

# STEVE TSHWETE



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Civic Centre, Wanderers  
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Mpumalanga

## LOCAL MUNICIPALITY

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### **REQUEST FOR FORMAL WRITTEN PRICE QUOTATIONS** **SERVICES** **(R 30,000 to R 200,000)**

#### **OPERATION AND MAINTENANCE OF DENNESIG TRANSFER STATION FOR 12 MONTHS**

Kindly furnish me with a written quote for the rendering a service as detailed in the enclosed schedule.

The following conditions will apply:

- Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price(s) quoted must be firm.
- A firm delivery period must be indicated.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose the enclosed forms MBD 1, MBD 2, MBD 3.1, MBD 4, MBD 6.1, MBD 7.1, MBD 8 and MBD 9 must be scrutinized, completed and submitted together with your quotation.
- The successful provider will be the one scoring the highest points.
- The Council is not bound to accept the lowest or any quote.

The following documents to be submitted together with the quotation:

- Originally Certified Copy or Original of BBBEE Certificate (Not compulsory but failure to submit will result in no point allocated)
- Copies of the Registration of firm
- Valid Tax clearance certificate
- Company profile entailing previous relevant/similar experience to the project
- Service provider must be registered on Central Supply Database (CSD) and provide registration number MAAA number

In the case of a Joint Venture the following documents are required:

- Joint Venture agreement signed by both parties
- Originally Certified Copy or Original of BBBEE Certificate for both companies
- Copies of the Registration of firm for both companies
- Valid Tax clearance certificate for both companies
- Company Profile entailing previous relevant/similar experience for both companies

**The compulsory clarification meeting will be held as follows:**

**Location: Dennesig Transfer Station**

**Date: 08 September 2016**

**starting time: 10H00**

Quotation may only be submitted on the quotation document issued. Copies of the quotation document can be printed from the municipal website.

The closing time for receipt of Quotations is **12:00 on 14 September 2016**. Sealed quotations marked **“OPERATION AND MAINTENANCE OF DENNESIG TRANSFER STATION FOR 12 MONTHS”** must be placed in the **quotation box at office D210**.

**A minimum of 60 POINTS SCORE will ensure qualification for the evaluation of financial proposals.**

**Telegraphic, telephonic, telex, facsimile, e-mail and late quotations will not be accepted. Council is not bound to accept the lowest or any quotation. Quotations shall be adjudicated in accordance with preference procurement policy of Steve Tshwete Municipality.**

Service providers not registered on the Council's vendor database must log on to [www.stevetshwetelm.gov.za](http://www.stevetshwetelm.gov.za) or visit Ms Martha Mtsweni at the Service Centre to complete the necessary documentation and to submit a completed application prior to submitting the quotation.

Failure to comply with these conditions may invalidate your offer.

Yours faithfully

**S.M MNGUNI  
ACTING MUNICIPAL MANAGER**

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**MBD 1: REQUEST FOR A FORMAL WRITTEN PRICE QUOTATION – FIRM FIXED PRICE**

**(Over R10 000.00 up to a transaction value of R200 000.00 VAT included)**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE STEVE TSHWETE LOCAL MUNICIPALITY**

BID NUMBER: **Q17.09.16**

CLOSING DATE: 14 September 2016

CLOSING TIME: 12H00.

DESCRIPTION **OPERATION AND MAINTENANCE OF DENNESIG TRANSFER STATION FOR 12 MONTHS**

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**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.1)**

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Bid documents must be deposited in the bid box situated at:

The Director Environmental and Solid Waste Management  
1<sup>st</sup> Floor, Civic Centre Room D210  
Wanderers Avenue  
Middelburg  
Mpumalanga

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 7H30 TO 16H00 hours Monday to Friday

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Performance record on similar projects
2. Capability to execute the contract (organisation and staff)
3. Value for money
4. PPPFA and associated criteria

**NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of Bidder:

.....

Postal Address:

.....

Street Address:

.....

Telephone Number:

Code ..... Number

.....

Cellphone Number:

.....

Facsimile Number:

Code ..... Number

.....

Vat Registration Number:

.....

Has an original tax clearance certificate been attached (MBD 2)?

Yes / No

Are you the accredited representative in South Africa for the services offered by you?

Yes / No

SIGNATURE OF BIDDER:

.....

DATE:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

**TOTAL BID PRICE CARRIED OVER FROM MBD 3.1: R**

.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality:** Steve Tshwete Local Municipality.

**Department:** Finance – Supply Chain Management

**Contact Person:** Mr. P. Van der Merwe

**Tel:** (013) 249 7000

**Mobile:**

**Fax:** (013) 243 2550

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** P Mavimbela

**Department:** ENVIRONMENTAL AND SOLID WASTE MANAGEMENT

**Tel:** 013 249 7719 **Mobile:**

**Fax:**

## **TERMS OF REFERENCE**

### **1. Background information**

The Dennesig Waste Transfer Station is located  $\pm$  1km North of Dennesig next to N11 (Loskop dam road). The services of the service providers are required for the operation and maintenance of the Waste Transfer Station in Dennesig, which comprises of the waste transfer station only, no garden facility.

### **2. Scope of Works of the services required**

#### **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 to ensure compliance with the permit.

#### **Description of Facilities and Access**

The Dennesig Waste Transfer Station is located  $\pm$  1km North of Dennesig. Access is from a gravel road from N11 (Loskop dam road).

#### **Facility of Works**

For the duration of the Contract, the Contractor will provide his own permanent or temporary Facilities if available and that include:-

#### **a) Office and other Structures**

There are some existing Facilities at the site, the Contractor 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

**d) Security**

The Contractor must allow for a minimum of two person during operational hours, at the site. Should the Contractor require further security measures to protect equipment and property, he may take such measures at his own costs and subject to the Director: Environmental and Solid Waste Management's Approval.

**e) Water Supply**

There may be water meters connected to the water network at the Facility, and it can be utilised at a rate determined by the Steve Tshwete Local Municipality. The Contractor will formally have to apply and pay for the use of the connection of electricity at the Steve Tshwete Local Municipality at the Contractor's expense.

**f) Electricity Supply**

There is no electricity supply at present. If electricity reticulation on the sites is required by the contractor it shall be constructed at his own cost, and comply with council regulations.

**g) Housing of Employees**

The Contractor will not be permitted to house his employees, at the Facilities.

**COMMENCEMENT AND SUSPENSION**

**Commencement of Contract**

Contractor shall commence the Contract within 07 (seven) days after the receipt by him of a letter of appointment by delivery by hand or registered post and shall proceed with the work immediately.

**Contract Period**

The Contract period shall be 12 Months.

**Suspension of Operation**

The Contract shall on the written order of the Director Environmental and Solid Waste Management suspend or curtail the Operation for such time or times and in such manner as the Director Environmental and Solid Waste Management may consider necessary and shall such suspension properly protects and secure the Facility so far as is necessary in the opinion of the Relevant Authorised Person. The extra cost (where properly sustained) incurred by the Contractor in giving effect to the Director Environmental and Solid Waste Management's instructions under this clause shall be borne by the Steve Tshwete Local Municipality unless such suspense is:

- Necessary because of improper execution of the work or some other default on the part of the contractor.
- Necessary because of weather conditions.
- Necessary for safety reasons.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Director Environmental and Solid Waste Management within



14 (fourteen) days of the Director Environmental and Solid Waste Management's order. The Relevant Authorised Person shall determine the extra payment to be made to the Contractor in respect of that claim, as he may consider fair and reasonable.

If the operation is suspended on the written order of the Director Environmental and Solid Waste Management for more than 28 (twenty eight) days, the Contractor may within 14 (fourteen) days from the receipt thereof, serve a written notice to the Director Environmental and Solid Waste Management requesting permission to proceed with the operation and, if such permission is not granted within that time, the Contractor may (but this is not bound) by a further written notice to the Director Environmental and Solid Waste Management.

## **PLANT**

All plant equipment used for the work shall be suitable for the general prevailing conditions, prevailing road conditions, of adequately rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of dust, noise and air pollution all within the bounds of legal requirements. Properly qualified/trained and experienced Operators shall operate the plant equipment. Proof of competence of drivers must be submitted to the Director Environmental and Solid Waste Management for approval. In the event of a breakdown occurring, the Contractor shall provide equipment as is necessary to ensure that the proper Operation and Maintenance of the works is not placed in jeopardy.

Plant and Equipment – the Contractor shall submit with his tender, a description of the proposed plant equipment complement as well as a description of the backup on breakdowns.

## **OPERATION AND MAINTENANCE OF THE FACILITY**

### **Source of Waste**

The waste to be disposed off at the facility originates from Dennesig and the surrounding areas, and consists of household waste, garden Waste and builder's rubble (except hazardous waste).

### **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 of at the site.

### **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.

### **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. Wastes that are expected to be handled are:

- Domestic waste
- Garden waste
- Builder's rubble
- Dry industrial waste
- commercial waste
- Bulky waste

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.

### **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.

### **Operating hours**

The Contractor will be responsible for operating the works every day, including Saturdays and Sundays, and Public Holidays. The only day upon which the Works may be suspended is Christmas day, unless stated otherwise by the Director Environmental and Solid Waste Management.

Should it be established that the above is unsuitable, with the approval of the Director Environmental and Solid Waste Management; the working hours may be altered accordingly and recorded on the notice board.

### **Operating Hours**

<b>Week Days</b>	<b>Description</b>	<b>Time</b>

Monday to Friday	Open to public	07:00 to 18:00
Saturday	Open to public	07:00 to 16:00
Sunday & Public Holidays		07:00 to 15:00

### **Use of Facility after Hours**

Except by prior arrangement and with the Director Environmental and Solid Waste Management's approval the Facility may not be opened outside the agreed operating hours and the Facility's gate shall be kept locked.

### **Contractor's Work Establishment**

The Contractor will have to state in the Data Schedules at the time of tendering the number of designations and qualifications for all staff to be employed, and the number and descriptions of the various types of plant and equipment to be utilized at the Facility for the purpose of executing the Contract. The Contractor will be permitted to vary this establishment during the course of the contract only after a written application has been made to and written permission received from the Director Environmental and Solid Waste Management.

The Contractor shall ensure that the Director Environmental and Solid Waste Management is in possession of an up to date register of all staff, labour, plant and equipment at the Facility. Any deviation from the provision of this clause, especially the removal of plant and equipment without prior approval will attract penalties.

The staff complement shall have the following minimum composition, subject to escalation over weekends, public holidays and peak periods:

<b>Staff Description</b>	<b>Duty Time</b>
Gate controller/security guard	Full time
Skip bin controller/director	Full time

Preference must, wherever possible, be given to local residents, especially women during employee selection. Employees must undergo first aid training and fire fighting courses through recognised training institutions. They must also be trained in safety rules and regulations (Occupational health and Safety) and be provided protective equipment.

### **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. The site must always be free from litter and the surrounding of about 10m should be free from litter.

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

### **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.

### **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) monthly 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.

### **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.
- Garden Waste disposal, general waste
- Management of recycling activities within the site
- Acquisition of waste information
- Usage of skip bins.
- Grass cutting inside and outside the facility at least 10m.

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

### 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.

### 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.

### Working Face – Garden Site

Space must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion. A minimum face width of 6m – 10m must be maintained to enable two vehicles to work alongside each other. To avoid overturning of vehicles, the working face area must also be located and granted that the vehicles operate on a level ground.

### 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.

### Wet Weather

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

### Vehicles Stuck in mud

The Contractor shall have available at the Facility, heavy-duty tow ropes or tow bars, and shall assist

any vehicle becoming stuck on the Facility with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed. The Contractor will be held responsible for the cost of repairs to any vehicle that has been pushed instead of being towed.

### 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
- Breakdowns and Stoppages
- Rainfall
- Hazardous material turned away
- Facility instruction book
- Database on the above

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.

### **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

The containers to be emptied by the Council's refuse removal trucks consist primarily of 6 cubic metre open containers containing non-hazardous domestic solid waste at the transfer station.

The Contractor shall be fully responsible for the care and safekeeping of the Council's containers and making sure that the containers are placed in position for disposal of waste and that the conveyer belts are placed accordingly to ease disposal of waste.

The Contractor shall further report to the employers representative in writing, all cases of loss of or damage to containers whilst in his care and such reports are to be submitted to the employer's representative within **FOURTY EIGHT (48) HOURS** of the occurrence of such loss or damage.

viii. Steve Tshwete Local Municipality's Equipment

The Contractor will be responsible for the security of all Steve Tshwete Local Municipality's equipment stored at the Facility.

ix. Concrete Structure and Paved Area

The Contractor is expected to maintain the concrete structure and the paved area in good conditions at all times. Any damages to the structure and the paved area should be reported at all times. A Contractor has a period of twenty four (24) hours to report and repair the identified damages.

## **Emergency**

The Contractor shall ensure that there is a contingency plan for the following anticipated emergency events:

- 1) Fire
- 2) Spillage containment
- 3) Injuries to employees and customers
- 4) Discovery of hazardous material

## **MONITORING AND REPORTING**

In liaison with the Employer's Representative, the Contractor shall convene Monthly Progress Review Meetings at which performance of the Contractor in line with this agreement shall be assessed. Written reports covering activities carried out and all relevant matters shall be submitted and discussed.

Payments and processing matters shall also be discussed at the monthly meetings.

## **MEASUREMENT AND PAYMENT**

### **Basis of Payment to Contractor**

The monthly payment of the Contractor shall, cover, interalia, the following:

- a) Cost of providing sureties, insurance of plant liability insurance, unemployment insurance, the cost of compliance with the requirements of the workmen's Compensation Act, complying with statutes and by-laws etc and the costs of continuing to meet these obligations.
- b) Cost of providing, establishing, commissioning and maintaining adequate facilities, plant, tools and equipment on the site to enable the Operation to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, storage facilities and the notice board, communications, security and access facilities, sanitation, water, electricity, the wages of supervisory staff and transport costs incurred in connection with such staff.
- c) Costs of the nuisances, maintaining the site in a neat and clean condition and for dealing with complaints.
- d) Cost of care and maintenance of all building and structures on the site including gates and other access control facilities.
- e) Cost to control traffic on the site and the supply and erection of traffic control and direction signs.
- f) Costs of access control at the gate and the keeping of detailed daily records.
- g) All of the above plus any other expenses that the Contractor foresee will be included in the rate as tendered in the schedule of quantities.
- h) Costs of the Contractors company and head office overhead costs of all other obligations that are not recovered on the basis of the units of waste disposed of.



- i) Costs of removal from the Facility of all items established and for making good to the satisfaction of the Director Environmental and Solid Waste Management at the conclusion of the Contract.

### Penalties

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

- Failure by the Contractor to open or to operate the work on any of the operating days, or closure of the Facility for an hour or part thereof during the agreed operating hours:

**R1000.00 for the first hour or part thereof, escalating by R1000.00 for each further one hour period or part thereof.**

- Unacceptable attendance to complaints from the public (direct or channeled through the Director Environmental and Solid Waste Management within six (6) working hours of occurrence)

**R500.00 for the first occurrence, escalating by R100.00 for each further occurrence to a maximum of R1000.00 per occurrence**

Should the Contractor not comply after the third penalty imposes for the same requirement not met, he will make himself liable to the termination of the Contract.

### Scheduled Payment Items

The tendered sum shall be fully inclusive of all costs noted in section 6.3 associated with, and directly linked to the operation and maintenance of the garden refuse site and the waste transfer station. This Contract includes maintenance, administration, security, handling of containers on site. This sum also includes the erection of the necessary signs if need be.

#### **3. Information to be provided with the bid**

None

#### **4. Required deliverables**

Environmentally acceptable transfer station and monthly reports.

#### **5. Information to be obtained by service provider**

None

#### **6. Information that will be provided by the Municipality**

Site permit and project specification.

#### **7. Pricing Guidelines**

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

## **MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to complete in full 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](http://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 must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://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.

**MBD 3.3: PRICING SCHEDULE – FIRM PRICES (SERVICES)**

**NOTE:**

**ONLY FIRM RATES WILL BE ACCEPTED. NON-FIRM RATES (INCLUDING PRICES SUBJECT TO EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.**

Name of Bidder: .....	Bid Number: <b>Q17.09.16</b>
Closing Time: <b>12:00</b>	Closing Date: 14 September 2016

ITEM	TASK	REF.	UNIT	QUANTITY	RATE	AMOUNT
	<b>Operation and Maintenance of Dennesig Transfer Station for 12 months</b>					
	Sub-total					
	VAT at 14%					
	<b>NETT TOTAL (carried forward to MBD 1)</b>					

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID

**FUNCTIONALITY EVALUATION**

**EVALUATION SCHEDULE: CAPACITY TO EXECUTE THE CONTRACT (RESOURCES)**

The proof of the ownership or rental agreement of the resources/plant to be utilised during the term of the contract must be attached to this page.

List of resources	Owned or Rented

The scoring of the capacity to execute the contract (resources) will be as follows

<b>Poor (score 5)</b>	The resources schedule is sketchy, weak and incomplete in important areas. There is no clarity in allocation of resources.
<b>Satisfactory (score 15)</b>	The resources are adequate and able to provide the required deliverables.
<b>Good (score 20)</b>	Besides meeting the satisfactory rating, all resources are comprehensive and well balanced i.e they show good coordination, clear and defined objectives.
<b>Very good (score 30)</b>	Besides meeting the good rating, the resources are of exceptional extent and quality and are well integrated.

The undersigned, who warrants that he / she is duly authorised 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: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position \_\_\_\_\_

**EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING**

**Experience of key personnel**

<b>List all key personnel</b>	<b>Projects completed and duration</b>	<b>References</b>

The scoring of the proposed organization and staffing will be as follows:

<b>Poor (score 5)</b>	No information has been provided or Staff has no experience
<b>Satisfactory (score 15)</b>	Staff has limited experience on similar, but not identical projects
<b>Good (score 20)</b>	Staff has experience in at least one similar and identical projects
<b>Very good (score 30)</b>	The staff has extensive experience on identical projects

The undersigned, who warrants that he / she is duly authorised 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: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position \_\_\_\_\_

**EVALUATION SCHEDULE: CONTRACTOR'S EXPERIENCE**

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

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

The description should be put in tabular form with the following headings:

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

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

<b>Poor (score 5)</b>	No information has been provided or Contractor has no experience
<b>Satisfactory (score 10)</b>	Contractor has limited experience on similar but not identical projects
<b>Good (score 20)</b>	Contractor has extensive experience in relation to the project and has worked previously under similar conditions and circumstances
<b>Very good (score 40)</b>	Contractor has outstanding experience in projects of a similar nature.

The undersigned, who warrants that he / she is duly authorised 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: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**N.B** A minimum of **60 POINTS SCORE** will ensure qualification for the evaluation of financial proposals.

**MBD 4**

**DECLARATION OF INTEREST**

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or

constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES /**

**NO**

3.14.1 If yes, furnish particulars:

.....



.....

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

Full Name	Identity Number	State Employee Number

.....

**Date**

.....

**Signature**

.....

**Capacity**

.....

**Name of Bidder**

## CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES**

**Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.**

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.**

### 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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the ..... system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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.

### 2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on

its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1.**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)  
**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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) weather the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE: .....

ADDRESS: .....

.....

.....



**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**MBD 7.2**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, ..... in my capacity as ..... accept your bid under reference number ..... dated ..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

### CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**MBD 9**

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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Signature

.....  
Date

.....  
Position Name

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**GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract is not included in this document and may be downloaded from the following website:

<http://www.treasury.gov.za/legislation/pfma/public%20entities/PFMA%20GCC%20July%202010.pdf>