfaction among all residents and businesses. A clean environment, free of litter and illegal dumping, is paramount to MCLM's social contract with its community. Therefore, the appointed service provider(s) must commit not only to executing scheduled collections flawlessly but also to promoting community respect and maintaining professional standards during all interactions. The project is designed to facilitate the progressive improvement and expansion of waste collection to newly developed areas, addressing historical service imbalances and ensuring a comprehensive service for the entire city.

MCLM is dedicated to providing value for money in its waste management services. This requires a solution underpinned by fit-for-purpose vehicles, equipment, and tools that are efficient, reliable, and minimize operational downtime and environmental impact. This tender's two main components, covering both comprehensive service execution and the essential provision of a reliable fleet for MCLM's internal teams, reflects a modern, agile approach to managing municipal assets and operational risk. Furthermore, MCLM is committed to integrating the informal sector, requiring the successful bidders to incorporate the operations of local waste pickers into the collection model, in line with national integration strategies, thus fostering a more inclusive and circular economy within the city.

This procurement represents a crucial step in transforming Mogale City's waste management system into a proactive, efficient, and reliable public service and seeks to address primary service delivery deficits which include:

- Service Backlogs and Inequality: Addressing the historic inequality in service provision, particularly the lack of refuse removal services in informal settlements and certain rural areas, where skip containers and 240-liter bins are urgently needed.
- Operational Inconsistency: Counteracting the existing problem of inconsistent waste collection services, often linked to an insufficient budget and frequent breakdowns of the ageing internal fleet.
- Environmental Degradation: Combating the widespread challenges of illegal dumping and littering, which contribute to environmental pollution, vermin infestation, blocked stormwater drains, and general unsightliness, thereby impacting public health and community pride.
- Waste Diversion and Minimization: Aligning with national goals by requiring measures to address uncontrolled generation of waste and promoting compliance with waste minimization, sorting, separation, reuse, recovery, and recycling initiatives among residents and businesses.

### **3. OBJECTIVES**

The objectives for this 36-month comprehensive waste collection and removal services project are to:

- 3.1 Implement a Progressive and Comprehensive Waste Collection System: Successfully roll out the new waste collection system over the 36-month period, ensuring continuous improvement, efficiency, and reliability in service delivery to all residents and businesses within Mogale City Local Municipality.
- 3.2 Achieve Service Expansion: Progressively expand waste collection services into newly developed or previously underserved areas within Mogale City's jurisdiction.
- 3.3 Ensure Operational Continuity: Execute the implementation phase with minimal to no disruption to current waste collection services, thereby maintaining reliable and efficient service delivery throughout the project lifecycle.
- 3.4 Integrate Informal Waste Pickers: Incorporate waste pickers operating within the catchment area into the project's operational model, aligning with the national waste picker integration strategy.
- 3.5 Maximize Customer Satisfaction and Community Relations: Prioritize and maintain the highest level of community respect and engagement throughout the project's execution to ensure high customer satisfaction and public trust.
- 3.6 Maintain Structured Implementation: Adhere to the established project plan, which outlines each phase of work, associated activities, and corresponding timelines, to ensure timely and effective implementation.

## 4. SCOPE OF WORK

The successful service provider(s) will be held fully accountable for achieving a set of critical services throughout the 36-month project duration, recognizing that this tender is structured into two distinct service components. These outcomes must consistently meet specified quality standards, align with departmental requirements, and actively support the Municipality in achieving its overarching goals for comprehensive waste management and service continuity.

**The key expectations and requirements for both service components include:**

### 4.1 Comprehensive Waste Collection Service (Component A)

- 4.1.1 Uninterrupted Collection Service: Ensuring the provision of an efficient, reliable, and continuous waste collection service across the entire Mogale City area, minimizing missed collections or operational disruptions.
- 4.1.2 Comprehensive Coverage: Guaranteeing that all designated residential, commercial, and public areas are covered, including the progressive integration of newly developed areas into scheduled routes.
- 4.1.3 Waste Picker Integration: Successfully implementing the operational model for integrating informal waste pickers as per the national strategy, ensuring fair inclusion and effective collaboration.
- 4.1.4 Regulatory Compliance: Delivering a service that strictly adheres to all national, provincial, and Mogale City bylaws, with robust internal checks to verify ongoing legal compliance.
- 4.1.5 Customer Satisfaction and Communication: Demonstrating the highest commitment to community respect, including the timely resolution of customer complaints and maintaining proactive, transparent communication.

### 4.2 Vehicle and Logistics Provision (Component B)

- 4.2.1 Provision of Suitable Fleet: Supplying the required number of fit-for-purpose waste collection trucks to the Municipality for use by Mogale City Local Municipality's (MCLM) in-house waste collection services.
- 4.2.2 Fleet Maintenance and Support: Ensuring all provided vehicles are fully maintained, fueled, operational, and meet all relevant safety and environmental standards throughout the 36-month period, minimizing MCLM operational downtime.

The appointed Service Provider(s) must demonstrate proven capacity to execute all assigned duties not only efficiently, but also in a strictly environmentally friendly manner (adhering to environmental protocols and minimizing pollution).

This is paramount to ensuring that the core objectives of the Mogale City Local Municipality, particularly those related to cleanliness, sustainability, and legal compliance, are consistently met.

## 4.3 REQUIREMENTS

**The appointed service provider/s will be required to deliver the following services:**

	ITEM	PROVISION AND SUPPLY OF WASTE MANAGEMENT SERVICES, AND TRUCKS
1.	<b>Geographical position</b>	<ul style="list-style-type: none"><li>• Service Providers will be required to undertake waste collection services within the MCLM area of jurisdiction.</li></ul>

ITEM	PROVISION AND SUPPLY OF WASTE MANAGEMENT SERVICES, AND TRUCKS
	<ul style="list-style-type: none"> <li>Service Providers may be instructed to transport waste for disposal outside MCLM area of jurisdiction.</li> </ul>
2. <b>Minimum vehicle specification</b>	<p><b>Minimum vehicle specification for Component A:</b></p> <ul style="list-style-type: none"> <li>Minimum of Eight (8x) 19m<sup>3</sup> or larger capacity compactor trucks with high rear-end 240l bin lifters and such compactors shall be delivered wet with labor, minimum GVM 28 000 kg and must not be older than one (1) year and/or with less than 40 000km in terms of mileage for each vehicle.</li> <li>Minimum of Two (2x) 16-Ton Roll on Roll off Trucks delivered wet, minimum GVM 28 000 kg and must not be older than one (1) year and/or with less than 40 000km in terms of mileage for each vehicle.</li> <li>Minimum of Two (2x) 16-Ton Skip Loader (Lift-On) Trucks delivered wet, minimum GVM 28 000 kg and not older than one (1) year and/or with less than 40 000km in terms of mileage for each vehicle.</li> <li>MCLM will determine the additional number of vehicle categories that may be required at the inception of the contract from the minimum of Eight (8x) 19m<sup>3</sup> or larger capacity compactor trucks with high rear-end 240l bin lifters and from the minimum of Two (2x) 16-Ton Roll on Roll off Trucks and a minimum of Two (2x) 16-Ton Skip Loader (Lift-On) Trucks, all delivered wet and all with labour.</li> </ul> <p><b>Minimum vehicle specification for Component B:</b></p> <ul style="list-style-type: none"> <li>Minimum of Seven (7x) 19m<sup>3</sup> compactors or larger capacity compactor trucks with high rear-end removable 240l bin lifters and all fitted with winch and such compactors shall be delivered wet, minimum GVM 28 000 kg and must not be older than one (1) year and/or with less than 40 000km in terms of mileage for each vehicle.</li> <li>Minimum of three (3x) 5-8 ton caged trucks with a crew cab or larger capacity caged truck with a crew-cab delivered wet, minimum GVM 9 600 kg and must not be older than five (5) years and/or with less than 80 000km in terms of mileage for each vehicle.</li> <li>Minimum of three (3x) 12m<sup>3</sup> compactor trucks, delivered wet, minimum GVM 14 000 kg and must not be older than three (3) years and/or with less than 80 000km in terms of mileage for each vehicle.</li> <li>All caged trucks and 12m<sup>3</sup> compactor truck shall be supplied wet generally without labour with specified labor required at a time determined by the municipality.</li> <li>MCLM will determine the additional number of vehicle categories that may be required at the inception of the contract from the minimum of Seven (7x) 19m<sup>3</sup> or larger capacity compactor trucks with high rear-end removable 240l bin lifters and all fitted with winch and such compactors shall be delivered wet and from the minimum of three (3x) 5-8 ton caged trucks with a crew cab or larger capacity caged truck with a crew-cab and from minimum of three (3x) 12m<sup>3</sup> compactor trucks all delivered wet.</li> </ul> <p><b>Other critical requirements applicable for both Component A and Component B:</b></p> <ul style="list-style-type: none"> <li>Requests for additional waste management equipment from the minimum that must be met on Component A and on Component B shall be made through a service request with required resources (such vehicles, labor, work tools etc.) clearly stipulated in such a service request.</li> </ul>

ITEM	PROVISION AND SUPPLY OF WASTE MANAGEMENT SERVICES, AND TRUCKS
	<ul style="list-style-type: none"> <li>On commencement of the contract, all vehicles must have a roadworthy certificate and thereafter as required by road traffic regulations.</li> <li>All contracted vehicles shall be registered as waste transporter in MCLM with this bid and on commencement of contract and the registration or license shall be kept valid throughout the period of the contract.</li> <li>All contracted vehicles shall NOT have any other branding except that of MCLM provided by MCLM Fleet Management Division. The LOGO stickers shall be affixed to the exterior panels of both the driver's and passenger's doors of the vehicles.</li> <li>Service provider's branding will only be used with the permission of the municipality for limited time (MCLM discourages the use of service provider branding for any municipal duties, and no political party branding is permitted.)</li> </ul>
3. <b>Vehicle replacement</b>	<ul style="list-style-type: none"> <li>A replacement vehicle(s) in the case of breakdown shall be availed within 2 hours by the service provider to avoid backlog.</li> <li>Should a backlog arise the service provider will be expected to work overtime at their own expense to complete the daily work assigned</li> <li>In a case where service is not rendered (be it a part of street or the entire area) as per schedule, a penalty/fine of R80 000 will be deducted from the service provider's invoice per day of inefficient/non-compliance except for when there's a strike/unrest or public protest.</li> </ul>
4. <b>Estimated Growth of Points – Expansion Framework</b>	<p>Annual Service</p> <p>The service provider shall accommodate growth in households, customers, or service points in accordance with the following annual growth ranges:</p> <ul style="list-style-type: none"> <li>Where annual growth is 0 to 499 new service points, the service provider shall absorb the additional workload and provide services at no additional cost to the Municipality.</li> <li>Where annual growth is 500 to 1,199 new service points, the service provider shall absorb services/service points without additional vehicle allocations, but may adjust routes and operational resources at no additional cost to the Municipality.</li> <li>Where annual growth reaches 1,200 or more new service points, the Municipality shall fund the provision of one (1) additional waste collection vehicle and/or equivalent operational capacity to support the expanded service area.</li> </ul>
5. <b>Vehicle inspection</b>	<ul style="list-style-type: none"> <li>MCLM shall conduct inspections of vehicles on ad hoc basis.</li> <li>Should it be found that any vehicle is not capable or unsatisfactorily performing its duties including meeting all occupational health and safety requirements and roadworthy conditions, MCLM shall expect replacement of such a truck within 2 hours</li> <li>A notice of immediate replacement will be issued for any vehicle that is non-compliant and failure to comply will result in initiation of dispute resolution process.</li> </ul>
6. <b>Required services/Deliverables</b>	<ul style="list-style-type: none"> <li>The area serviced must be kept clean at every collection point and no visible litter or oil spillage will be acceptable</li> <li>The service provider must adhere to prescribed weekly Schedule and be consistent to time lines.</li> <li>Completing daily assigned rounds as per schedule</li> <li>Waste containers shall be serviced and returned to collection point in an upright state.</li> </ul>

ITEM	PROVISION AND SUPPLY OF WASTE MANAGEMENT SERVICES, AND TRUCKS
	<ul style="list-style-type: none"> <li>Should a container be damaged during service, such a container will be replaced at the cost of the service provider</li> <li>The service providers shall coordinate and direct the waste pickers to maintain good working relationship with waste pickers to ensure they co-exist in the operational area.</li> </ul>
7. <b>Waste collection and transportation to approved landfill site</b>	<ul style="list-style-type: none"> <li>The service provider shall dispose of all the collected waste at the Luipaardsvlei Landfill Site and Rand West as the official approved and allocated waste disposal facilities.</li> <li>Where the service provider is required to travel to any other landfill site and as instructed by the municipality, the rates per km (based on the applicable AA rates) for additional kilometers shall apply, these rates shall be applicable from the exit point/boundaries of the MCLM.</li> <li>Vehicles shall comply with all municipal by-laws, procedures and instructions, including those protocols and instructions that may be issued during the contract which do not negatively affect the SLA (waste transporters license/permit to be issued by the Mogale City Local Municipality upon payment of an applicable fee).</li> <li>The service provider might be requested to dispose off waste at other landfill sites other than the two specified and approved landfill site.</li> </ul>
8. <b>Recruitment of general workers and drivers, team leaders and supervisors</b>	<ul style="list-style-type: none"> <li>Local Recruitment Obligation: All project personnel shall be recruited exclusively from within the Mogale City Local Municipality (MCLM) jurisdiction, in line with Municipal policy and local economic development objectives.</li> <li>Proof of Residence and Compliance Audits: To ensure compliance with local recruitment requirements, the service provider shall, upon request by the Municipality and without prior notice, submit verifiable proof of residence for all employees. The Municipality reserves the right to conduct audits of employee records at any time during the contract period.</li> <li>Prescribed Staffing Ratios per Vehicle Category (Component A) Bidders must comply with the minimum staffing requirements per vehicle type as follows: <ul style="list-style-type: none"> <li>19m3 compactor Truck: 1x Driver and 6x Crew members</li> <li>Roll on Roll Off Truck: 1x Driver and 1 x Assistant</li> <li>Skip Loader Truck: 1 X Driver and 1 x Assistant</li> </ul> </li> </ul>
9. <b>8-hour shift</b>	<ul style="list-style-type: none"> <li>The service providers are required to work a full standard shift of eight (8) hours per working day.</li> <li>Should operational necessity require the use of trucks or personnel beyond the standard eight (8) hour shift, overtime work is strictly conditional.</li> </ul>
10. <b>Public holidays</b>	<ul style="list-style-type: none"> <li>Refuse collection shall be carried out every weekday (Monday to Friday).</li> <li>This includes public holidays that fall on any of those weekdays (Monday to Friday), unless the Municipality formally communicates an alternative schedule or postponement.</li> </ul>
11. <b>Emergency services</b>	<p>Emergency Services (Outside Jurisdiction):</p> <ul style="list-style-type: none"> <li>Services designated as "Emergency Services" shall adhere to the same scope of work and operational standards as the primary MCLM contract but will only apply when such service is formally requested by the Municipality to be conducted outside MCLM's area of jurisdiction.</li> </ul>

ITEM	PROVISION AND SUPPLY OF WASTE MANAGEMENT SERVICES, AND TRUCKS
	<p>Emergency Services (Within Jurisdiction):</p> <ul style="list-style-type: none"> <li>The service provider may be requested by the Municipality to perform any service on emergency basis but is not limited to, tasks defined by the Municipality as part of refuse removal services which include litter picking, cleaning, street sweeping, and the removal of animal carcasses. Compensation for these emergency services will be handled as per the rates or mechanism defined in the Service Level Agreement (SLA).</li> </ul>
12. <b>Overtime</b>	<ul style="list-style-type: none"> <li>Overtime must be specifically requested and formally authorized in writing by the Mogale City Local Municipality prior to commencement.</li> <li>The Municipality will only compensate for overtime that it has approved.</li> </ul>
13. <b>Waste Transporter's License/permit</b>	All vehicles shall have a valid waste transporter's license/permit issued by the municipality with bid and upon commencement and duration of the contract.
14. <b>Occupational Health and Safety</b>	<p>The service provider shall ensure the following regarding its employees:</p> <ul style="list-style-type: none"> <li>Provide every appointed employee with a full set of appropriate PPE.</li> <li>Ensure that all employees wear the full, required PPE throughout their entire shift.</li> <li>No employee is permitted to wear political party regalia or labour union attire while on duty during working hours.</li> </ul> <p>In terms of Safety File:</p> <ul style="list-style-type: none"> <li>The appointed service provider/s shall compile a complete Occupational Health and Safety (OHS) file and submit it to the Municipality before the commencement of the contract and/or whenever required by MCLM.</li> <li>The safety file must be made available to officials of the Municipality immediately upon demand.</li> <li><b>Non-Compliance and Penalties:</b> Should the Municipality identify non-compliance matters, they shall be formally communicated. If corrective measures are not implemented within the specified timeframe, the service provider shall be given notice of immediate termination of the contract.</li> </ul>
15. <b>Environmental Awareness Programme</b>	<ul style="list-style-type: none"> <li>The successful service provider(s) must demonstrate commitment to the Municipality's sustainability goals and social mandates.</li> <li>The provider(s) will be required to assist the Municipality with waste minimization projects, initiatives, and campaigns, and must actively participate in and support waste sorting and recycling initiatives.</li> <li>The service provider shall accommodate the operations of informal waste pickers and actively work to ensure the co-existence of both formal and informal operations without conflict in the operational area.</li> </ul>

## 5 MANDATORY SINGLE COMPONENT SELECTION

**5.1** Any bidder who formally indicates an intention or interest in bidding for both Component A and Component B will be deemed non-responsive to this specific condition and shall be immediately disqualified from the entire tender process. **Bidders must select only one component to tender for.**

**5.2** As per the Special Conditions, bidders must select **EITHER Component A OR Component B** to tender for. Bidding for both components will result in mandatory disqualification. Please mark the box corresponding to your chosen component with an 'X'.

Component No.	Description	Bidder's Selection (Mark 'X')
A	<b>Comprehensive Waste Collection Service</b> (Including Service Execution, Cleaning, and Waste Picker Integration)	
B	<b>Vehicle and Logistics Provision</b> (Supply and Maintenance of Fleet for MCLM's Use)	

### Declaration of Single Component Submission

I/We, the undersigned, hereby declare that this bid submission is only for the component marked above and fully acknowledge that marking both components or submitting separate bids for both will automatically render this entire submission non-responsive and subject to mandatory disqualification.

Name of Bidding Company:	
Name of Representative:	
Capacity:	
Signature:	
Date:	

## 6 MANDATORY REQUIREMENTS FOR COMPONENT A AND B

**6.1** Failure to meet these fundamental requirements will render the bid non-responsive and result in disqualification. Bidders must provide verifiable evidence of compliance with all conditions listed below by the closing date and time.

	Special Condition	Requirements and Purpose	Applicability	
			Component A	Component B
1	Valid Waste Transporter's Permit	Bidders must submit a valid Mogale City Waste Transporter's Permit for the specified vehicle classes with the bid.	X	X
2	Guaranteed Insurance Coverage	Bidders must provide proof of the following three insurance policies with this bid and be kept valid for the full 36-month term with the bid: <ul style="list-style-type: none"> <li>• Public Liability Insurance: Proof of cover (minimum R20,000,000) for damages/injury caused to third parties by the service provider's operations.</li> <li>• Professional Indemnity Insurance: Proof of cover (minimum R10,000,000) for financial losses arising from claims of professional negligence or error.</li> <li>• Comprehensive Motor Vehicle Insurance (Fleet): Proof of cover for all vehicles (Component A and B), listed on the Schedule of Insurance, ensuring adequate cover for replacement cost (minimum R10,000,000).</li> </ul>	X	X
3	Financial Stability Guarantee (Performance Bond)	Bidders must provide with this bid a signed Letter of Intent for a Surety Bond or Performance Guarantee from a reputable insurance or financial institution registered as an accredited financial services providers, valued at 10% of the total contract value, valid for the duration of the contract.	X	X
4	Municipal Performance Certificate	Bidders must provide a Contract Performance Certificate issued by a South African Municipality confirming satisfactory performance or successful completion of a contract of similar scope (waste collection/fleet provision) issued to the bidder within the last two years (2) years with the bid.  <b>NB: Reference letters will not be accepted</b>	X	X
5	Industry Body Membership	The bidder must provide proof of a valid and current/active, paid-up membership with the IWMSA (Institute of Waste	X	X

	Special Condition	Requirements and Purpose	Applicability	
			Component A	Component B
		Management of Southern Africa) with the bid.		
		The bidder must provide proof of valid/current, paid-up membership with SAVRALA (Southern African Vehicle Rental and Leasing Association) Membership Certificate (for either the main contracting entity or the dedicated third-party partner) responsible for the long-term leasing, maintenance, and reliable provision of the fleet specified.	N/A	X
6	Accredited Quality Management System (QMS)	The bidder must submit valid proof (in the name of the bidder) of an internationally recognized Quality Management System (QMS), specifically a valid ISO 9001 certification with the bid.  <b>NB: Only valid ISO 9001 in waste management and waste collection services will be acceptable.</b>	X	N/A
7	Environmental Management System (EMS)	The bidder must submit proof of an accredited Environmental Management System, specifically a valid ISO 14001 certification with the bid.  <b>NB: Only valid ISO 14001 in waste management and waste collection services will be acceptable.</b>	X	N/A

## 7 SPECIAL CONDITIONS

**7.1** To ensure effective risk mitigation and encourage broad-based competition, the Municipality requires that Component A (Comprehensive Waste Collection Service) and Component B (Vehicle and Logistics Provision) be awarded to separate bidders.

### 7.2 Indemnity

The Service Provider must unconditionally agree to indemnify, hold harmless, and defend Mogale City Local Municipality (MCLM) and its officers, employees, agents, and representatives from and against the following damages, losses, and liabilities (hereinafter collectively referred to as "Liability") arising solely as a result of the negligence or fault of the Service Provider or its employees/agents in the execution of this Agreement:

**7.2.1 Non-Compliance with Laws:** Any Liability related to claims by governmental authorities or other third parties arising from the Service Provider's non-compliance with any Act of Parliament, law, ordinance, regulation, or by-law, provided that compliance with such was required for the execution of this Agreement.

- 7.2.2 Intentional or Negligent Acts: Any Liability arising directly from the intentional or negligent acts, or omissions to act, of the Service Provider or its employees/agents.
- 7.2.3 Injury, Death, or Damages to Third Parties:
  - o Any Liability arising from claims regarding the death of, or injury to, the Service Provider's employees or third parties due to the Service Provider's negligence.
  - o *(Note: The Service Provider holds MCLM harmless regarding MCLM's own employees, meaning this indemnity focuses on the Service Provider's negligence impacting others).*
- 7.2.4 Property Loss or Damage: Any Liability arising from any loss of, or damage to, property, including but not limited to Mogale City Local Municipality property and/or the property or equipment of the Service Provider itself.

### **7.3 Limitation of liability**

- 7.3.1 Notwithstanding anything else in the Agreement, the Municipality will not be liable to the Service Provider for any indirect or consequential loss or damage.
- 7.3.2 This specifically includes, but is not limited to, damages related to loss of profit, revenue, anticipated savings, business transactions, goodwill, or other contracts.
- 7.3.3 This exclusion applies whether the loss arises from the Municipality's negligence or its breach of contract.

### **7.4 Safety and security**

- 7.4.1 The Service Provider shall fully comply with the Municipality's safety and security policies, procedures and instructions at all times.
- 7.4.2 Without limiting the generality of the above, the Service Provider shall strictly comply with the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and all applicable regulations, standards and codes of practice.
- 7.4.3 The Service Provider shall be solely responsible for ensuring that all employees, subcontractors and agents engaged in terms of this contract are properly trained, equipped and supervised to perform their duties safely, and shall take all reasonable measures to prevent accidents, injuries and security breaches.
- 7.4.4 Failure to comply with these safety and security requirements may constitute a material breach of contract.

### **7.5 Compliance with Labour Legislation**

The appointment, employment and management of all personnel engaged under this contract shall strictly comply with all applicable South African labour legislation and regulations, including but not limited to the Basic Conditions of Employment Act (BCEA), the Labour Relations Act (LRA), relevant sectoral determinations, and any other statutory or regulatory frameworks governing employment within municipal service provision.

The service provider shall be solely responsible for ensuring full compliance with these legal requirements, and any non-compliance shall constitute a material breach of contract.

### **7.6 Regular audit**

- 7.6.1 The Municipality shall conduct quarterly audits, and may conduct additional audits at any time where it deems such action necessary, to assess the service provider's performance.
- 7.6.2 These audits shall focus on the service provider's full and strict compliance with the Service Level Agreement (SLA), contractual performance standards, and any lawful instructions, directives or requirements formally issued by the Municipality.
- 7.6.3 The service provider shall be required to cooperate fully with all audit processes and provide access to records, systems, personnel and sites as reasonably required by the Municipality.
- 7.6.4 Failure to comply with audit requirements may constitute a material breach of contract.

## **7.7 Project meetings**

- 7.7.1 The Employer (Municipality) shall be responsible for chairing and providing secretariat support for all project meetings, which shall be convened on an ad hoc basis or as and when required.
- 7.7.2 The Employer shall issue formal written notice to the Service Provider, providing reasonable notice of the meeting, including the date, time, venue (or virtual platform) and agenda.
- 7.7.3 Attendance by the Service Provider at such meetings shall be mandatory, unless prior written consent for absence is granted by the Employer. Failure to attend without valid cause may be regarded as a breach of contractual obligations.

## **7.8 Submission of reports**

- 7.8.1 The Service Provider shall submit such operational, performance and compliance reports as may be prescribed by the Municipality from time to time.
- 7.8.2 The Municipality shall determine the type, content, format and frequency of such reports, which may include, but shall not be limited to, weekly, monthly and quarterly reports.
- 7.8.3 Failure to submit reports within the prescribed timeframes may be regarded as non-performance in terms of this contract.

## **7.9 Turnaround (response time)**

- 7.9.1 The Service Provider shall be required to respond to the Municipality's instructions, service calls and emergency requests with immediate effect, and within reasonable and measurable response times, particularly in circumstances where service delivery may be disrupted, compromised, or placed at risk.
- 7.9.2 The Service Provider shall maintain adequate operational capacity to respond to emergency situations, system failures, or service disruptions without delay. Failure to respond timeously shall constitute a material breach of contract.

## **7.10 Service Request**

This section defines the official process by which the Municipality shall instruct the Service Provider to deploy operational resources and deliver services under Component A and Component B of the contract.

The Service Request shall constitute the formal, written instruction issued by the Municipality to the Service Provider, authorizing the mobilization and deployment of services, equipment and personnel. Such mobilization may include, but shall not be limited to:

- Waste collection vehicles, including various compactor trucks, roll-on roll-off trucks, skip loader trucks and trucks;
- Earth-moving and illegal dumping clearance equipment.
- Labour and operational support teams.

The Service Request shall clearly and explicitly specify the operational requirements, including:

- Duration of Work: The number of working days and hours to be performed, including any pre-approved overtime, weekend or public holiday work.
- Location of Work: The specific geographical areas, zones or service points within the Municipality where the services and resources are required.
- Deployment Timeframes: The exact date and time when services, equipment and personnel must be mobilised and made operational.

The Service Provider shall be obliged to comply with duly issued Service Requests in accordance with the terms and conditions of this contract, and any failure to timeously mobilise resources shall be regarded as non-performance.

## 8 TECHNICAL EVALUATION CRITERIA:

### 8.1 COMPONENT A

- 8.1.1 Functionality evaluation will be conducted in two (2) phases for Component A. The first phase will be based on the bidder's technical submission, the second phase on the inspection in loco for only shortlisted bidder(s) from phase one (1).
- 8.1.2 Bidders must achieve a minimum technical score of **45 out of 90 points** in Phase One for **Component A** to proceed to Phase Two. Failure to meet the minimum score for **any** technical criterion will result in disqualification from further evaluation.
- 8.1.3 The bidding companies who qualify for the second phase of the evaluation will be notified in advance of the date and time of the in loco inspection (Phase 2).
- 8.1.4 Bidder(s) will be required to achieve a minimum score of **45 points out of 90 points** for the in loco inspection for component A in order to proceed to the next stage and **not score 0 points** on any of the individual criterion for phase two.
- 8.1.5 Bidders must achieve a minimum overall functionality score of **90 out of 180 points** for Component A, and must not score zero (0) points on any individual criterion across all phases, in order to proceed to evaluation on price and specific goals.
- 8.1.6 **It is critical that bidders examine how the points will be allocated per item to avoid being disqualified if the information required is not explicit.**
- 8.1.7 The overall evaluation of the functional / technical evaluation criteria (Phase 1) detail of the bid and in loco inspection (Phase 2) will be based on the following criteria:

## PHASE ONE (1): TECHNICAL EVALUATION CRITERIA FOR COMPONENT A

- The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for phase two (2) of the evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.
- Failure to score the **minimum of 45 points** out of **90 points** will lead to non-compliance and bidder will be disqualified after this phase.
- A score of **zero (0)** in any criteria/sub-criteria will lead to disqualification of the bidder, regardless of the total or minimum points.

## COMPONENT A: TECHNICAL EVALUATION CRITERIA

Criterion	Description	Required Submissions	Scoring Guide	Max Points	Min Points
1. Company Experience	Verifiable record of contract/project management participation (either completed or on-going) in waste Collection projects.	Signed, dated and contactable appointment letters on a client's official letterhead with corresponding signed, dated and contactable reference letters on the client's official letterhead for completed or ongoing municipal projects/contracts in waste collection will be accepted.	<ul style="list-style-type: none"> <li>Less than two (2) Appointment Letters with less than two (2) corresponding reference letters: = 0 point</li> <li>Two (2) Appointment Letters with two (2) corresponding reference letters: = 15 points</li> <li>Three (3) or more Appointment Letters with three (3) or more corresponding reference letters: = 30 points</li> </ul> <p> <b>• NB: Only appointment letters and corresponding reference letters that are signed, dated, and contactable, and issued on the client's official letterhead, for completed or ongoing municipal waste collection projects or contracts, will be accepted.</b>  <b>• NB: Reference letters and appointment letters must not be older than eight (8) years.</b> </p>	30	15
2. Mandatory Fleet Package (Owned or Hired)	Possession of the required fleet as a single, compliant package (all owned or all hired).	<ul style="list-style-type: none"> <li>Owned vehicle/plant/equipment/fleet: Submit valid eNatis documents registered in the company's name or in the name of its Director/s, accompanied by date and time-stamped photographs of the odometer reading for each truck.</li> <li>Hired vehicle/plant/equipment/fleet: Submit a signed and dated letter of intent on the hiring company's official letterhead, listing all Vehicle/plant/equipment/fleet to hire/lease, accompanied by valid eNatis documents in the Hiring company's name; and date- and time-stamped photographs of the odometer reading for each truck.</li> </ul> <p> <b>• NB: Mixed fleets score zero.</b>  <b>• NB: Non-Compliant Age will score zero.</b>  <b>• NB: Non-compliant Kilometres will score zero.</b>  <b>• NB: All trucks submitted for this section must not be older than 1 year or 12 months and/or must not have more than 40 000km on the odometer reading for each truck to be considered at close of tender.</b> </p>	<p><b>Required Combination:</b></p> <ul style="list-style-type: none"> <li>Minimum of Eight (8x) 19m<sup>3</sup> or larger capacity compactor trucks with high rear-end 240l bin lifters with a minimum GVM 28 000 kg.</li> <li>Minimum of Two (2x) 16-Ton Roll on Roll off Trucks with a minimum GVM 28 000 kg.</li> <li>Minimum of Two (2x) 16-Ton Skip Loader (Lift-On) Trucks with a minimum GVM 28 000 kg.</li> </ul> <p><b>Scoring:</b></p> <ul style="list-style-type: none"> <li>100% Hired and Compliant: = 30 points</li> <li>100% Owned and Compliant: = 60 points</li> </ul>	60	30
<b>TOTAL</b>				<b>90</b>	<b>45</b>

- The purpose of the comparison is to ensure a meaningful evaluation; bidders are requested to furnish detailed information of substantiation of compliance to the evaluation criteria. The service provider should at least score the minimum of **45 points out of the 90 points** in order to be considered to the next evaluation phase.
- All information and particulars necessary to properly evaluate the tender must be furnished on submission. Incomplete particulars and documents required substantiating or insufficient documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.

### **IMPORTANT NOTES FOR TECHNICAL EVALUATION**

- a. Fleet Ownership or Leasing – Non-Negotiable Requirement: Bidders must submit fleet that is either entirely owned or entirely hired (leased) under each Component. Submissions containing a mixture of owned and hired units within the same Component will be regarded as non-compliant and will score zero for the relevant evaluation criterion.
- b. Vehicle Age and Mileage Compliance: Strict compliance with age and mileage limits is mandatory for all fleet submitted under both Component A and Component B. No deviations or exceptions will be considered.
- c. Mandatory Proof of Registration and Ownership:
  - For ownership of vehicle/plant: bidders must submit valid copies of vehicle registration documents (e.g. eNaTIS documents) to verify vehicle age and ownership details. Mogale City Local Municipality reserves the absolute right to independently verify the authenticity and validity of all submitted documentation directly through the eNaTIS system.
  - For leasing or intention to lease vehicle/plant: bidders must submit a signed and dated letter of intent on the hiring company's official letterhead, listing all vehicle/plant to hire/lease, accompanied by a valid eNatis document to verify vehicle age and ownership details. Mogale City Local Municipality reserves the absolute right to independently verify the authenticity and validity of all submitted documentation directly through the eNaTIS system. Mogale City Local Municipality reserves the absolute right to independently verify the authenticity and validity of all submitted documentation.
- d. Fraudulent Documentation – Immediate Disqualification: Any failure to submit the required documentation, or the submission of fraudulent, altered, or invalid documentation, will result in the immediate disqualification of the bid and may lead to referral to National Treasury for further corrective or legal action.
- e. Minimum Technical Scores – Per Criterion Enforcement: If a bidder scores zero (0) for any mandatory evaluation criterion, the bid shall be automatically rejected, even if the total minimum threshold scores are achieved.
- f. Minimum Threshold Scores per Component: Bidders must achieve at least the following minimums in order to proceed to the next phase of evaluation:
  - **45 out of 90 points for Component A**

## **PHASE TWO (2): TECHNICAL EVALUATION CRITERIA – COMPONENT A**

**NB: ONLY BIDS RESPONSIVE FOR PHASE 1 OF THE FUNCTIONALITY EVALUATION SHALL BE CONSIDERED FOR PHASE TWO (2).**

**The vehicle/plant/equipment/fleet inspection will be conducted for all the shortlisted bidders.**

### **Vehicle/plant/equipment/fleet Inspection Requirements**

- The required plant, equipment, and/or vehicles must be made available for physical inspection at the date, time, and venue specified by the Municipality.
- The inspection venue will be located within the jurisdiction of Mogale City Local Municipality.
- Only shortlisted bidders (those meeting initial compliance and responsiveness requirements) will be notified of the inspection details.
- Bidders are required to present the following documentation at the inspection site:
  - A valid copy of the eNatis document;
  - A signed and dated letter of intent on the hiring company's official letterhead confirming the vehicle/plant lease arrangement, accompanied by a valid copy of the eNatis document.
- All documentation presented in the plant/equipment and or vehicle inspection phase must be valid, legible, and correspond with the plant/equipment and or vehicle submitted with the bid document at the close of tender.

### **NB**

- **Failure to present the required vehicles for inspection, or to provide the mandatory documentation at the inspection venue, will result in immediate disqualification of the bidder.**
- **Where the vehicle has been involved in a total loss and verifiable documents/evidence of that total loss, the municipality will consider as acceptable a vehicle of similar specification, mileage and age.**
- **No late, substituted, or post-inspection submissions of documents will be accepted.**
- **The Municipality reserves the right to verify the authenticity of all documents and vehicle particulars submitted.**

**INSPECTION WILL BE BASED ON THE FOLLOWING:****COMPONENT A – Fleet Inspection & Compliance Table**

ITEM NO	VEHICLE TYPE	MINIMUM QTY REQUIRED	REQUIRED CAPACITY / SPECIFICATION	MINIMUM GVM	MAXIMUM VEHICLE AGE	MAXIMUM MILEAGE
1	Compactor Truck with High Rear-End 240L Bin Lifters	8	$\geq 19m^3$ Compactor	$\geq 28,000$ kg	$\leq 1$ Year	< 40,000 km
2	Roll-On Roll-Off Truck	2	16-Ton Roll-Off	$\geq 28,000$ kg	$\leq 1$ Year	< 40,000 km
3	Skip Loader (Lift-On) Truck	2	16-Ton Skip Loader	$\geq 28,000$ kg	$\leq 1$ Year	< 40,000 km

## COMPONENT A: EVALUATION AND SCORING CHECKLIST

### In Loco Inspection:

- Bidders must meet a **minimum of 45 points** out of **90 points**.
- Service provider/s will be advised through written communication about the inspection and verification date and time. The bidder who fails to meet the requirements of the physical verification shall be disqualified.

#	Vehicle Type & Specification	Qty Required	Min GVM (kg)	Ownership <input type="checkbox"/> Owned <input type="checkbox"/> Hired	Reg / VIN No.	Odometer Photo Verified <input type="checkbox"/> Yes <input type="checkbox"/> No	Docs Provided <input type="checkbox"/> Reg Papers <input type="checkbox"/> Lease <input type="checkbox"/> Intent	Condition <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Compliance <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> None	Scoring Criteria	Score (Max)	Score (Min)	Inspector Remarks
1	Compactor Trucks (19m <sup>3</sup> or larger)Rear-end 240L bin lifters	8	≥ 28,000							<ul style="list-style-type: none"> <li>• 100% Owned &amp; Compliant = 30 pts</li> <li>• 100% Hired &amp; Compliant = 15 pts</li> <li>• Non/Partial = 0 pts</li> </ul>	30	15	
2	16-Ton Roll on Roll off Trucks	2	≥ 28,000							<ul style="list-style-type: none"> <li>• 100% Owned &amp; Compliant = 30 pts</li> <li>• 100% Hired &amp; Compliant = 15 pts</li> <li>• Non/Partial = 0 pts</li> </ul>	30	15	
3	16-Ton Skip Loader Trucks	2	≥ 28,000							<ul style="list-style-type: none"> <li>• 100% Owned &amp; Compliant = 30 pts</li> <li>• 100% Hired &amp; Compliant = 15 pts</li> <li>• Non/Partial = 0 pts</li> </ul>	30	15	
<b>TOTAL POINTS</b>											<b>90</b>	<b>45</b>	

### TOTAL POINTS FOR COMPONENT A

	Maximum Points	Minimum Points
Phase 1	90	45
Phase 2	90	45
<b>Grand Total</b>	<b>180</b>	<b>90</b>

**TECHNICAL EVALUATION CRITERIA:**  
**8.2 COMPONENT B**

- 8.2.1 Functionality evaluation will be conducted in two (2) phases for Component B. The first phase will be based on the bidder's technical submission, the second phase on the inspection in loco for only shortlisted bidder(s) from phase one (1).
- 8.2.2 Bidders must achieve a minimum technical score of **30 out of 60 points** in Phase One for **Component B** to proceed to Phase Two. Failure to meet the minimum score for **any** technical criterion will result in disqualification from further evaluation.
- 8.2.3 The bidding companies who qualify for the second phase of the evaluation will be notified in advance of the date and time of the in loco inspection (Phase 2).
- 8.2.4 Bidder(s) will be required to achieve a minimum score of **30 points out of 60 points** for the in loco inspection for component B in order to proceed to the next stage and **not score 0 points** on any of the individual criterion for phase two.
- 8.2.5 Bidders must achieve a minimum overall functionality score of **60 out of 120 points** for Component B, and must not score zero (0) points on any individual criterion across all phases, in order to proceed to evaluation on price and specific goals.
- 8.2.6 **It is critical that bidders examine how the points will be allocated per item to avoid being disqualified if the information required is not explicit.**
- 8.2.7 The overall evaluation of the functional / technical evaluation criteria (Phase 1) detail of the bid and in loco inspection (Phase 2) will be based on the following criteria:

## PHASE ONE (1): TECHNICAL EVALUATION CRITERIA FOR COMPONENT B

- The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for phase two (2) of the evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.
- Failure to score the **minimum of 30 points** out of **60 points** will lead to non-compliance and bidder will be disqualified after this phase.
- A score of **zero (0)** in any criteria/sub-criteria will lead to disqualification of the bidder, regardless of the total or minimum points.

COMPONENT B: TECHNICAL EVALUATION CRITERIA

Criterion	Description	Required Submissions	Scoring Guide	Max Points (Weight)	Min Points Weight)
1. Company Experience	Verifiable record of contract/project management participation (either completed or on-going) in waste Collection projects.	Signed, dated and contactable appointment letters on a client's official letterhead with corresponding signed, dated and contactable reference letters on the client's official letterhead for completed or ongoing municipal projects/contracts in waste collection will be accepted.	<ul style="list-style-type: none"> <li>Less than two (2) Appointment Letters with less than two (2) corresponding reference letters: = 0 point</li> <li>Two (2) Appointment Letters with two (2) corresponding reference letters: = 10 points</li> <li>Three (3) or more Appointment Letters with three (3) or more corresponding reference letters: = 20 points.</li> </ul> <p> <b>NB:</b> Only appointment letters and corresponding reference letters that are signed, dated, and contactable, and issued on the client's official letterhead, for completed or ongoing municipal waste collection projects or contracts, will be accepted.  <b>NB:</b> Reference letters and appointment letters must not be older than eight (8) years.     </p>	20	10
2. Mandatory Fleet Package (Owned or Hired)	Possession of the required fleet as a single, compliant package (all owned or all hired).	<ul style="list-style-type: none"> <li>Owned Vehicle/plant/equipment/fleet: Submit valid eNatis documents registered in the company's name or in the name of its Director/s, accompanied by date- and time-stamped photographs of the odometer reading for each truck.</li> <li>Hired Vehicle/plant/equipment/fleet: Submit a signed and dated letter of intent on the hiring company's official letterhead, listing all Vehicle/plant/equipment/fleet to hire/lease, accompanied by valid eNatis documents in the Hiring company's name; and date- and time-stamped photographs of the odometer reading for each truck.</li> </ul>	<p><b>Required Combination:</b></p> <ul style="list-style-type: none"> <li>Minimum of Seven (7x) 19m<sup>3</sup> compactors or larger capacity compactor trucks with high rear-end removable 240l bin lifters and all fitted with winch and a minimum GVM 28 000 kg.</li> <li>Minimum of Three (3x) Caged 5 to 8-ton trucks capacity caged trucks with crew-cab with a minimum GVM 8000 kg.</li> <li>Minimum of Three (3) 12m<sup>3</sup> Compactor rear-end loader compactor trucks with a minimum GVM 14 000kg.</li> </ul> <p><b>Scoring:</b></p> <ul style="list-style-type: none"> <li>100% Hired and Compliant: = 20 points</li> <li>100% Owned and Compliant: 40 points</li> </ul>	40	20
		<ul style="list-style-type: none"> <li><b>NB:</b> Mixed fleets score zero.</li> <li><b>NB:</b> Non-Compliant Age will score zero.</li> <li><b>NB:</b> Non-compliant Kilometres will score zero.</li> <li><b>NB:</b> The following trucks submitted for this section must not be:           <ul style="list-style-type: none"> <li>Older than 1 year or 12 months and/or have not more than 40 000km on the odometer reading for each truck by the close of tender, applicable to 19m<sup>3</sup> or larger capacity compactor trucks with high rear-end removable 240l bin lifters and all fitted with winch with a minimum GVM 28 000 kg</li> <li>Older than 5 years or 60 months and/or have not more than 80 000km (mileage) on the odometer reading for each by the close of tender, applicable to 5 ton to 8-ton trucks capacity caged trucks with crew-cab with a minimum GVM 8000 kg.</li> <li>Older than 3 years or 36 months and/or have not more than 80 000km (mileage) on the odometer reading for each truck by the close of tender, applicable to 12m<sup>3</sup> Compactor rear-end loader compactor trucks with a minimum GVM 14 000kg.</li> </ul> </li> </ul>			
<b>TOTAL</b>				<b>60</b>	<b>30</b>

- The purpose of the comparison is to ensure a meaningful evaluation; bidders are requested to furnish detailed information of substantiation of compliance to the evaluation criteria. The service provider should at least score the minimum of **30 points out of the 60 points** in order to be considered to the next evaluation phase.
- All information and particulars necessary to properly evaluate the tender must be furnished on submission. Incomplete particulars and documents required substantiating or insufficient documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.

## **IMPORTANT NOTES FOR TECHNICAL EVALUATION**

- a. Fleet Ownership or Leasing – Non-Negotiable Requirement: Bidders must submit fleet that is either entirely owned or entirely hired (leased) under each Component. Submissions containing a mixture of owned and hired units within the same Component will be regarded as non-compliant and will score zero for the relevant evaluation criterion.
- b. Vehicle Age and Mileage Compliance: Strict compliance with age and mileage limits is mandatory for all fleet submitted under both Component A and Component B. No deviations or exceptions will be considered.
- c. Mandatory Proof of Registration and Ownership:
  - For ownership of vehicle/plant: bidders must submit valid copies of vehicle registration documents (e.g. eNaTIS documents) to verify vehicle age and ownership details. Mogale City Local Municipality reserves the absolute right to independently verify the authenticity and validity of all submitted documentation directly through the eNaTIS system.
  - For leasing or intention to lease vehicle/plant: bidders must submit a signed and dated letter of intent on the hiring company's official letterhead, listing all vehicle/plant to hire/lease, accompanied by a valid eNatis document to verify vehicle age and ownership details. Mogale City Local Municipality reserves the absolute right to independently verify the authenticity and validity of all submitted documentation directly through the eNaTIS system. Mogale City Local Municipality reserves the absolute right to independently verify the authenticity and validity of all submitted documentation.
- d. Fraudulent Documentation – Immediate Disqualification: Any failure to submit the required documentation, or the submission of fraudulent, altered, or invalid documentation, will result in the immediate disqualification of the bid and may lead to referral to National Treasury for further corrective or legal action.
- e. Minimum Technical Scores – Per Criterion Enforcement: If a bidder scores zero (0) for any mandatory evaluation criterion, the bid shall be automatically rejected, even if the total minimum threshold scores are achieved.
- f. Minimum Threshold Scores per Component: Bidders must achieve at least the following minimums in order to proceed to the next phase of evaluation:
  - **30 out of 60 points for Component B**

## **PHASE TWO (2): TECHNICAL EVALUATION CRITERIA – COMPONENT B**

**NB: ONLY BIDS RESPONSIVE FOR PHASE 1 OF THE FUNCTIONALITY EVALUATION SHALL BE CONSIDERED FOR PHASE TWO (2).**

**The vehicle/plant inspection will be conducted for all the shortlisted bidders.**

### **Vehicle / plant Inspection Requirements**

- The required plant, equipment, and/or vehicles must be made available for physical inspection at the date, time, and venue specified by the Municipality.
- The inspection venue will be located within the jurisdiction of Mogale City Local Municipality.
- Only shortlisted bidders (those meeting initial compliance and responsiveness requirements) will be notified of the inspection details.
- Bidders are required to present the following documentation at the inspection site:
  - A valid copy of the eNatis document;
  - A signed and dated letter of intent on the hiring company's official letterhead confirming the vehicle/plant lease arrangement, accompanied by a valid copy of the eNatis document.
- All documentation presented in the plant/equipment and or vehicle inspection phase must be valid, legible, and correspond with the plant/equipment and or vehicle submitted with the bid document at the close of tender.

### **NB**

- **Failure to present the required vehicles for inspection, or to provide the mandatory documentation at the inspection venue, will result in immediate disqualification of the bidder.**
- **Where the vehicle has been involved in a total loss and verifiable documents/evidence of that total loss, the municipality will consider as acceptable a vehicle of similar specification, mileage and age.**
- **No late, substituted, or post-inspection submissions of documents will be accepted.**
- **The Municipality reserves the right to verify the authenticity of all documents and vehicle particulars submitted.**

**INSPECTION WILL BE BASED ON THE FOLLOWING:****COMPONENT B – Fleet Inspection & Compliance Table**

ITEM NO	VEHICLE TYPE	MINIMUM QTY REQUIRED	REQUIRED CAPACITY SPECIFICATION /	MINIMUM GVM	MAXIMUM VEHICLE AGE	MAXIMUM MILEAGE
1	Compactor Truck with Rear Removable 240L Bin Lifters + Winch	7	≥ 19m <sup>3</sup> Compactor	≥ 28,000 kg	≤ 1 Year	< 40,000 km
2	Caged Truck (Crew Cab)	3	5–8 Ton Capacity	≥ 9,600 kg	≤ 5 Years	< 80,000 km
3	Compactor Truck	3	12m <sup>3</sup> Compactor	≥ 14,000 kg	≤ 3 Years	< 80,000 km

## COMPONENT B: EVALUATION AND SCORING CHECKLIST

### In Loco Inspection:

- Bidders must meet a **minimum of 30 points** out of **60 points**.
- Service provider/s will be advised through written communication about the inspection and verification date and time. The bidder who fails to meet the requirements of the physical verification shall be disqualified.

#	Vehicle Type & Specification	Qty Required	Min GVM (kg)	Ownership <input type="checkbox"/> Owned <input type="checkbox"/> Hired	Reg / VIN No.	Odometer Photo Verified <input type="checkbox"/> Yes <input type="checkbox"/> No	Docs Provided <input type="checkbox"/> Reg Papers <input type="checkbox"/> Lease <input type="checkbox"/> Intent	Condition <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Compliance <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> None	Scoring Criteria	Score (Max)	Score (Min)	Inspector Remarks
1	Compactor Truck with Rear Removable 240L Bin Lifters + Winch	7	≥ 28,000							<ul style="list-style-type: none"> <li>• 100% Owned &amp; Compliant = 20 pts</li> <li>• 100% Hired &amp; Compliant = 10 pts</li> <li>• Non/Partial = 0 pts</li> </ul>	20	10	
2	Caged Truck (Crew-Cab) 5–8-ton capacity	3	8,000							<ul style="list-style-type: none"> <li>• 100% Owned &amp; Compliant = 20 pts</li> <li>• 100% Hired &amp; Compliant = 10 pts</li> <li>• Non/Partial = 0 pts</li> </ul>	20	10	
3	Rear-End Loader Compactor Truck (12m <sup>3</sup> )	3	14,000							<ul style="list-style-type: none"> <li>• 100% Owned &amp; Compliant = 20 pts</li> <li>• 100% Hired &amp; Compliant = 10 pts</li> <li>• Non/Partial = 0 pts</li> </ul>	20	10	
TOTAL POINTS											60	30	

**TOTAL POINTS FOR COMPONENT B**

	<b>Maximum Points</b>	<b>Minimum Points</b>
Phase 1	60	30
Phase 2	60	30
<b>Grand Total</b>	<b>120</b>	<b>60</b>

**Notes: Evaluation and Scoring Checklist (Applicable for Component A and Component B)**

- This checklist will be used as the official evaluation template for assessing each truck and vehicle.
- The Municipality will print a separate checklist for each truck or vehicle submitted for inspection.
- All vehicles will be individually inspected and scored using this template.
- Evaluation will confirm compliance with technical, legal, and operational requirements.
- The process will ensure consistency, transparency, and fairness across all submissions.

## 9 PRICING SCHEDULE

### 9.1 PRICING SCHEDULE: COMPONENT A: COMPREHENSIVE WASTE COLLECTION SERVICE

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE (EXCL. VAT)
1.	<b>19m<sup>3</sup> Compactor Truck on a Standard Waste Collection Service: 8-Hour Shift Rate</b>  <i>Inclusive of all costs for PPE, Full Asset Costs (including depreciation, finance, and residual value risk), All scheduled and unscheduled Maintenance and Repair costs, Comprehensive Insurance (Public Liability, Motor Vehicle/Fleet), All Parts and Consumables, Tyres (Replacement and maintenance), Licensing and Registration Fees (Vehicle disc, regulatory compliance), Tracking and Telematics system costs and Fuel.</i>	Daily Rate	1	R
2.	<b>Roll-on/Roll-off (RoRo) Truck Service: 8-Hour Shift Rate</b>  <i>Inclusive of all costs for, PPE, Full Asset Costs (including depreciation, finance, and residual value risk), All scheduled and unscheduled Maintenance and Repair costs, Comprehensive Insurance (Public Liability, Motor Vehicle/Fleet), All Parts and Consumables, Tyres (Replacement and maintenance), Licensing and Registration Fees (Vehicle disc, regulatory compliance), Tracking and Telematics system costs and Fuel.</i>	Daily Rate	1	R
3.	<b>16-Ton Skip Loader (Lift-On) Truck: 8-Hour Shift Rate</b>  <i>Inclusive of all costs for, Full Asset Costs (including depreciation, finance, and residual value risk), All scheduled and unscheduled Maintenance and Repair costs, Comprehensive Insurance (Public Liability, Motor Vehicle/Fleet), All Parts and Consumables, Tyres (Replacement and maintenance), Licensing and Registration Fees (Vehicle disc, regulatory compliance), Tracking and Telematics system costs and Fuel.</i>	Daily Rate	1	R
4.	<b>Project Personnel</b>  <i>Inclusive of all costs for Personal Protective clothing/items required in the execution of the assigned work.</i>			
	Project Manager	Daily Rate	1	R
	Supervisor	Daily Rate	1	R
	Driver	Daily Rate	1	R
	Crew Member	Daily Rate	1	R
5.	<b>Public Holiday Collection Service Rate</b>  <i>Rate applicable for Public Holidays falling on weekdays (Monday to Friday).</i>	Daily Rate	1	R
6.	<b>Emergency Service Rate</b>  <i>Rate applicable when Municipality formally requests urgent services outside the primary schedule or jurisdiction.</i>	Hourly Rate	1	R

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE (EXCL. VAT)
7.	<b>Overtime Hourly Rate (Per Truck/Team) - 19m<sup>3</sup> Refuse Trucks</b> <i>Hourly rate for work exceeding the 8-hour shift (ONLY if formally pre-authorised).</i>	Hourly Rate	1	R
8.	<b>Overtime Hourly Rate (Per Truck/Team) - Roll-on/Roll-off (RoRo) Truck</b> <i>Hourly rate for work exceeding the 8-hour shift (ONLY if formally pre-authorised).</i>	Hourly Rate	1	R
9.	<b>Overtime Hourly Rate (Per Truck/Team) - 16-Ton Skip Loader (Lift-On) Truck</b>	Hourly Rate	1	R
	<b>SUB-TOTAL</b>			R
	<b>VAT (if applicable)</b>			R
	<b>TOTAL COST</b>			R

**NB:**

**ESCALATION**

**Bidders must note that bid price (s) will be in line with the CPI escalation as published by South African Reserve Bank for year two (2) and year (3).**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## 9.2 PRICING SCHEDULE – COMPONENT B: VEHICLE AND LOGISTICS PROVISION

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE (EXCL. VAT)
1.	<b>19m<sup>3</sup> Rear End Loader compactor truck.</b> <i>Inclusive of all Full Asset Costs (including depreciation, finance, and residual value risk), All scheduled and unscheduled Maintenance and Repair costs, Comprehensive Insurance (Public Liability, Motor Vehicle/Fleet), All Parts and Consumables, Tyres (Replacement and maintenance), Licensing and Registration Fees (Vehicle disc, regulatory compliance), Tracking and Telematics system costs and Fuel.</i>	Unit/Day	1	R
2.	<b>12m<sup>3</sup> compactor truck.</b> <i>Inclusive of all Full Asset Costs (including depreciation, finance, and residual value risk), All scheduled and unscheduled Maintenance and Repair costs, Comprehensive Insurance (Public Liability, Motor Vehicle/Fleet), All Parts and Consumables, Tyres (Replacement and maintenance), Licensing and Registration Fees (Vehicle disc, regulatory compliance), Tracking and Telematics system costs and Fuel.</i>	Unit/Day	1	R
3.	<b>5 ton caged truck with a crew cab.</b> <i>Inclusive of all Full Asset Costs (including depreciation, finance, and residual value risk), All scheduled and unscheduled Maintenance and Repair costs, Comprehensive Insurance (Public Liability, Motor Vehicle/Fleet), All Parts and Consumables, Tyres (Replacement and maintenance), Licensing and Registration Fees (Vehicle disc, regulatory compliance), Tracking and Telematics system costs and Fuel.</i>	Unit/Day	1	R
4.	<b>Comprehensive Administration and Management Fee.</b> <i>Inclusive of Spares Stock Risks, Technical Support, SLA Guarantees, installation and maintenance of Tracking and telematics costs and Management and Administration.</i>	Monthly Rate	1	R
		<b>SUB-TOTAL</b>		R
		<b>VAT (if applicable)</b>		R
		<b>TOTAL COST</b>		R

**NB:**

### ESCALATION

**Bidders must note that bid price (s) will be in line with the CPI escalation as published by South African Reserve Bank for year two (2) and year (3).**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## 10 THE CRITERIA TO MONITOR AND EVALUATE PERFORMANCE OF THE SERVICE PROVIDER/S AS PER SECTION 27 OF SUPPLY CHAIN MANAGEMENT POLICY.

### 10.1 KEY PERFORMANCE AREAS

Section 27 of supply chain management policy stipulates that the Municipality must determine the relevant criteria that will be used to monitor and evaluate the preferred bidders' performance in delivering against the defined:

KEY PERFORMANCE AREAS	KEY PERFORMANCE INDICATORS	PORTFOLIO OF EVIDENCE
1. Refuse Collection Service	<ul style="list-style-type: none"><li>Servicing of 240-liter bins (including removal of any other refuse bags/container) will be collected from door to door in assigned areas</li><li>Keep area clean at every collection point, no visible litter</li><li>Dispose of all collected waste at an approved and allocated disposal facility</li></ul>	<ul style="list-style-type: none"><li>Pictures of before and after</li><li>Entry and exit sheets/ Landfill receipt</li></ul>
2. Occupational Health and Safety	<ul style="list-style-type: none"><li>Comply with all OHS requirements</li><li>Provide employees with PPE</li></ul>	<ul style="list-style-type: none"><li>Safety talks register</li><li>PPE provision list</li></ul>
3. Turnaround time for Emergencies	<ul style="list-style-type: none"><li>Respond within 24hours in cases of emergencies</li></ul>	<ul style="list-style-type: none"><li>Timesheets</li></ul>
4. Vehicles (Trucks) Availability	<ul style="list-style-type: none"><li>The Service Provider must ensure that all fleet is maintained, fueled, operational at all times</li><li>All fleet must comply with all relevant safety requirements</li><li>All vehicles must have waste transporters certificate</li></ul>	<ul style="list-style-type: none"><li>Roadworthy Certificate</li><li>Waste transporters certificate</li></ul>

## 10.2 SCORING GUIDELINES

Rating scale	Description
1 = Poor (<59%)	Unacceptable Performance, the performance does not meet the standard expected, the contractor has failed to demonstrate the commitment level expected.
2 = Average (60-69%)	Performance not fully effective, performance is below the standard required, it meets some expectations.
3 = Above Average (70-79%)	Performance fully effective, performance fully meets standards expected as per the scope
4 = Good (80%-89%)	Performance significantly above expectations, performance is significantly higher than the standard expected.
5 = Excellent (90%-100)	Outstanding performance, performance far exceeds the standard expected.

## 10.3 PENALTIES FOR POOR PERFORMANCE

The following penalties may be imposed at the sole discretion of the Municipality in the event of continued poor performance in any Key Performance Area:

- 10.3.1 A penalty levy of 2.5%, in accordance with the Service Level Agreement (SLA).
- 10.3.2 Issuance of a credit note.
- 10.3.3 Withholding payment on submitted invoices until such time as performance improves to an acceptable standard.
- 10.3.4 Reporting of the Service Provider to the National Treasury for potential greylisting; and
- 10.3.5 Termination of the agreement.

## BID CHECKLIST

This list is aimed at assisting all Service provider/s to submit complete quotation documents.

Service provider/s are to check the following points before the submission of their quotation document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned.

ITEM	DESCRIPTION	YES	NO
1.	Bidder must attach the Central Supplier Database (CSD) registration report.		
2.	Copies of ID's for company/entity directors		
3.	The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.		
4.	If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).		
5.	If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business.		
6.	If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account, <ul style="list-style-type: none"> <li>• the bidder must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor / delegate with contact details and not older than three (3) months.</li> <li>• An original letter from a tribal authority not older than three (3) months indicating that the business is operating on tribal land.</li> </ul>		
7.	If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services. <ul style="list-style-type: none"> <li>• The bidding entity must submit an original Sworn Affidavit by the property owner.</li> </ul>		
8.	If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.		
9.	If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from the Trustees must be furnished explaining that factor.		

10.	If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.		
11.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4, MBD 5, MBD 6.1, MBD 8 AND MBD 9.		
12.	All pages requiring information have been completed in full and in black ink.		
13.	Bids must be submitted in original document.		
14.	No pages removed from the quotation document		
15.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the quotation and the subsequent contracts, has been attached and signed.		
16.	Joint Venture (JV) agreement has been attached and signed (if applicable)		
17.	Pricing Schedule must be completed and signed		
18.	In case of any amendments made, must be initialled in each alteration by the authorized signatory?  Please note that the use of tipp-ex will lead to immediate disqualification.		
19.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> <li>▪ Personal Tax Numbers included</li> <li>▪ State Employee Number / Persal Number</li> <li>▪ Identity number</li> <li>▪ Name</li> </ul>		
20.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed.  Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

**PLEASE NOTE:**

- No contract will be awarded to a service provider/s, if the service provider/s or its directors are in arrears with their municipal accounts for more than three (3) months.
- In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, such as CSD, municipal accounts, etc.
- No communication with Mogale City Municipal officials is allowed after the closing date of the quotation.
- The only authorized form of communication will be through the Supply Chain Management Office email address at [SCMEnquiries@mogalecity.gov.za](mailto:SCMEnquiries@mogalecity.gov.za)