

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

### AIDC STANDARD BID DOCUMENT

**Bid number:** AIDC\_T04\_2022/23

**Bid title:** INVITATION FOR AN OPEN TENDER TO PROVIDE WASTE MANAGEMENT SERVICES FOR 3 SITES AT THE SUPPLIER PARK TRADING AS AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE FOR 36 MONTHS, THESE SITES ARE:

- AUTOMOTIVE SUPPLIER PARK IN ROSSLYN (ASP).
- GAUTENG AUTOMOTIVE LEARNING CENTRE IN ROSSLYN (GALC).
- AIDC INCUBATION CENTRE AT FORD (FIC).

**Issue date:** 15 December 2022

**Closing date:** 03 February 2023

**Closing time:** 11:00 am

**Compulsory briefing session** Yes  No

**Venue:** Automotive Supplier Park  
30 Helium Road, Rosslyn, 0200

**Date and Time:** 24 January 2022 at 13:00

**Site visit (Reference site)** Yes  No   
(See Part C - Evaluation Criteria)

Bidder's details	
Company name:	
Company registration no:	
CSD registration no:	
Contact person:	
Tel number:	
Cell number:	
Email address:	

**TOTAL BID PRICE (VAT Inclusive)** R \_\_\_\_\_

NB: Please indicate whether this document is the original or copy (tick the applicable block)

ORIGINAL  COPY

### MINIMUM DOCUMENTS REQUIRED

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	1 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

If any of the following bid forms are not completed and signed and not handed in with your bid proposal with accompanying supporting documents on the closing date and time, your proposal will immediately be disqualified, if specified so on the document.

Stage	Method of Evaluation	Criteria
Stage 1	Mandatory Compliance	All mandatory documents should be fully completed, signed and submitted
Stage 2	Administrative Compliance	All administrative documents should be fully completed, signed and submitted
Stage 3	Functionality – Technical Evaluation Criteria	Minimum score of 70 points out of 100 points to be evaluated further
Stage 4	Financial – Price & BBBEE	80/20 rule will apply

Documents required for this BID	Comments	Submitted (Yes /No)
<b>STAGE 1: Mandatory Compliance</b>		
SBD 1 (Invitation to Bid – and Bid Price Statement)	Make sure it is completed and signed	
SBD 3.3 (Pricing Schedule)	Fully completed and signed – ZAR currency only – Firm Price, disqualified if not filled in and provided.	
SBD 4 (Declaration of Interest)	Make sure it is completed and signed	
SBD 6.2 (Local Production & Content) and Annexure C, D & E	Disqualified if declarations not completed in full and submitted and signed	
Certified Copy of Board Resolution or Company Power of Attorney, authorizing the person signing this bid response or a letter from CEO/ MD or if you are a sole owner no letter is required.	Disqualified if not provided	
Technical Compliance Requirements – all documents to be submitted. General waste certificate transportation permit.	Disqualified if not provided	
Hazardous waste certificate transportation permit.	Disqualified if not provided	

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	2 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

Proof of waste landfill site disposal for general waste. Local landfill site should be within Pretoria.	Disqualified if not provided	
Proof of landfill to dispose hazardous waste. Local landfill site should be within Gauteng.	Disqualified if not provided	
<b>STAGE 2: Administrative Compliance</b>		
Company Profile	To be provided with bid submission.	
Central Supplier Database (CSD) Summary Report	<ul style="list-style-type: none"> <li>• Proof of CSD registration.</li> <li>• In case of JV or Consortium each party must submit a separate proof of CSD registration.</li> </ul> <p>NB: To ensure compliance with CSD ensure the summary report with MAAA no. is attached</p>	
SARS Tax Compliance Status (TCS) Pin	<ul style="list-style-type: none"> <li>• Tax Status must be active on CSD as well as on e-filing (status will be validated again during evaluation stage &amp; before award).</li> <li>• In case of JV and consortiums each party must submit a separate TCS Pin – (Tax Status).</li> </ul> <p><b>NB:</b> Status will be validated during evaluation stage and before contract award and no bidder will be awarded this bid with inactive Tax status.</p>	
VAT Registration Certificate (VAT103), if applicable	<p>VAT Status must be active.</p> <p><b>NB:</b> Status will be validated during evaluation stage and before contract award and no bidder will be awarded this bid with inactive Tax status.</p>	
<p><b>SBD 6.1 (Preferential Points Claim Form)</b> together with one of the following:</p> <p><b>Tenderers other than EMEs</b> should submit:</p> <p>(1) Valid B-BBEE certificates (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) OR;</p> <p>(2) QSE is less than 51% black owned must submit a valid B-BBEE Certificate (issued by an agency accredited by SANAS) together with a sworn affidavit confirming their annual total revenue of between R10 million and R50 million.</p>	<p><b>NB:</b> Failure on the part of a bidder to fully complete and sign this form and submit a Valid B-BBEE Certificate as outlined or Affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and the bidder will be allocated zero (0) points for B-BBEE.</p>	

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	3 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

<p>(3) In case of a trust, consortium or joint venture a Valid Consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted.</p> <p><b>Tenderers who qualify as EMEs</b> should submit:</p> <p>(4) Valid sworn affidavit issued by the DTI (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act), OR;</p> <p>(5) B-BBEE certificate issued by the Companies and Intellectual Property Commission.</p>		
CIPC - Company Registration Documentation	<ol style="list-style-type: none"> <li>1. Certificate of Registration,</li> <li>2. Change of Name Certificate (if applicable),</li> <li>3. Register of Directors and</li> <li>4. Most current Registered Business Address.</li> </ol> <p><b>NB:</b> To be provided with bid submission</p>	
Certified Copies of Identity Documents not older than 6 months	For all current Shareholders / Members	
Valid certificate of good standing Compensation of Injuries Diseases Act - (COIDA -Department of Labour)	Purchase order would not be issued without proof of valid certificate	
<p>A R 2 million minimum public liability insurance cover that must be valid at the date of tender closure.</p> <p>NB : Insurance must be active for the duration of the tender.</p>	Purchase order would not be issued without proof of valid public insurance	

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	4 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004	
Document Classification	Normal document			
Document Type	Form			
Name of Document:	Standard bid document (open tender)			

## TABLE OF CONTENTS

<b>PART A</b>	A1: Invitation to Bid (SBD 1) A1.1. Terms and Conditions for Bidding A1.2. Tax Compliance Requirements A2: Terms of Reference & Tender Scope A3: Pricing Schedules (SBD 3.3)
<b>PART B</b>	B1: Bidder's Disclosure (SBD 4)
<b>PART C</b>	C1: Evaluation Criteria C2: Preference Points Claim Form in terms of the Preferential Procurement Regulation 2017 (SBD 6.1) C3: Declaration Certification for Local Production and Content as per the Preferential Procurement Regulation 2017 (SBD 6.2)
<b>PART D</b>	D1: Undertaking by Service Provider in respect of this Bid. D2: General Conditions of Contract (Annexure A) D3: Special Conditions (Not applicable)
<b>ANNEXURE A</b>	General Conditions of Contract (will be provided to the winning bidder)
<b>ANNEXURE B</b>	SHEQ specification
<b>ANNEXURE C</b>	Local content Annexure C

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	5 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004	
Document Classification	Normal document			
Document Type	Form			
Name of Document:	Standard bid document (open tender)			

# PART A

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	6 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

A1.

## INVITATION TO BID

SBD 1

<b>You are hereby invited to bid for the requirements of the AIDC</b>					
Bid no:	AIDC_T04_2022/23	Closing Date:	03 February 2023	Closing Time:	11:00
Description:	<b>INVITATION FOR AN OPEN TENDER TO PROVIDE WASTE MANAGEMENT SERVICES FOR 3 SITES AT THE SUPPLIER PARK TRADING AS AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE FOR 36 MONTHS, THESE SITES ARE:</b> <ul style="list-style-type: none"> <li><b>AUTOMOTIVE SUPPLIER PARK IN ROSSLYN (ASP)</b></li> <li><b>GAUTENG AUTOMOTIVE LEARNING CENTRE IN ROSSLYN (GALC)</b></li> <li><b>AIDC INCUBATION CENTRE AT FORD (FIC).</b></li> </ul>				
<b>Bid response documents must be deposited to AIDC tender box:</b>					
Main Gate, Automotive Supplier Park, 30 Helium Road, Rosslyn Ext 2, 0200					
<b>Bidding procedure enquiries may be directed to:</b>			<b>Technical enquiries may be directed to:</b>		
Contact Person	Mitta Mashishi		Contact Person	Sharon Mashala	
Telephone no			Telephone no		
Facsimile no			Facsimile no		
E-mail Address	mmashishi@aidc.co.za		E-mail Address	<u>smashala@aidc.co.za</u>	
<b>Closing date for Enquiries:</b>					
<b>Supplier Information</b>					
Company Name					
Company / CC Registration no					
CIDB Registration no (if applicable)					
Vat Registration no					
Postal Address					
Street Address					
Telephone no	Code		Number		
Cell Phone no					
Facsimile no	Code		Number		
E-Mail Address					
<b>Main Contact Person</b>					
Name					
Position					
Telephone no	Code		Number		
Cell Phone no					
Facsimile no	Code		Number		
E-Mail Address					

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	7 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

Supplier Compliance Status			
SARS Compliance Status (TCS) Pin		Central Supplier Database (CSD) no.	
B-BBEE Status Level Verification Certificate	Yes / No	B-BBEE Status Level Sworn Affidavit	Yes / 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>			
Are you the accredited representative in South Africa for the goods / services / works offered?	Yes / No <i>(if yes enclose proof)</i>	Are you a foreign based supplier for the goods / services / works offered?	Yes / No <i>(if yes, answer the questionnaire below)</i>
Questionnaire to bidding foreign suppliers			
Is the entity a resident of the Republic of South Africa (RSA)?			Yes / No
Does the entity have a branch in the RSA?			Yes / No
Does the entity have a permanent establishment in the RSA?			Yes / No
Does the entity have any source of income in the RSA?			Yes / No
Is the entity liable in the RSA for any form of taxation?			Yes / No
<b>If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status Pin Code from the South African Revenue Service (SARS). If one or more of the answers are “yes”, register as per 2.3 below.</b>			

A1.1 TERMS AND CONDITIONS FOR BIDDING	
<b>1. Bid Submission:</b>	
1.1.	The Supplier Park Development Company (SOC) Ltd trading as AIDC considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to AIDC. All information contained in any subsequent documentation shall be marked “COMPANY CONFIDENTIAL”.
1.2.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.3.	<b>All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.</b>
1.4.	All the documentation submitted in response to this invitation to bid must be in English.
1.5.	The service provider should verify the numbers of the pages of this document to satisfy themselves that none are missing or duplicated. No liability will be accepted by AIDC regarding anything arising from the fact that pages are

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	8 of 71



Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

missing or duplicated.

- 1.6. **Please make proper division and clearly reference/index your bid document and bid supporting documents attached.**
- 1.7. **Tender responses should be submitted as follows: 1 HARD COPY (1 X ORIGINAL + 1 USB COPY).**
- 1.8. All bid documents must be submitted as per 1.7 above, at the AIDC tender box. Where a bid document is not in the mailbox at the time of the bid closing, such a bid document will be regarded as a late bid.
- 1.9. Amended bids may send via email, clearly marked "Amendment to bid no." **AIDC\_T04\_2022/23**", to represent the original document as the "replacement bid" and should be placed in the mailbox before the closing date and time. An amendment bid without original bid documents deposited in the AIDC's Bid Box will not be considered. In such a case, only the amended bid document will be assessed in accordance with the bid criteria of this tender bid request. Under no circumstances will the AIDC be using or can the service provider rely on any information as contained in the original bid documents once replaced.
- 1.10. The service provider is responsible for all the cost that they might incur related to the preparation and submission of the bid document.
- 1.11. AIDC also reserves the right to cancel or award this bid as a whole or in part based on the Preferential Procurement Regulations, 2017 paragraph 13.
- 1.12. AIDC reserves the right, at its sole discretion, not to award or consider bidders with (or who had) litigation against the AIDC or have been blocked for poor performance on the AIDC's vendor database.
- 1.13. This bid is subject to the Preferential Procurement Policy Framework act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 1.14. Responses to this tender received from a service provider will be valid for a period of 90 days counted from the closing date of the tender.
- 1.15. **The successful bidder will be required to fill in and sign a written contract form (SBD7).**

## 2. Tax Compliance Requirements

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- 2.3 Application for Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / pin / CSD number.
- 2.5 In terms of Regulation 13 (c) of the Public Service Regulations., which read as follows "No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state".

## 3. Evaluation Process

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	9 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

3.1 The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation.

3.2. This bid will be evaluated in terms of the following stages:

**STAGE 1:** Evaluation for Administrative Compliance

**STAGE 2:** Evaluation for Mandatory Compliance

**STAGE 3:** Evaluation in terms of Functionality – Technical Evaluation Criteria

**STAGE 4:** Evaluation in terms of 80/20 preference point system

**NB: Failure to provide or comply with any of the above stages (i.e., Mandatory and Functional) will render your bid invalid and disqualified from further evaluation.**

**DECLARATION**

I/we, the undersigned, acknowledge that the information furnished above is true and correct.

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Date

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	10 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

## A2. TERMS OF REFERENCE AND SCOPE OF WORK

### 1. Introduction

#### 1.1. Mandate of the organisation

The Automotive Industry Development Centre (AIDC) serves to develop the automotive manufacturing sector to globally competitive standards of excellence, through a world-class value proposition which enables effective and sustainable socio-economic growth. The organization was established as a government support centre, to increase the local automotive industry's global competitiveness and to promote Gauteng as the automotive industry investment destination of choice.

The organization is the dedicated developmental agency of the Gauteng Growth and Development Agency (GGDA) in relation to the specific industrial, infrastructure and training needs required by the automotive and allied sector - in particular those based in the Gauteng province.

The AIDC is thus tasked by GGDA with special developmental-oriented projects aimed at retaining and attracting investments in the automotive and allied-related sector with a focus on enterprise development; support BBBEE SMME development, skills development and limited logistical infrastructure in line with the Gauteng provincial government's objectives of transformation, modernization and re-industrialization (TMR). The AIDC also undertakes projects related to the transport and energy sectors, as well as the development of the Auto City in the Northern Corridor.

#### 1.2. Vision

To be the automotive industry's thought leader and centre of excellence which promotes industry sustainability and global competitiveness.

#### 1.3. Mission

Navigating the automotive industry's journey towards being an innovative and transformed sector, by providing agile, reliable and responsive industry solutions.

#### 1.4. Values

The AIDC's staff aligns their behaviour to the company's shared values as listed below, which support, and is informed by, the organisation's vision and mission:

- Respect for others
- Teamwork
- Open and honest two-way communication
- Encouraging a learning culture
- On-time, on-brief, on-budget
- Client-centered
- Integrity and ethics above all

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	11 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

## 2. Tender Background

### 2.1 Introduction

#### ***Automotive Supplier Park (ASP)***

Is developed and managed by the AIDC, a subsidiary of Gauteng Growth and Development Agency. ASP spans an area of 130 hectares and is located in Rosslyn, north of Tshwane. ASP concentrates automotive component manufacturers, suppliers and service providers in one location to achieve synergies and cost benefits and create a safe and stable environment in terms of security and supply of services. The AIDC rents factories to tenant requirements on a long-term lease basis. The company also offers shared mini factories for smaller operations and offices for automotive service providers. Tenants benefit from ASP's world-class, fully developed, shared infrastructure and services.

#### ***Gauteng Automotive Learning Centre (GALC).***

Fully accredited training center by authorities. Site co-funded by the Jobs Fund (incl. training equipment). Nissan funds all services (rates, water, electricity, rental waiver for 20 years). Open to the industry at large for sector wide training Opportunity for revenue generation (BMW Learner ships, TVETs, etc) Upskilling for employability and placement when required

#### ***AIDC Incubation at Ford (FIC)***

The AIDC's Automotive Incubation Centre at Ford currently houses companies who supply automotive components directly to the OEM's production line. Each of the incubates are subcontracted to a Tier 1 component supplier who then provides technical mentoring as required for the duration of the incubation programme.

### 2.2 Tender objectives

The objective of the tender is to ensure that a cost-effective, high-quality waste management service is awarded to an experienced waste management service provider who will ensure compliance to the applicable Bylaws and ISO 14001 Environmental Management system as well as client's requirements to service 3 of AIDC sites:

1. Automotive Supplier Park in Rosslyn. 30 Helium Road, Rosslyn.
2. Gauteng Automotive Learning Centre, 99 Hendrik van Eck Street, Rosslyn.
3. AIDC Incubation centre at Ford, Simon Vermoten, Waltloo.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	12 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

### 3. Tender scope

#### 3.1 The work will comprise of the following: (Waste collection, recycling & disposal.)

##### 3.1.1 Removal of Waste that is non-recyclable:

- To provide quality waste management service within the limitation and requirements as set out and required by legislation and customer requirements ISO 9001 and ISO 14001.
- The service will include placing waste collection skips/bins/drums in various waste management facilities for all the sites, regular collection of waste and disposal in the environmental sound manner and conducting recycling of the recyclable waste materials.

##### 3.1.2 Waste Recycling Services

- Be responsible for ensuring the smooth operation of the recycling process within designated areas above.
- The expectation is that the appointed service provider will offer the services to the other tenants in the park to achieve economies of scale. (List of companies available on request)
- The service provider shall as part of the service, place receptacles in all areas so that the waste is segregated at the start of the waste management cycle (example glass, paper, et cetera). The waste segregation will start in the office environment and extended throughout the waste cycle).
- To this effect the successful service supplier will work hand in hand with the cleaning service provider to ensure waste segregation at source.
- The service provider shall supply all equipment required to conduct proper waste recycling. The service provider shall properly place the waste bins in the designated areas. i.e., Eating areas, Offices, Workshops, Canteen, etc.
- Demarcating of designated areas and labelling of waste receptacles shall be the responsibility of the waste management service provider with guidance from the client.
- The service provider shall provide an educational training material module to AIDC supported by recycling educational posters regarding activities to ensure staff in all AIDC sites are aware of the benefits of conducting proper recycling. This should form part of the operational cost.
- Income derived from this activity will be recouped from the service provider and the income must be provided to AIDC.

##### 3.1.3 Disposal of Hazardous Waste

- The service provider shall ensure the hazardous waste is properly quoted through the understanding of the AIDC waste streams. Required waste sampling shall also be included and no charges shall be accepted later once the service provider has been appointed.

### 3.2 Waste Streams Generated at AIDC:

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	13 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

- The numbers given below are only indicative and not guaranteed. However, the AIDC will endeavor to work with the successful service providers to introduce their services to companies operating in the automotive supplier Park so as to enable the successful providers to offer a comprehensive competitive one-stop solution to all the companies that wish to participate.
- GAUTENG AUTOMOTIVE LEARNING CENTRE IN ROSSLYN (GALC) AND AUTOMOTIVE SUPPLIER PARK IN ROSSLYN (ASP).**

No.	AIDC SITES	GALC	ASP
1.	General Waste	Food Waste	Food Waste
		Food containers (Foam plates, cups, etc.)	Food containers (Foam plates, cups, etc.)
		Packaging boxes and plastics	Packaging boxes and plastics
		Toilet hand dry towels	Toilet hand dry towels
		Plastic containers and bottles	Plastic containers and bottles
		Cans	Cans
		Papers (Office papers)	Papers (Office papers)
		Broken Furniture	Broken Furniture
	Medical waste		First aid content and other medical waste
	<b>Estimated Weight generated per Month</b>	<b>2750 kg</b>	<b>7150 kg</b>
2.	Hazardous Waste	Worn Out PPE	Worn Out PPE
		Empty Paint Cans/Containers	Empty Paint Cans/Containers
		Empty thinners cans/Containers	Empty thinners cans/Containers
		-	Fluorescent tubes
		Used thinners liquid/Effluents	Used thinners liquid/Effluents
		Grease cans	Grease cans
		Used paint brushes	Used paint brushes
		-	Used Cooking oil from Canteen
		Other light bulbs	Other light bulbs
		Oil containers	Effluent Tank Contents
		Oily rags	Spill Kit contents
	Spill kit contents	Oily rags	
3.	Metal scraps	Car parts	Broken metal furniture
		Broken metal furniture	-
4.	Electronic waste	ICT Equipment's	ICT Equipment's

- AIDC INCUBATION CENTRE AT FORD (FIC)**

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	14 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

	<b>FIC Offices</b>	<b>Sodecia</b>	<b>BACS</b>	<b>ANTOLIN</b>	<b>HANON</b>
General Waste	Food Waste	Food waste	Food waste	Food waste	Food waste
	Packaging Plastics	Packaging plastic	Packaging plastic	Packaging plastic	Packaging plastic
	Packaging Boxes	Packaging boxes	Packaging boxes	Packaging boxes	Packaging boxes
	Toilet hand towels	-	-	-	-
	Plastic food containers and bottles	Plastic food containers and bottles	Plastic food containers and bottles	Plastic food containers and bottles	Plastic food containers and bottles
	Cans	Cans	Cans	Cans	-
	Papers (Office papers)	Papers (Office papers)	Papers (Office papers)	Paper (Office papers)	Paper (Office papers)
	-	-	Pallets	-	-
	Broken Furniture	-	-	-	-
Recycling Services	Office White Papers. Plastic Bottles. Soft Drink Cans. Glass Bottles. Other recyclable waste except packaging boxes	Office white paper, plastic bottles, soft drink cans. Other recyclable except packaging card boxes	Office white paper, plastic bottles, soft drink cans. Other recyclable except packaging card boxes and pallets.	Office White Papers. Plastic Bottles. Soft Drink Cans. Glass Bottles. Other recyclable waste except cardboard boxes	Office White Papers. Plastic Bottles. Glass Bottles. Other recyclable waste except cardboard boxes
Hazardous Waste	Worn Out PPE	Worn Out PPE	-	-	-
	Empty Paint Cans/Containers	Empty Paint Cans/Containers	-	-	-
	Empty thinners cans/Containers	Empty thinners cans/Containers	-	-	Empty thinners cans/Containers
	Used thinners liquid/ Effluents	Used thinners liquid/ Effluents	-	-	-
	Grease cans	Grease cans	-	Grease cans	Grease cans
	Used paint brushes	Used paint brushes	-	Used paint brushes	-
	Used Cooking oil from Canteen	-	-	-	-

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	15 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

	FIC Offices	Sodecia	BACS	ANTOLIN	HANON
	Other light bulbs	-	-	-	-
	Oil containers	Oil containers	-	-	-
	Oily rags	Oily rags	-	-	-
	Effluent tank contents	-	-	-	-
	Spill kit content	Spill kit content	-	-	-
Metal scraps	Broken metal furniture	-	-	-	-
Medical waste	First aid content and other medical waste				

### 3.6 Description of services:

The following services will be rendered on daily, weekly, monthly, quarterly, and yearly. The activities are set down as the minimum guideline and the successful service providers will provide AIDC with a timed checklist once they have familiarised themselves with the operation.

#### Automotive Supplier Park (ASP)

Frequency	Action
DAILY	Sweep the waste management facilities clean and free from littering
	Close the waste skips and Wheelie bins regularly
	Sorting of recyclable materials to the relevant waste bins
	Checking effluent tanks
	Ensure proper placement of fluorescent tubes in the boxes/bins/Drums
	Ensure contractors or AIDC maintenance team do not dispose construction rubbles in any of the skips on site. Report non-compliances to AIDC EHS Coordinator.
WEEKLY	Collection and disposal of general waste skips once a week (Every Thursdays).
MONTHLY	Provide waste report in weight/litters for all waste collected
	Provide recyclables waste report for all recyclable waste collected in weight/litters
	Assess the condition of waste receptacles and provide a status report to the Client monthly
QUATERLY	Collection and disposal of fluorescent tubes
	Collect and dispose hazardous waste skip
YEARLY	Collect and dispose electronic waste, and scrap metal
YEARLY	Collect medical waste and dispose

#### Gauteng Automotive Learning Centre (GALC)

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	16 of 71



Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

Frequency	Action
DAILY	Sweep the waste management facility clean and free from littering
	Close the waste skips and Wheelie bins regularly
	Sorting of recyclable materials to the relevant waste bins
	Ensure contractors or AIDC maintenance team do not dispose construction rubbles in any of the skips on site. Report non-compliances to AIDC EHS Coordinator.
WEEKLY	Collection and disposal of general waste skip once a week (Every Thursday)
MONTHLY	Provide waste report in weight/litters for all waste collected
	Provide recyclable waste report for all recyclable waste collected in weight/litters
	Collection of Hazardous waste
	Assess the condition of waste receptacles and provide a status report to the Client monthly
QUARTERLY	Collection of Hazardous waste

### **AIDC INCUBATION CENTRE AT FORD (FIC)**

Frequency	Action
DAILY	Sweep the waste management facility clean and free from littering
	Close the waste skips and Wheelie bins regularly
	Sorting of recyclable materials to the relevant waste bins
	Checking effluent tank to avoid overflowing
	Ensure contractors or AIDC maintenance team do not dispose construction rubbles in any of the skips on site. Report non-compliances to AIDC EHS Coordinator.
WEEKLY	Collection of full waste skips twice a week (Every Tuesdays and Thursdays)
MONTHLY	Provide waste report in weight/litters for all waste collected
	Provide recyclable waste report for all recyclable waste collected in weight/litters
	On site, Confidential office documents destruction and disposal (recycle) equipment's included. (Destruction automatic equipment's)
	Assess the condition of waste receptacles and provide a status report to the Client monthly
	Monthly collection and disposal of used surgical masks and lining.
QUARTERLY	Collect and dispose hazardous waste skips. Empty the effluent tank
YEARLY	Collection of scrap metal waste
YEARLY	Collect medical waste and dispose

### **3.7 Extent of the services**

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	17 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

- 3.7.1. Waste Management services to be rendered from 8:00am to 16:30pm  
3.7.2. The service provider will provide the service as per the operating times agreed with the client.

### 3.8 Use of reasonable skill and care

The service provider shall:

- 3.8.1. Supply all waste management equipment required to render waste management services.  
3.8.2. Generate and produce waste management report indicating waste collected and disposed, and amount of recyclable waste collected per site monthly.  
3.8.3. Equip the deployed staff with proper and relevant training, cleaning utensils, safety equipment/ Personal Protective Equipment (PPE).  
3.8.4. Be responsible for the maintenance of the equipment.  
3.8.5. Ensure that defective equipment will either be replaced or repaired within 24 hours from the time that such defective equipment is reported by the AIDC and/or the Service Providers staff.

### 3.9 List of Waste management equipment and human resources required per site. All equipment will be on rental, at the end of the contract the service provider must remove their equipment's from all AIDC sites.

#### 3.9.1. Automotive Supplier Park (ASP) (Indicative as minimum)

2 x 6 m <sup>3</sup> skip bins for general waste with closing mechanisms (lids or net)
1 x 3 m <sup>3</sup> skip bin for hazardous waste with closing mechanisms (lid)
10 x 240L Labelled Colour coded Wheelie bins for waste collection and recycling purposes with closing lids
1 x cage for recycling purposes
4 x fluorescent tubes boxes/bins/Drums. All 4 equipment to be placed on site at once
1 x 210L drum for liquid effluent and drip tray
1 x 210L drum for Canteen used cooking oil and drip tray
1x Person for sorting recyclable waste and cleaning the waste area. Contractor to employ a person living around ASP site.

#### 3.9.2. Gauteng Automotive Learning Centre (GALC)

1 x 6 m <sup>3</sup> skip bin for general waste with closing mechanisms (lid or net)
1 x 3 m <sup>3</sup> skip bin for hazardous waste with closing mechanisms (lid)
10 x 240L Wheelie bins for waste collection and recycling purposes with closing lids
1 x cage for recycling purposes
1 x Persons for Sorting Recyclable Waste and Cleaning the waste area. Contractor to employ a person living around GALC site

#### 3.9.3 AIDC INCUBATION CENTRE AT FORD (FIC)

1 x 6 m <sup>3</sup> skip bin for general waste with closing lids or net				
Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	18 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

1 x 3 m <sup>3</sup> skip bin for hazardous waste with closing lids
1 x 210L drum for Canteen used cooking oil.
1 x 210L drum for used Oil and drip tray
1 x Person for sorting recyclable waste and cleaning the waste area
2x Red wheelie bins lined with red plastics for used surgical masks

**List of Vehicle Fleet required:**

Service	Fleet required
Collection of general waste twice a week	1 serviceable compactor truck with hydraulic lifting gear.
Collection of hazardous waste skip as and when its full.	1 serviceable and licensed skip truck hydraulic lifting gear
Collection of fluorescent tubes	1 serviceable and licensed waste transport
Collection of 210L Oil drums	
Emptying the effluent tank	1 x super sucker truck of 1000 LTR Minimum Capacity

**4. PRICES / RATES**

4.1. The Bidder is required to compile a comprehensive proposal on waste management services as listed above for the AIDC group of companies for the 3 financial years.

4.2. The prices and rates submitted shall be deemed to include all aspects relating to the provision of Waste Management service, including but not limited to: -

- 4.2.1. Management / Supervision costs.
- 4.2.2. Deployment of personnel.
- 4.2.3. Overtime paid in course of normal business.
- 4.2.4. Costs associated with recruiting, training and clothing / PPE.
- 4.2.5. Equipment and material used on site by Service provider personnel during their duty.
- 4.2.6. Internal investigation and examination costs occasioned by the service provider on own initiative.
- 4.2.7. Conducting necessary waste sampling and testing to determine the disposal Method.

**5. QUALITY OF SERVICE**

5.1. A method of measurement is required to measure the quality of service inclusive of the time and standards of efficiency.

- 5.1.1. Periodic Inspections will be done by the AIDC SHEQ department.
- 5.1.2. A report of findings will be sent to the service provider to action, proof of completed items as evidence to be sent to AIDC, should the service provider fail to action the findings as stipulated and agreed the AIDC will raise a non-conformance report.
- 5.1.3. The service provider to provide AIDC with monthly report of the service in line with the scope of work.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	19 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

5.1.4. A monthly meeting will be held with the service provider and the AIDC.

5.1.5. AIDC will invite the City of Tshwane personnel for periodic inspections to ensure that the service provider complies to the relevant BY laws.

5.1.6. The service provider to provide AIDC with monthly waste statistics of what was collected and what was recyclable.

## 6. REFERENCES

6.1. The successful Service provider shall ensure compliance with the following requirements as applicable to the service but not limited to:

- The South African Constitution (Act 108 of 1996)
- Hazardous Substances Act (Act 5 of 1973)
- Health Act (Act 63 of 1977)
- Environment Conservation Act (Act 73 of 1989)
- National Water Act (Act 36 of 1998)
- The National Environmental Management Act (Act 107 of 1998)
- Municipal Structures Act (Act 117 of 1998)
- Municipal Systems Act (Act 32 of 2000)
- Mineral and Petroleum Resources Development Act (Act 28 of 2002)
- Air Quality Act (Act 39 of 2004)
- National Environmental Management: Waste Act, 2008 (Act 59 of 2008)
- National Environmental Management: Waste Amendment Act, 2014 (Act 26 of 2014)
- Occupational Health and Safety (OHS) requirements
- Unemployment Insurance Fund and the Workmen's Compensation Fund
- Basic Conditions of Employment Act (BCEA)
- Provide a valid letter of good standing with the Compensation of Injuries and Diseases Act (COIDA)
- National Environmental Management Waste Act No 59 of 2008, Labour Relations
- Act of 1995 (as amended). Amended Occupational and Safety Act, Act of 1993, COIDA.
- Environmental Management System ISO standards (ISO 14001).
- Comply with applicable BY laws.

## 7. CO-OPERATION WITH OTHER SERVICE PROVIDERS

7.1. The service provider shall cooperate with other service providers such as security, maintenance contractors, cleaning and hygiene services, etc.

## 8. DOCUMENTATION REQUIREMENTS

8.1. The AIDC will develop standard operating procedures in line with AIDC scope of work to be used daily on site, including checklist, forms, etc.

## 9. CONTRACT DURATION

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	20 of 71

<b>Department:</b>	<b>Supplier Chain Management</b>	<b>Document no:</b>	<b>AIDC-SCM-FRM-004</b>
<b>Document Classification</b>	<b>Normal document</b>		
<b>Document Type</b>	<b>Form</b>		
<b>Name of Document:</b>	<b>Standard bid document (open tender)</b>		

9.1 The initial duration of the contract will be three (3) years commencing on commencement date as stipulated on the letter of appointment.

<b>Effective Date:</b>	<b>Revision No:</b>	<b>Compiled by:</b>	<b>Approved by:</b>	<b>Page Number</b>
1 February 2019	2	M. Niehof	G Mathe	21 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

**PRICING SCHEDULE – FIRM PRICES**

**SBD 3.3**

Only firm prices will be accepted, non-firm prices, including prices subject to rate of exchange variations will not be considered.

**Note:** Only firm prices in South African Rand ('R') will be accepted.

<p><b>Name of Bidder</b> .....</p> <p><b>Bid number:</b> AIDC_T03_2022/23</p> <p><b>Closing Date:</b> Error! Reference source not found. <b>03 February 2023</b></p> <p><b>Closing Time:</b> 11:00 am</p>
---

**Offer to be valid for the duration of the project.**  
**Detailed costing can be provided to substantiate the pricing schedule.**  
**This pricing must refer to the proposed implementation plan**

**Note:** All costs must be included on the bid price, including **VAT, travel, delivery, 'complete installation', 1 year warranty and all taxes** where applicable, etc.

**Important:** If there are any exclusions or added services, those must be clearly indicated.

Total pricing for Site 1 (ASP)	Total pricing for Site 2 (GALC)	Total pricing for Site 3 (FIC)

**Total pricing for all sites Including VAT:** \_\_\_\_\_

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

\_\_\_\_\_  
**Date**

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	22 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		



**PRICING TABLE – 1**

**Site A: Automotive Supplier Park (ASP)**

PRICING TABLE:	Item Description	Quantity	Year 1 (EXCLUDING VAT)	Year 2 (EXCLUDING VAT)	Year 3 (EXCLUDING VAT)
<b>Automotive Supplier Park (Site 1) Service &amp; Labour cost</b>	1. Weekly General waste collection and disposal services; 4 per month	144	R	R	R
	2. Quarterly Hazardous waste and maintenance waste collection and disposal	12	R	R	R
	3. Quarterly Collection and disposal of fluorescent tubes boxes (Quarterly)	12	R	R	R
	4. Yearly Collection of scrap metal waste	3	R	R	R

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	23 of 71





Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		



placement cost for 3 Years				
Site 1 ASP	6 m³ skip bin with lid or net	2	R	R
	3 m³ skip bin with lid	1	R	R
	240L Color coded waste wheelie bins, clearly marked for specific waste	10	R	R
	Cage for recycling	1	R	R
	Fluorescent tubes steel box	4	R	R
	210L effluent drum and drip tray	1	R	R
	210L drum for used cooking oil and drip tray	1	R	R
	<b>SUB - TOTAL</b>		R	R
	<b>Total price including 15% VAT</b>		R	R

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	25 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		



Once off Equipment placement cost for 3 Years	Equipment name	Quantity	Rented cost	Once off purchase cost
ASP	6 m <sup>3</sup> skip bin with lid or net	1	R	R
	3 m <sup>3</sup> skip bin with lid or net	1	R	R
	240 litter wheelie bins	10	R	R
	Cage for recycling	1	R	R
	<b>SUB - TOTAL</b>		R	R
	<b>Total price including 15% VAT</b>		R	R

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	26 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		



**PRICING TABLE -2**

**Site B: Gauteng Automotive Learning centre**

PRICING TABLE:	Item Description	Quantity	Year 1 (EXCLUDING VAT)	Year 2 (EXCLUDING VAT)	Year 3 (EXCLUDING VAT)
(Site 2) Service & Labour cost	1. General waste collection and disposal services 2 X per month	72	R	R	R
	2. Quarterly Hazardous waste collection and disposal	12	R	R	R
	3. Labor - Employee on site	1	R	R	R
	<b>SUB - TOTAL</b>		R	R	R
	<b>Total price including 15% VAT</b>		R	R	R

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	27 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		



**SITE 3**

**FORD INCUBATION CENTRE**

PRICING TABLE:	Item Description	Quantity	Year 1 (EXCLUDING VAT)	Year 2 (EXCLUDING VAT)	Year 3 (EXCLUDING VAT)
Ford Incubation Centre (Site 3) Service & Labour cost	1. General waste collection and disposal services; 8 per month	288	R	R	R
	2. Quarterly Hazardous waste collection and disposal	12	R	R	R
	3. Quarterly collection and disposal of used Surgical masks (service to be rendered)	12	R	R	R

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	28 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		



	when requested by client however it must be costed)				
	4. Quarterly Empty effluent tank using honey sucker of 1000 LTR Minimum Capacity	12	R	R	R
	5. Collection and disposal of fluorescent tubes boxes quarterly	12	R	R	R
	6. Yearly Collection of scrap material	3	R	R	R

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	29 of 71



Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		



FIC	240L Red colour coder waste wheelie bins, lined with red plastic.	2	R	R
	210L effluent drum and drip tray	1	R	R
	210L drum for used cooking oil and drip tray	1	R	R
<b>Total price including 15% VAT</b>	<b>SUB - TOTAL</b>		R	R
	<b>Total price including 15% VAT</b>		R	R

**NB: Please note that consumables and equipment costs will be invoiced as a line item on what has been supplied to the AIDC as per the costing price table, only supplied items will be invoiced.**

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	31 of 71

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004
Document Classification	Normal document		
Document Type	Form		
Name of Document:	Standard bid document (open tender)		

# PART B

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	32 of 71



**B1.**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

\_\_\_\_\_

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	33 of 71

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
 .....

**2.3** Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

I, \_\_\_\_\_ the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this disclosure;  
 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
 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>2</sup> will not be construed as collusive bidding.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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.

There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

\_\_\_\_\_

<sup>2</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.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	34 of 71

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.4 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature  
 Date  
 ..... Position

Name of bidder

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	35 of 71

# PART C

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	36 of 71

## C1: EVALUATION CRITERIA

### STAGE 3: FUNCTIONALITY

The following Functionality points will apply during the evaluation AND as such, the Bidder must please refer to it in compiling their submission:

A. Additional Returnable - Compliance Requirements – all documents to be submitted	Comments
<b>1. CSD Registration</b>	
a) Supplier active status b) Supplier not restricted c) Active tax status (NB: award cannot be made to the bidder whose tax matters are not in order) d) SARS on-line tax status verification	Info provided will be validated during evaluation stage & before award
SBD 6.2 (Local Production & Content) and Annexure C	Disqualified if declarations not completed in full and submitted and signed
Certified Copy of Board Resolution or Company Power of Attorney, authorizing the person signing this bid response or a letter from CEO/ MD or if you are a sole owner no letter is required.	Disqualified if not provided
General waste certificate transportation permit.	Disqualified if not provided
Hazardous waste certificate transportation permit.	Disqualified if not provided
Proof of waste landfill site disposal for general waste.	Disqualified if not provided
Local landfill site should be within Pretoria.	Disqualified if not provided
Proof of landfill to dispose hazardous waste. Local landfill site should be within Gauteng.	Disqualified if not provided

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	37 of 71

C. FUNCTIONALITY & CAPABILITIES	Maximum Points	Point Scored	Minimum Points
<b>NB:</b> The bidder should achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing & BBBEE as per preferential system.	100		70
<b>1. Submission &amp; Presentation</b>			
<p><b>1.1 Company Reference Letters in relation to working experience on Waste Management services.</b></p> <p>Reference letters must be on the Company Letterhead Signed by the client.</p> <ul style="list-style-type: none"> <li>• 5 and more reference letters = <b>20 points</b></li> <li>• 4 reference letters = <b>15 points</b></li> <li>• 3 reference letters = <b>10 points</b></li> <li>• 2 reference letters = <b>5 points</b></li> <li>• 1 reference letter = <b>2 points</b></li> <li>• No reference letter = <b>0 point</b></li> </ul>	20		
<p><b>1.2 Operational plan.</b></p> <p>Bidders to submit a detailed operational plan in their own words and understanding of the scope of work that includes the following:</p> <ol style="list-style-type: none"> <li>a. Executive Summary Business model,</li> <li>b. General waste management service, explain how general waste will be managed on a daily, weekly, monthly, and yearly basis.</li> <li>c. Hazardous waste management service, explain how hazardous waste will be managed on a daily, weekly, monthly, and yearly basis.</li> <li>d. Electronic waste management, explain how electronic waste will be managed on a daily, weekly, monthly, and yearly basis.</li> <li>e. Metal scrap waste management, explain how metal waste will be managed on a daily, weekly, monthly, and yearly basis.</li> <li>f. Waste management improvements, how these improvements can be implemented and maintained. <ul style="list-style-type: none"> <li>• Operational plan covering all 6 items mentioned above = <b>20 points.</b></li> <li>• Operational plan covering 5 items mentioned above = <b>15 points</b></li> <li>• Operational plan covering 4 items mentioned above = <b>10 points</b></li> <li>• Operational points covering 3 items mentioned above = <b>5 points</b></li> </ul> </li> </ol>	20		

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	38 of 71

<ul style="list-style-type: none"> <li>Operational points covering 2 items mentioned above = <b>2 points</b></li> <li>No operational plan and 1 item mentioned above = <b>0 points</b></li> </ul> <p><b>NB: All items to be typed in Arial font 11, not less than one page submission on each item.</b></p>			
<p><b>1.3 Waste management statistics</b></p> <p>The bidder to submit a waste management statistics template with data to demonstrate that they understand how to measure waste statistics. The statistics could be of the bidder's current service, i.e., various waste collected from site with volumes, various waste recycled from site with volumes.</p> <ul style="list-style-type: none"> <li>Waste management statistics template with data submitted for <b>general waste only = 10 points</b></li> <li>Waste management statistics template with data submitted for <b>hazardous waste only = 10 points</b></li> <li>Waste management statistics template with data submitted for <b>electronic waste only = 10 points</b></li> <li>Waste management statistics template with data submitted for all 3 waste streams = <b>30 points</b></li> </ul> <p>Waste statistics report not submitted = <b>0 points</b></p>	30		
<p><b>1.4 ISO 14001: 2015 Certification</b></p> <ul style="list-style-type: none"> <li>Provide valid ISO 14001: 2015 Certificate = <b>20 points</b></li> <li>Signed Letter from the certification body acknowledging accreditation while waiting for the certificate = <b>15 points</b></li> <li>ISO 14001:2015 certificate not provided = <b>0 points</b></li> </ul>	20		
<p><b>1.5 Service provider offices should be in Tshwane area. Points will be allocated if any of the following proof of residence is provided (proof of utility account or valid lease agreement signed by both parties – The lessor and Lessee [Bidder]).</b></p> <ul style="list-style-type: none"> <li>Offices Located in Tshwane = <b>10 points</b></li> <li>Offices Not located in Tshwane but in Gauteng = <b>5 points</b></li> <li>Offices located outside Gauteng = <b>0 points</b></li> </ul>	10		
<b>Total score</b>	<b>100</b>		<b>70</b>

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	39 of 71

## STAGE 4: PREFERENCE POINTS SYSTEM / PRICE:

### C2. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL SBD 6.1 PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

---

**NB:** Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

---

#### 1. General conditions

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

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

1.2 Indication of the preference point system that will be used:

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor

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

	Points
<b>Price</b>	80
<b>B-BBEE Status Level of Contributor</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### 2. Definitions

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	40 of 71



- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE Status Level of Contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status Level Certificate issued by an authorized body or person.
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“QSE”** means a Qualifying Small Business Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

**3. Points awarded for price**

**The 80/20 preference point systems:**

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

**80/20**

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

Where:

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

**4. Points awarded for B-BBEE Status Level of Contributor**

4.1 In terms of Regulation 6(2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	41 of 71

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. Bid declaration**

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

**6. B-BBEE Status Level of Contributor claimed in terms of paragraphs 1.4 and 4.1**

B-BBEE Status Level of Contributor = ..... (maximum of 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. Sub-Contracting**

7.1 Will any portion of the contract be sub-contracted? **Yes / No**

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted .....? %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE **EME / QSE**
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	42 of 71

**8. Declaration regarding company/firm**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 Type of company/ firm (tick the applicable box):

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

8.5 Describe principal business activities:

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

8.6 Company classification (tick the applicable box):

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

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

8.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6 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 paragraphs 1.4 and 6, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	43 of 71

**Witnesses**

1. ....

2. ....

.....  
**Signature(s) of bidders(s)**

**Date:** .....

**Address:** .....  
.....  
.....

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	44 of 71

### C3. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT SBD 6.2 FOR DESIGNATED SECTORS

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

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

#### 1. General Conditions

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

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

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SANS 1286:2017 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.**

- 1.6. A bid will be disqualified if this declaration certificate and Annexure C of the South African Bureau of Standards (SABS) approved technical specification number SANS: 1286:2017 (Edition 1) (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	45 of 71

2. The stipulated minimum threshold(s) for local production and (refer to Annexure A of SANS: 1286:2017 or <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>) for this bid is/are as follows:

<b><u>Description of services, works or goods</u></b>	<b><u>Stipulated minimum threshold.</u></b>
Steel products and components	100%
Wheely Bins	100%

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

**Yes / No**

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annexure A of SANS: 1286:2017):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	46 of 71

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEXURE B AND C OF SANS: 1286:2017)**

**Local Content Declaration by Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/person with management responsibility (Close Corporation, Partnership or Individual)**

**In respect of bid no:** .....  
**Issued by** (procurement authority/name of institution): .....

**NB**

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

1 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annexure C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SANS: 1286:2017; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS: 1286:2017, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SANS: 1286:2017	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SANS: 1286:2017	

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

The local content percentages for each product have been calculated using the formula given in clause 3 of SANS: 1286:2017, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	47 of 71

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness no. 1** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness no. 2** \_\_\_\_\_

**Date:** \_\_\_\_\_

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	48 of 71



# PART D

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	49 of 71

**D1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID**

**1. Definitions:**

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “AIDC” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by AIDC calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to AIDC at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to AIDC;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate.
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	50 of 71

1.17 "Warranties" means collectively any, and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

## 2. Interpretation

2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention: -

2.2 An expression which denotes

- any gender includes the other gender.
- a natural person included an artificial or juristic person and vice versa.
- the singular includes the plural and vice versa.

2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.

2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

## 3. I/we hereby bid:

3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to AIDC.

3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

## 4. I/we agree further that:

4.1 the offer herein shall remain binding upon me/us and open for acceptance by AIDC during the validity indicated and calculated from the closing time of the bid.

4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted.

## 5. notwithstanding anything to the contrary:

5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, AIDC may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and AIDC.

5.2 in such event, I/we shall then pay to AIDC any additional expense incurred by AIDC for having either

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	51 of 71

to accept any less favorable bid or, If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid;

- 5.3 AIDC shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract.
- 6. Pending the ascertainment of the amount of such additional expenditure AIDC may retain such monies, guarantee or deposit as security for any loss AIDC may sustain, as determined hereunder, by reason of my/our default.
  - 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay AIDC legal costs on an attorney and own client basis.
  - 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  - 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid.
- 7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk.
- 8. I/we accept full responsibility for the proper execution and fulfilment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 9. Notwithstanding full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
- 11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

**Bidder's Information**

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	52 of 71

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

- 12. The bidder hereby offers to render all or any of the services described in the attached documents to AIDC on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
- 13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
- 14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by AIDC during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
- 15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
- 16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfillment of this contract.

**D2: GENERAL CONDITIONS OF CONTRACT**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with AIDC.
- (iii) In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iv) The General Conditions of Contract will form part of all bid and contract documents.
- (v) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	53 of 71

## TABLE OF CLAUSES

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

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	54 of 71

- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.9 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Goods" means all the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Order" means an official written order issued for the rendering of a service.
- 1.15 "Project site," where applicable, means the place indicated in bidding documents.
- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Services" means those functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	55 of 71

writing.

## 2. Application

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

## 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## 4. Standards

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

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

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

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	56 of 71



by the client,if so, required by the client.

## 6. Patent rights

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

## 7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

## 9. Insurance

9.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## 10. Transportation

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

## 11. Incidental Service

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	57 of 71

- 11.1 The service provider may be required to provide any or all the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service.
  - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service.
  - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
  - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

## 12. Warranty

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## 13. Payment

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	58 of 71

**14. Prices**

14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client’s request for bid validity extension, as the case may be.

**15. Contract amendments**

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

**16. Assignment**

16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client’s prior written consent.

**17. Subcontracts**

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

**18. Delays in the service provider’s performance**

18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

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

18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	59 of 71

rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

## 19. Penalties

- 19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

## 20. Termination for default

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
  - (b) if the service provider fails to perform any other obligation(s) under the contract; or
  - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.
- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the parties shall continue to perform their respective obligations under the contract unless

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	60 of 71

- they otherwise agree; and
- (b) the client shall pay the service provider any monies due the service provider.

**21. Limitation of liability**

- 21.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
  - (b) the aggregate liability of the service provider to the client, 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

**22. Governing language**

- 22.1 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

**23. Applicable law**

- 23.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

**24. Notices**

- 24.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice
- 24.2 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.

**25. Taxes and duties**

- 25.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 25.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 25.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a Tax Compliance Status (TCS) Pin, submitted by the bidder. This TCS must be an original issued by the South African Revenue Services.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	61 of 71

- i. the name and address of the service provider and / or person restricted by the client;
- ii. the date of commencement of the restriction; and
- iii. the period of restriction; and
- iv. the reasons for the restriction.

**26. Force Majeure**

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

**27. Termination for insolvency**

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

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	62 of 71

28. **Settlement of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.5 Notwithstanding any reference to mediation and/or court proceedings herein,

29. **National Industrial Participation (NIP) Programme**

- 29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

30. **BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)**

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

---

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)

DATE

---

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

---

CAPACITY

---

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

---

COMPANY REGISTRATION NUMBER

---

VAT REGISTRATION NUMBER

---

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	63 of 71

POSTAL ADDRESS (IN BLOCK LETTERS)

---

PHYSICAL ADDRESS (IN BLCOK LETTERS)

---

CONTACT PERSON

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

CELLPHONE NUMBER

---

E-MAIL

---

TYPES OF BUSINESS

---

PRINCIPAL BUSINESS ACTIVITIES

---

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	64 of 71



**ANNEXURE A  
GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
July 2010**

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	65 of 71

# ANNEXURE B SHEQ SPECIFICATION

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	66 of 71

## **ANNEXURE B**

### **TABLE OF CONTENTS**

#### **ITEM**

1. Introduction (Scope)
2. Reference Document/ Normative References
3. Definitions
4. Responsibilities
5. Objectives and targets
6. Implementation of SHE specifications
7. Application of SHE specifications
8. Safety Health and Environment in practice
9. Monitoring and Auditing
10. Registers
11. Conclusion

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	67 of 71

## EXECUTIVE SUMMARY

This specification document constitutes a generic, user-friendly specification for waste management contractors and / or implementers of a wide range of projects. The specification will be primarily for use during handling, and maintenance of waste management at SPDC t/a AIDC infrastructures. The express purpose of the document is to ensure that all projects are implemented within the ambit of sound Health Safety and Environmental standards and norms and to ensure that these standards are properly defined and contractually enforced. As such, the document outlines Health Safety and Environmental actions associated with the civil components of projects, which are considered pertinent to the proper Health Safety and Environmental management and control in terms of the legislation. In this respect, the document describes the various phases of a waste management or project and the specific deliverables, requirements and restrictions relevant for each phase.

## ACRONYMS

SPDC t/a AIDC: Supplier Park Development Company trading as Automotive Industry Development Centre

ASP: Automotive Supplier Park

EH&SC: Environmental Health and Safety Coordinator

EIA: Environmental Impact Assessment

EM: Environmental Manager

EMP: Environmental Management Plan

EMS: Environmental Management System

FAA: Fire and Allied Association

IEM: Integrated Environmental Management

IMS: Integrated Management System

PM: Project Manager

RoD: Record of Decision

EA: Environmental Authorization

SABS: South African Bureau of Standards

PC: Principal Contractor

OHSA: Occupational health and Safety Act

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	68 of 71

HCS: Hazardous chemical substances

HSP: Health and Safety plan

NFPA: National Fire Protection Association

SHE: Safety, health and environment

SPEC: Specification

COIDA: Compensation for Occupational Injury and Diseases Act

HIRAC: Hazard Identification, Risk Assessment and Controls

DIFR: Disabling Injury

Frequency Rate DISR:

Disabling Injury Severity Rate

PPE: Personal, protective Equipment

SACPCMP: South African council for project and construction management professions.

SACQSP: South African council for Quality surveying professions.

ECSA: Engineering councils of South African

SACAP: South African council for architectural professions

ECB: Electrical contractor's board

MSDS: Material safety data sheet

COC: Certificate of Compliance

SAQCC: South African Qualification Certification Council

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	69 of 71

1. To ensure compliance with the requirements of the National Environmental Management Act (Act No. 107 Of 1998), Occupational health and safety Act (Act No. 85 of 1993) and Regulations including other applicable local bylaws.

2. Reference Documents but not limited to:

- (a) Integrated Environmental management series, Environmental Best Practice Specification: Construction 3<sup>rd</sup> Edition February 2005).
- (b) Occupational Health and Safety Act, (Act No. 85 of 1993).
- (c) Compensation for Occupational Injury and Diseases Act. (Act 130 of 1993) (d) Construction Regulations 2014 (Amendment).
- (e) South African National Standards (SANS), including SANS 60335-2-76
- (f) National Environmental Management Act, (Act No. 107 of 1998).
- (g) National Environmental Management Act: Waste Act (59 of 2008)
- (h) Integrated Management System:(OHSAS180012007(ISO45001:2018), ISO14001:2015, ISO9001:2015)
- (i) SABS: SANS 347and Annexures, SANS 10089:2010 (Applicable to this project)
- (j) National Disaster Management Act (57 of 2002)
- (k) Directions of recycling waste guidelines for COVID 19
- (l) Occupational health and safety directions for COVID 19
- (m) The South African Constitution (Act 108 of 1996)
- (n) Hazardous Substances Act (Act 5 of 1973)
- (o) Health Act (Act 63 of 1977)
- (p) Environment Conservation Act (Act 73 of 1989)
- (q) National Water Act (Act 36 of 1998)
- (r) The National Environmental Management Act (Act 107 of 1998)
- (s) Municipal Structures Act (Act 117 of 1998)
- (t) Municipal Systems Act (Act 32 of 2000)
- (u) Mineral and Petroleum Resources Development Act (Act 28 of 2002)
- (v) Air Quality Act (Act 39 of 2004)
- (w) National Environmental Management: Waste Act, 2008 (Act 59 of 2008)
- (x) National Environmental Management: Waste Amendment Act, 2014 (Act 26 of 2014)

### 3. Safety Health and Environment in Practice

**(Project specific requirements, contractor to provide the AIDC with the following documentation:**

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	70 of 71

1. Letter of Good Standing
2. Public Liability Insurance to the minimum value of R2 Million
3. Medicals of all employees
4. ID copies of all employees. (Passport to include valid work permits)
5. Risk Assessments and Safe Working Procedures
6. Detailed Method Statement.
7. Certificate of hazardous waste (disposal)
8. Transporter waste certificate (hazardous and general waste)

**Recycling services,**

- Any person who undertakes an activity involving reduction, reuse and recycling provide *for recycling and recovery products or components.*

*Storage of waste*

- Storage of waste any person who generates waste must takes steps to ensure that.
- the containers in which waste is stored are intact and not corroded or in other way rendered unfit for the safe storage of waste.
- adequate measures are taken to prevent spillages an accident.
- the waste cannot be blown away.
- nuisances such as odour, visual impacts and breeding of vectors do not rise.
- pollution of the environment is prevented.

**Transportation of waste,**

- any person transporting waste must take all reasonable steps to prevent any spillages, of waste or littering from a vehicle used to transport waste.
- where waste is transported for the purposes of disposal a person transporting the waste before offloading the waste from vehicle ensure that the facility the waste is transported to is authorized to receive the waste.
- where hazardous waste is transported for purposes other than disposal, the person transporting before offloading the waste from the vehicle ensures that the facility is authorized to receive such waste and should receive written confirmation that the waste has been accepted.

**Disposal of waste,**

- No person may dispose waste in or on any land, waterbody or any facility unless the disposal of that waste is authorized.
- Dispose waste in a manner that is likely to cause pollution of the environment or harm to health.

**COVID 19**

Principal contractor to ensure that they comply with Disaster Management Act 57 of 2002 and all **COVID 19** Regulations to ensure safety of employees and AIDC.

The principal contractor to provide AIDC with COVID 19 plan that i.e.: Risk assessments Screening, Procedures, Organogram, COVID 19 Policy, COVID 19 reporting process.

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	71 of 71

# ANNEXURE C

## Local Content Annexure C

Effective Date:	Revision No:	Compiled by:	Approved by:	Page Number
1 February 2019	2	M. Niehof	G Mathe	72 of 71