



Open Form

STEVE TSHWETE LOCAL MUNICIPALITY

QUOTATION NO. Q06.08.18

CALLING FOR QUOTATIONS FOR SERVICES (R 30 000 TO R 200 000.00)

OPERATION & MAINTENANCE OF ROCKDALE, RIETKUIL, DOORNKOP AND SOMAPHEPHA WASTE TRANSFER STATIONS FOR A PERIOD OF 12 MONTHS.

| | | | |
|----------------------|-------------------|-------------|--------------|
| CLOSING DATE: | 2018/08/13 | TIME | 12H00 |
|----------------------|-------------------|-------------|--------------|

| | |
|---|------|
| NAME OF COMPANY | |
| TOTAL AMOUNT (MBD 3.1) | |
| CENTRAL SUPPLIER DATABASE NUMBER | MAAA |
| CONTACT PERSON | |
| TELEPHONE NUMBER | |
| FAX NUMBER | |

| ENQUIRIES REGARDING QUOTATION PROCEDURES | | TECHNICAL ENQUIRIES | |
|--|-------------------------------|--|--------------|
| DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT | | DIRECTORATE: ENVIRONMENTAL AND SOLID WASTE MANAGEMENT | |
| KENNETH MAHLANGU | | P. MAVIMBELA | |
| CHIEF DEMAND AND ACQUISITION MANAGER | | SPECIAL WORKSMAN: SOLID WASTE MANAGEMENT | |
| TEL. NUMBER | 013 249 7702 | TEL. NUMBER | 013 249 7719 |
| QUOTATION ISSUED BY | | | |
| KENNETH MAHLANGU | | SUPPLY CHAIN MANAGEMENT | |
| | | | |
| CHIEF DEMAND AND ACQUISITION MANAGER | | TEL. NUMBER | 013 249 7702 |
| STEVE TSHWETE LOCAL MUNICIPALITY | P.O. BOX 14, MIDDELBURG, 1050 | | |

QUOTATION DETAILS

| | | | | | | |
|---------------------------|---|--|-------------------------|-------|--------------|------------|
| QUOTATION NUMBER | Q06.08.18 | | | | | |
| TENDER TITLE | OPERATION & MAINTENACE OF ROCKDALE, RIETKUIL, DOORNKOP AND SOMAPHEPHA WASTE TRANSFER STATIONS FOR A PERIOD OF 12 MONTHS. | | | | | |
| CLOSING DATE | 2018/08/13 | | CLOSING TIME | | 12H00 | |
| SITE MEETING | DATE | 2018/08/07 | TIME | 10h00 | COMPULSORY | YES |
| SITE MEETING ADDRESS | ROCKDALE WASTE TRANSFER STATION | | | | | |
| CIDB GRADING REQUIRED | N/A | | LEVEL AND CATEGORY | | N/A | |
| QUOTATION DOCUMENT FEE | FREE OF CHARGE | | PREFERENCE POINT SYSTEM | | 80/20 | |
| QUOTATION BOX SITUATED AT | DEMAND AND ACQUISITIONING MANAGEMENT, SCM OFFICES, CORNER WALTER SISULU AND PROTEA STREET, MIDDELBURG | | | | | |
| OPERATING HOURS | The bid box is open during office hours, Monday to Thursdays from 08h00 to 16h00 and Fridays from 08h00 to 13h00. | | | | | |
| OFFER TO BE VALID FOR | 90 | DAYS FROM THE CLOSING DATE OF QUOTATION. | | | | |

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting quotation and copy of said document must be attached to quotation.
2. Quotations that are deposited in the incorrect box will not be considered.
3. Mailed, telegraphic, telex, or faxed quotations will not be accepted.
4. No late quotations after closing date and time will be accepted.
5. Quotations not clearly marked and unamend will not be accepted.
6. Quotations may only be submitted on the quotation documentation provided by the municipality.
7. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

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| Q06.08.18 | | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

QUOTATION NOTICE & INVITATION

STEVE TSHWETE LOCAL MUNICIPALITY



QUOTATION NO.: Q06.08.18

OPERATION & MAINTENANCE OF ROCKDALE, RIETKUIL, DOORKOP AND SOMAPHEPHA WASTE TRANSFER STATIONS FOR A PERIOD OF 12 MONTHS

CLOSING DATE: 2018/08/13

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), quotations are hereby invited for **request for quotation : Operation & maintenance of rockdale, rietkuil, doorkop and somaphepha waste transfer stations for a period of 12 months**

Quotation documents and specifications are available on the municipal website(www.stlm.gov.za)

The COMPULSORY clarification meeting will be held as follows:

Location: ROCKDALE WASTE TRANSFER STATION(The coordinates of the entrance are S25°48'54.68" E29°31'28.93'.)

Date: 07/08/2018

Starting time: 10:00 to 10:30 am

The closing time for receipt of quotations is **12:00hrs** on 2018/08/13. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late quotations** will under no circumstances be considered and accepted. The quotation box will be emptied just after closing time on the closing date. Hereafter all quotations will be public.

Any technical enquiries relating to the quotation document may be directed to the **P. MAVIMBELA**, Special Workman: Environmental and Solid Waste Management on **013 249 7719** .

Fully completed quotation documents, clearly marked "**Quote No. Q06.08.18: CLOSING DATE: 2018/08/13**" with "**NAME of SUPPLIER**" must be placed in a sealed envelope and placed in the **quotation box** at **DEMAND AND ACQUISITIONING MANAGEMENT, SCM OFFICES, CORNER WALTER SISULU AND PROTEA STREET, MIDDELBURG** by no later than **12h00 on 2018/08/13**. The envelope must be endorsed with number, title and closing date as indicated above.

Tenders will be evaluated on functionality first, whereby the minimum of **60 points** should be obtained in order to be evaluated on price and BBBEE. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Steve Tshwete Local Municipality where 80 points will be allocated in respective of price and 20 points in repective of BBBEE.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database
- Who is in the service of the state;
- If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to reject any quote or to accept a part of it. The municipality does not bind itself to accepting the lowest quotation or award a contract to the bidder scoring the highest number of points.

The following documents have to be attached:

- **Original certified copy of valid BBBEE certificate(non compulsory, failure to submit no points will be awarded)**
- **Valid Tax Clearance certificate & SARS Pin reference pin issued**

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BIDDER

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- **Copy of current municipal account (not older than 3 months)**
- **Copy of company registration certificate (CK)**
- **Copy of CSD document**

B. KHENISA

ACTING MUNICIPAL MANAGER
STEVE TSHWETE LOCAL MUNICIPALITY
Municipal Civic Building
Wanderers Avenue
MIDDELBURG, 1050

| | | | | | |
|-----------|--|--------|---------|----------|---------|
| Q06.08.18 | | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

| Words/Abbreviation | Meaning |
|--------------------|---------|
| Example: M | Meter |
| | |

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or “-“
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or “-“
- p) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

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FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

| | |
|---------------------|---|
| Bid / Tender Number | Q06.08.18 |
| Tender Title | OPERATION & MAINTENACE OF ROCKDALE, RIETKUIL, DOORKOP AND SOMAPHEPHA WASTE TRANSFER STATIONS FOR A PERIOD OF 12 MONTHS |

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

| AMOUNT IN WORDS (INCL. VAT) | AMOUNT IN FIGURES (INCL VAT) |
|-----------------------------|------------------------------|
| RAND | R |

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

| Signature Block: Tenderer | | | |
|---------------------------|--|------|--|
| Signature | | Date | |
| Name | | | |
| Capacity | | | |
| Name of organization | | | |
| Address of organization | | | |
| Signature of witness | | Date | |
| Name of witness | | | |

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The tax clearance certificate requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a tax clearance certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original tax clearance certificate must be submitted together with the bid. Failure to submit the original and valid tax clearance certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where consortia / joint ventures / sub-contractors are involved, each party's must submit a separate Tax Clearance Certificate.
5. Applications for the tax clearance certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.
6. Exemption to the provision of a tax clearance certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

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| 3.8 | Have you been in the service of the state for the past twelve months? If yes, please furnish particulars : | Yes | No |
| 3.8.1 | Name of director | | |
| 3.8.2 | Service of state organization | | |
| 3.9 | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars : | Yes | No |
| 3.9.1 | Name of person in the service of state | | |
| 3.9.2 | Relationship | | |
| 3.10 | Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars : | Yes | No |
| 3.10.1 | Name of person in the service of state | | |
| 3.10.2 | Relationship | | |
| 3.11 | <i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars : | Yes | No |
| 3.11.1 | Name of director | | |
| 3.11.2 | Service of state organization | | |
| 3.12 | Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars: | Yes | No |
| 3.12.1 | Name of director | | |
| 3.12.2 | Name of relative | | |

5. I, the undersigned certify that the information furnished on this declaration form is correct.

| | |
|---|---|
| I accept that the state may act against me should this declaration prove to be false. | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

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| Q06.08.18 | | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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 |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

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 in regard to preferences, in any manner required by the purchaser.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 6.1, 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|-----|----|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page</p> | Yes | No |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.</p> | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during | Yes | No |

| Item | Question | Yes | No |
|-------|--|-----|----|
| | the past five years? | | |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

| | |
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| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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| Q06.08.18 | | | | | |
| | BIDDER | WITNESS | EMPLOYER | WITNESS | |

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: Q06.08.18 OPERATION & MAINTENACE OF ROCKDALE, RIETKUIL, DOORNKOP AND SOMAPHEPHA WASTE TRANSFER STATIONS FOR A PERIOD OF 12 MONTHS

in response to the invitation for the bid made by:

| |
|--|
| |
| NAME OF MUNICIPALITY / MUNICIPAL ENTITY |

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

I certify, on behalf of:

| |
|-------------------------------|
| |
| NAME OF REPRESENTATIVE |

that:

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

| | | | | | |
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| Q06.08.18 | | | | | |
| | BIDDER | WITNESS | EMPLOYER | WITNESS | |

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

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

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

| | |
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| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

| No | Name* | Identity Number* | Personal Income Tax Number* |
|-----|-------|------------------|-----------------------------|
| 3.1 | | | |
| 3.2 | | | |
| 3.3 | | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

| | | |
|-----|-----------------------------|--|
| 4.1 | Company Registration number | |
| 4.2 | Close corporation number | |
| 4.3 | Tax reference number | |

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

| | | | |
|---|--------------------------|--|--------------------------|
| A member of any municipal council | <input type="checkbox"/> | An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> |
| A member of any provincial legislation | <input type="checkbox"/> | A member of an accounting authority of any national or provincial public entity | <input type="checkbox"/> |
| A member of the National Assembly or the National Council of Province | <input type="checkbox"/> | An employee of Parliament or a provincial legislature | <input type="checkbox"/> |
| A member of the board of directors of any municipal entity | <input type="checkbox"/> | An official of any municipality or municipal entity | <input type="checkbox"/> |

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

| | |
|-------------------------------|---|
| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| CAPACITY | DATE |

| | | | | | |
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CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

| QUESTIONS | | YES | NO |
|---|--|-----|----|
| 1. | Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)? | | |
| 2. | If yes, provide the following details: | | |
| 2.1 | ▪ Municipality name | | |
| 2.2 | ▪ Municipal account number | | |
| 3. | If yes, please attached proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months | | |
| 4. | Does the bidder lease* / rent the property where the business is situated? | | |
| 5. | If yes, provide the following details: | | |
| 5.1 | ▪ Landlord name | | |
| 5.2 | ▪ Address property is situated | | |
| 5.3 | ▪ Contact number of landlord | | |
| 6. | Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof | | |
| I, (Insert full name) | | | |
| of (insert physical address) | | | |
| being a Director, Principal Shareholder, owner of company (Insert company name) | | | |
| | | | |
| Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge | | | |
| SIGNATURE | | | |

NOTICE OF SUPPLY CHAIN MANAGEMENT

APPLICATION FOR REGISTRATION ON CENTRAL SUPPLIER DATABASE

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Steve Tshwete Local Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate)

| QUESTIONS | | YES | NO |
|--|--|------|----|
| 1. | Is your company registered on the Central Supplier Database? | | |
| 2. | If yes, provide the following details: | | |
| 2.1 | ▪ CSD registration number | MAAA | |
| 2.2 | ▪ Unique CSD number | | |
| 3. | Enquiries related to par. 2.1 and 2.2 can be made to Ms. Martha Makoala and Thembi Jiyane at (013) 2497309 / 2497164 | | |
| 4. | If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document | | |
| I, (insert full name) | | | |
| of (insert physical address) | | | |
| being a Director, Principal Shareholder, owner of company (insert company name) | | | |
| | | | |
| hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge | | | |
| SIGNATURE | | | |
| 5. | VERIFICATION BY STEVE TSHWETE LOCAL MUNICIPALITY OFFICIAL | | |
| I, (insert full name) | | | |
| in the capacity as | | | |
| hereby confirms that the information submitted by the service provider was verified with the Central Supplier Database and found as correct to be the best of my knowledge | | | |
| SIGNATURE | | | |

EVALUATION SCHEDULE : TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members / experts in similar projects or nature or similar areas and conditions in relation to the scope of work will be evaluated here.

Contractor should very briefly describe his or her experience in this regard and attach this to this schedule.

NB: ATTACH PROOF OF COMPANY'S CURRENT OR COMPLETED PROJECTS. e.g purchase orders, projects completion certificates, tender award letters.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

| Employer, contact person and telephone number, where available | Description of work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Date completed |
|--|-------------------------------|---|----------------|
| | | | |
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The scoring of the tenderer's experience will be as follows:

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBEE.

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

SIGNED AT AUTHORIZED SIGNATURE (UNDERSIGNED)

DATE NAME

| | | | | | |
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The scoring of the tenderer's experience will be as follows:

| | |
|--------------------------|---|
| Non-responsive (score 0) | Tenderer has no experience or no information has been provided on operation and maintenance of waste disposal sites |
| Poor (max score 10) | Tenderer has previous work experience on 1-2 projects on operation and maintenance of waste disposal sites |
| Satisfactory (Score 15) | Tenderer has limited relevant experience on 3-4 projects on operation and maintenance of waste disposal sites |
| Good (Score 25) | Tenderer has relevant experience in relation on 4-5 projects on operation and maintenance of waste disposal sites. |
| Very good (Score 35) | Tenderer has outstanding work experience on 6-7 projects on operation and maintenance of waste disposal sites |

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBEE.

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

| | |
|------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |

PROPOSED ORGANIZATION ANDSTAFFING

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff.

The roles and responsibilities of each **key staff member / expert** should be set out as job descriptions. In the case of an association / joint venture/ consortium, it should , indicate how the duties and responsibilities are to be shared.

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CAPACITY TO EXECUTE & IMPLEMENT THE TENDER (PHYSICAL RESOURCES) EVALUATION

NB:The tenderer needs to indicate the lists of equipment that they presently own or lease or will acquire or hire to successfully implement this contract if the tender.

Evaluation points will be awarded in accordance with physical resources capacity, age and ownership status.

List of main physical resources and equipment to be used on project:

| Quantity | Description, size, capacity, manufacturing, etc. | Year / Age of equipment | Registration Number | Owned/ Hired/ Acquired/ Company | Roadworthy/ Condition |
|---|--|-------------------------|---------------------|---|-------------------------------|
| Example: | | | | | |
| 1 | 4 ton truck, Isuzu | 2005, 5 years | Xxx123mp | Owned | Yes, good with service record |
| 2 | 3m trailer | 2000, 10 years | Xxx123mp | Leased from JFL equipment for period of tender. | Yes, Fair |
| Company must indicate the number of working equipments owned. | | | | | NA |
| 1 | WHEEL BARROWS | | | | |
| 2 | BROOMS | | | | NA |
| 2 | SHOVALS | | | | NA |
| 2 | RAKES | | | | NA |
| | | | | | |

| DESCRIPTION | POINTS |
|-------------------|--------|
| WHEEL BARROWS X 1 | 10 |
| BROOMS X 2 | 8 |
| SHOVALS X 2 | 8 |
| RAKES X 2 | 7 |

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE DUPLICATE.

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

- I hereby undertake to render the services as described in the attached bidding documents to Steve Tshwete Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **Q06.08.18** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorized to sign this contract.

| | |
|-------------------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |
| WITNESSES: (SIGNATURE) | DATE |
| 1. | |
| 2. | |

| | | | | | |
|-----------|--------|---------|----------|---------|--|
| Q06.08.18 | | | | | |
| | BIDDER | WITNESS | EMPLOYER | WITNESS | |

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity
 as _____ accept your bid under
 reference number _____ dated _____
 for the rendering of services hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

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

3. I confirm that I am duly authorized to sign this contract.

| | |
|-------------------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |
| WITNESSES: (SIGNATURE) | OFFICIAL STAMP |
| 1. | |
| 2. | |

C1.2 CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

The employer is the **Steve Tshwete Local Municipality.**

The authorized and designated representative of the employer is:

Name: **P. MAVIMBELA**, Special worksman: Solid Waste Management

The address for receipt of communications is:

Steve Tshwete Local Municipality
Civic Centre
P.O. Box 14
Middelburg
1050

Telephone:

013 249 7719

Facsimile:

-

Email:

philisiwem@stlm.gov.za

The project is:

OPERATION & MAINTENACE OF ROCKDALE, RIETKUIL, DOORNKOP AND SOMAPHEPHA WASTE TRANSFER STATIONS FOR A PERIOD OF 12 MONTHS

The service provider is

Name

Address

Telephone:

Facsimile:

The authorized and designated representative of the service provider is

Name

The address for receipt of communications is

Telephone

Facsimile

Email

Address

C3 SCOPE OF WORKS / SPECIFICATIONS

TERMS OF REFERENCE

1. BACKGROUND INFORMATION

The proposal details the requirements for the Maintenance and Operation of the Waste Transfer stations at various areas situated in the jurisdiction of the at Steve Tshwete Local Municipality (STLM). The **ROCKDALE, RIETKUIL, DOORKOP AND SOMAPHEPHA** transfer stations comprises of household waste only, no garden facility. All these waste transfer stations must be operated and maintained according to permit conditions and norms & standards for waste storage.

2. SCOPE OF WORKS OF THE SERVICES REQUIRED

2.1 General description

This Contract provides for the supply of all labour, plant, tools, equipment and management necessary to operate the Facility in an effective and environmentally sound manner.

2.2 Description of Facilities and Access

- 1.The **Rockdale** Waste Transfer Station is located \pm 15 KM South East of Middelburg next to N11 road.
2. The **Rietkuil** Waste Transfer Station is located \pm 35 KM North of Hendrina (near Arnot power station). Access is from a tarred road leading from the Eastern side of the town towards the Facility.
- 3.The **Doornkop** Waste Transfer Station is located \pm 35 KM Northwest of Middelburg. Access is from a gravel road from N11 (Loskop dam road).
- 4.The **Somaphepha** Waste Transfer Station is located \pm 35 KM Northeast of Middelburg on the Stofberg road.

3. FACILITY OF WORKS

a) Office and other Structures

There are some existing Facilities at the site, the Contractors can make use of these Facilities but will be responsible for maintaining the Facilities and equipment including keys for the Facilities and equipment. At the end of the Contract period the Facilities must be returned in the same state as the start of the Contract. The Contractor will subject to the Director Environmental and Solid Waste Management prior approval and approval plan by the Municipality, provide buildings and structures such as offices, ablutions, plant, shelters, etc at the Facility to the satisfaction of the Solid Waste Management.

b) Contractor's Enclosure

This area which is fenced is intended to be used primarily as security areas for overnight parking for the Contractor's vehicles and plant equipment. The servicing and maintenance of the Contractor's vehicles and plant equipment shall be carried out within this area and in a controlled manner.

c) Access Control Gates

There are security gates across both lanes of the access road, for the purpose of controlling the entry and exit of vehicles. A gate control officer (provided by the contractor) will conduct access control.

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| | BIDDER | WITNESS | EMPLOYER | WITNESS | |

requesting permission to proceed with the operation.

5. OPERATION AND MAINTENANCE OF THE FACILITIES

a. Source of Waste

The waste disposed of at the Facility originates from Rockdale, Dennesige, Middelburg Ext 49, Rietkuil, Doornkop and Somaphepha and the surrounding areas, and consisting of household waste, garden Waste, builder's rubble and industrial waste (except hazardous waste).

b. Other Sources

Should it be to the Steve Tshwete Local Municipality's benefit, they may dispose of waste at the Facility that originates from sources other than those indicated. In such an event the Steve Tshwete Local Municipality reserves the right to restrict the quantity of waste received from other sources. For the duration of the Contract and any extensions thereto, it will be the Contractor's responsibility to make all known and any interests he, and/or of the personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the Facility. In addition, should this position change, the Contractor will be obliged to inform the Steve Tshwete Local Municipality thereof within seven days(7) days of any such change.

Any obvious abuse of this entitlement will result in immediate cancellation thereof.

No hazardous waste may be disposed off on site.

c. Waste Quantities

The current estimated quantity of waste to pass through the transfer stations varies from month to month. An employer shall not be bound to specific quantities. Because of unpredictable growth in population in the areas as well as the locality of the waste generation source, the actual quantities may vary considerably from the estimated quantities. Furthermore, the STLM reserves the right to vary its waste disposal strategy, which will affect the waste quantities, involved.

d. Waste Types

The Contractor will be required to handle all non-hazardous waste. Hazardous wastes will not be accepted on the site and the generator will be advised of the correct disposal sites available within and outside the Municipal boundaries. Only **DOMESTIC WASTE** will be handled at the facilities:

Hazardous Wastes, liquids and sludge, whether in sealed drums or not, will NOT be allowed to be disposed at the Facility.

The Contractor will be required to record all relevant details of any person, vehicle or operator who attempt to bring any such unacceptable waste onto the Facility and shall advise such a person or operator of the locality of the nearest Facility where such waste can be safely handled, and the Director Environmental and Solid Waste Management from Steve Tshwete should be informed accordingly.

d. Charges for Disposal

The Contractor shall not cash-charge any of the users for disposing Waste at the Facility. Users will be allowed to dispose of waste free of charge.

The charge, if any, for using the Facility will be based on the volume (cubic meter capacity of the vehicle or container, with adjustments for the compactor vehicles and compacted containers or actual tonnage). The invoicing for the above mentioned amount will be undertaken by the Steve Tshwete Local Municipality, who reserves the right to vary the rate of disposal from time to time as it considers necessary. All the money obtained from invoicing will belong to the Steve Tshwete Local Municipality.

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trained in safety rules and regulations (Occupational health and Safety) be provided protective equipment and they must be immunised for Hepatitis B.

h. Control of Gate

For the full duration of the contract, the Contractor shall provide a competent and reliable gatekeeper, for the purpose of controlling and ensuring the correct assessment of incoming loads. All vehicles entering the Facility will be stopped at the entrance. The gate controller will record the driver's details; the vehicles tare weight, registration number and waste type. The driver will be directed to the bin controller to be shown as where to dispose of his waste. On arrival at the designated area the bin controller will direct the vehicles to the correct container and inspect the waste during offloading to ensure consistency of the waste stream and also check for hazardous wastes.

When off loading is completed, the driver will proceed to the exit where the security guard will check that the vehicle is empty before the vehicle is allowed to exit.

All visitors will be expected to fill in a visitors log book.

i. Preference of Users

The Contractor must at all times show equal respect and consideration to all Facility users and under no circumstances may he treat any user preferentially. This clause has particular reference to the use of the Facility by vehicles belonging to a company or enterprise in which the Contractor may have direct or indirect interest. The public must always be treated friendly to promote the council's image.

j. Meetings and Facility Inspections

During the execution of the contract, the Contractor, other Operators, the Employer and the Director Environmental and Solid Waste Management shall initially meet at monthly intervals or at other intervals as required by the Director Environmental and Solid Waste Management. In addition meetings with the Managing and Monitoring Committee will be held at quarterly intervals. The Director Environmental and Solid Waste Management shall make arrangements for the meetings.

The Contractor shall ensure that a member of his staff, who is sufficiently senior to be able to make operating decisions and commitments, as well as being familiar with the operation of the disposal site, is always in attendance at these meetings. The meeting will be held to discuss all and any matters relating to the operation of the site, and to update and review the overall plan of operation. Decisions made, minuted and agreed at these meetings will be binding on the parties.

Auditors appointed by the employer will undertake periodic (initially) yearly site inspection or audits. During this exercise, a specially designed profoma will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations will be submitted to both the employer and the Contractor. These inspections may or may not be conducted in conjunction with the Contractor or the monthly meetings. At the discretion of the Director Environmental and Solid Waste Management, such periodic site inspections can later be undertaken quarterly.

k. Operation of the Facilities

The operation of the Facility by the contractor will involve the following major functions:

- Gate and Access Control.
- Maintenance of access roads within the sites.
- Usage of skip bins.
- Grass cutting.

The principle regarding the above are discussed below, with the view to provide the Service Provider with a clear concept of what is expected of him with guidelines for drafting his proposed Action Plan. Where applicable, the Contractor will be expected to operate the site according to the stipulations in the

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Management Plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

I. Access Roads

Contractor shall construct temporary roads for the operation and maintain future permanent gravel access roads to the depositing area as and when necessary during the contract period. The gravel access road to the relevant phase, from the main road must also be maintained. The roads must be:

- Usable in both wet and dry conditions.
- Able to comfortably accommodate two large passing vehicles.
- Sufficiently smooth and even to enable large vehicles to travel at 20 km/h without damage or discomfort.
- Flat enough to enable vehicles to stop and move off without difficulty and slipping.

m. Traffic Control and Direction Signs

Clear and easily understandable traffic control and direction signs must be provided from the turning off to the Facility entrance to the off loading point at the working face.

n. Control of Nuisances

The Contractor shall take all reasonable measures to operate the Facility to reduce and, where possible, prevent nuisance such as:

- Odour (by applying sanitary procedures of compaction and covering).
- Dust (by means of watering).
- Flies and rodents (by applying sanitary procedures of compaction and covering as well as by setting fly traps, etc).
- Noise (by ensuring that all plant equipment, etc are in good working order).
- Windblown litter (by applying sanitary procedures of covering, as well using litter-catch fences where possible and picking up the litter that has been scattered in the area). The Contractor shall ensure that a radius of 500 metres around the Facility measured from the fence stays clean of windblown litter at all times.

o. Record Keeping

The Contractor shall maintain comprehensive information on every vehicle that enters the facility for the purpose of offloading. Detailed daily records of the following and these shall be made available for inspection by the relevant Responsible Person or Steve Tshwete Local Municipality at all times.

- Record keeping book
- Number of loads (including the registration and size of each vehicle)
- Daily quantities of waste handled (in terms of volume or tonnages)
- Facility Diary
- Complaints register
- Accidents register
- Breakdowns and Stoppages
- Rainfall
- Hazardous material turned away
- Facility instruction book

All of the above will be compiled in a report and submitted to the Steve Tshwete Local Municipality not later than the tenth of the following month. Failure to comply with this date of submission will result in penalties being imposed.

| | | | | | |
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6. Maintenance of the Facility

The Contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and prevent undue deterioration of any item. The Contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. This will, subject to prior approval by the Director Environmental and Solid Waste Management, be borne by the employer.

Should it at any stage be evident that a large damage repair has resulted because the contractor did not take any action at an earlier stage, and that the Contractor has no good reason for not having taken earlier action, the cost of the repair will be for the cost of the Contractors account. In maintaining the site the Contractor will be expected to perform maintenance work on his own initiative and without first being ordered to do so by the Director Environmental and Solid Waste Management.

i. Buildings

The Contractor shall be responsible for the care and maintenance of all buildings and structures on the site. Maintenance shall include the periodic repairing of and, if necessary, the making good of any damages. All the buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Director Environmental and Solid Waste Management

ii. Notice Boards

The Contractor shall supply and erect, at an approved location, a waterproof notice board with the Director Environmental and Solid Waste Management's approval. The Contractor shall be responsible for effecting alterations to the board to ensure that the information displayed thereon is kept in an up to date condition, and for maintaining the board in good repair for the duration of the contract.

iii. Fences and Gates

The Contractor shall keep all fencing and gates and perimeter wall in good order and shall repair any damage to them.

iv. Skip Bins

The Contractor shall be responsible for the care and maintenance of the skip bins on the site as per the manufacturer's instructions and as per the instructions of the Director Environmental and Solid Waste Management. Maintenance shall include the periodic repairing within 48 hours as agreed and if necessary, the making good of any damage as directed by the Responsible Person. On termination of the Contract, the skip bins shall be left in a thorough clean and sound condition, to the satisfaction of the Director Environmental and Solid Waste Management.

v. Gardens and Landscaping

The Contractor shall also be responsible of caring for the trees by watering them, pruning as per requirement as well as the clearing of unwanted plants or trees that may grow within the Facility. The Contractor is expected to cut the grass within the Facility and 2 metres outside the fence once every two months or as instructed by the Director Environmental and Solid Waste Management

vi. Services

The Contractor shall be responsible for the maintenance of all services such as water mains including hydrants, houses, sewers, storm water pipelines and electrical cables and fittings (i.e. those services within the site boundaries if any). Maintenance shall include the periodic repairing of and, if necessary, the making good of any damage. On termination of the Contract, the waste Compactor unit shall be left in a thoroughly clean condition, to the satisfaction of the Authorised Responsible Person.

vii. Containers on Site

| | | | | | |
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- It is considered that the performance of the services will not be compromised through any conflict of interest.)

15 MANDATORY INFORMATION TO BE SUBMITTED

Proof of ownership or lease agreement of resources, including backup. All attachments required as indicated on the document.

a. **JOINT VENTURES AND CONSORTIUMS**

No joint ventures or consortia's or any sub-contracting will be accepted on this project.

b. **PERIOD OF TENDER**

The period of the project will be 12 months

c. **SERVICE LEVEL AGREEMENT**

A service level agreement will be entered into on appointment of the contract.

d. **ACCEPTANCE OF OFFER**

The municipality reserves the right not to award the project or any part of the project subject to the availability of budgetary funds and other factors.

NB: A CONTRACTOR AWARDED A SIMILAR PROJECT IN ONE OF THE 09 WASTE TRANSFER STATIONS WILL NOT BE AWARDED THIS PROJECT.

e. **EVALUATION**

Project will be evaluated on functionality first. Only projects who receives the minimum eligible points of 60 will be further evaluated on price and preference points.

f. **INFORMATION TO BE PROVIDED WITH THE BID**

None

g. **REQUIRED DELIVERABLES**

Waste transfer station that is complying with the permit conditions and monthly reports.

h. **INFORMATION TO BE OBTAINED BY SERVICE PROVIDER**

None

i. **INFORMATION THAT WILL BE PROVIDED BY THE MUNICIPALITY**

Site permit and specifications

j. **PRICING GUIDELINES**

The price must clearly indicate the monthly price and the total price for 12 months including VAT.

16. JOINT VENTURES AND CONSORTIUMS

| | | | | | |
|-----------|--|--|--|--|--|
| Q06.08.18 | | | | | |
|-----------|--|--|--|--|--|

No joint ventures or consortia's or any sub-contracting will be accepted on this project.

17. EVALUATION

Tenders will be evaluated on functionality first, whereby the minimum of 60 points should be obtained in order to be evaluated on price and BBEE. Only tenders who receive the minimum eligible points will be further evaluated on price and preference points.

18. VALIDITY PERIOD

The quotation shall be valid for 90 days from date of opening the quote.

19. ESTIMATE TIMEFRAMES

| No. | Activity | Estimate Date |
|-----|---|---------------|
| 1. | Advertisement and invitation | 2018/08/02 |
| 2. | Closing Date for submission of quotations | 2018/08/13 |
| 3. | Evaluation process. | |
| 4. | Signing of final award | |

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – www.treasury.gov.za/legislation.