

**STEVE TSHWETE LOCAL MUNICIPALITY**

QUOTATION NO. Q40.07.17

**CALLING FOR QUOTATIONS FOR SERVICES
(R 30 000 TO R 200 000.00)****OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION
FOR A PERIOD OF 12 MONTHS**

CLOSING DATE:	2017/08/08	TIME	12H00
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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	
PEET VD MERWE		P MAVIMBELA	
ASST DIR SCM		{{TechnicalDesignation}}	
TEL. NUMBER	013 249 7281	TEL. NUMBER	013 249 7719
QUOTATION ISSUED BY			
PEET VD MERWE		LEGAL & ADMINISTRATION DEPARTMENT	
ASST DIR SCM		TEL. NUMBER	013 249 7281
STEVE TSHWETE LOCAL MUNICIPALITY		P.O. BOX 14, MIDDELBURG, 1050	

QUOTATION DETAILS

QUOTATION NUMBER	Q40.07.17					
TENDER TITLE	OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION FOR A PERIOD OF 12 MONTHS					
CLOSING DATE	2017/08/08	CLOSING TIME		12H00		
SITE MEETING	DATE	2017/08/03	TIME	10H00	COMPULSORY	YES
SITE MEETING ADDRESS	HENDRINA 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 & ACQUISITIONING MANAGEMENT OFFICE, SCM (STORES), CORNER WALTER SISULU AND PROTEA STREET, MIDDELBURG					
OPERATING HOURS	The bid box is open during office hours, Monday to Thursdays from 8h00 to 16h00 and Fridays from 8h00 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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BIDDER

WITNESS

EMPLOYER

WITNESS

QUOTATION NOTICE & INVITATION

STEVE TSHWETE LOCAL MUNICIPALITY

QUOTATION NO.: Q40.07.17

CLOSING DATE: 2017/08/08 AT 12H00



OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION FOR A PERIOD OF 12 MONTHS

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), quotations are hereby invited for the operation and maintenance of komati waste transfer station for a period of 12 months.

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

The closing time for receipt of quotations is **12:00hrs** on 2017/08/08. 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, {{TechnicalDesignation}} on 013 249 7719. Compulsory briefing session will take place on 2017/08/03 at 10:00 at Hendrina Transfer Station.

Fully completed quotation documents, clearly marked "**Quote No. Q40.07.17: OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION FOR A PERIOD OF 12 MONTHS**" with "**NAME of SUPPLIER**" must be placed in a sealed envelope and placed in the **quotation box** at **DEMAND & ACQUISITIONING MANAGEMENT OFFICE, SCM (STORES), CORNER WALTER SISULU AND PROTEA STREET, MIDDELBURG** by no later than **12h00 on 2017/08/03**. The envelope must be endorsed with number, title and closing date as indicated above.

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 BBEE. Bidders who scored a minimum of **60 points out of 100 for functionality** will ensure qualification for the evaluation of financial proposals.

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 BBEE certificate(non compulsory, failure to submit no points will be awarded)**
- **Original copy of valid Tax Clearance certificate & SARS pin reference number(Tax status must be tax compliant at closure of quotation)**
- **Copy of current municipal account(not older than 3 months)**
- **Copy of Company Registration certificate**
- **Copy of CSD registration document and tax status must be tax compliant for period of validity of quotation**
- **Company profile entailing previous relevant/ similar experience to the project**

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

In case of a Joint Venture:

- **Joint Venture agreement signed by both companies**
- **Original certified copy of valid BBBEE certificate(non compulsory, failure to submit no points will be awarded)(Combined BBBEE certificate for the JV)**
- **Original copy of valid Tax Clearance certificate & SARS pin reference number(Tax status must be tax compliant for the JV at closure of quotation)(Both companies)**
- **Copy of current municipal account(not older than 3 months)(Both companies)**
- **Copy of Company Registration certificate(both companies)**
- **Copy of CSD registration document and tax status must be tax compliant for period of validity of quotation(JV must be registered on CSD)**
- **Company profile entailing previous relevant/ similar experience to the project(both companies)**

S.M MNGUNI
ACTING MUNICIPAL MANAGER
STEVE TSHWETE LOCAL MUNICIPALITY
Municipal Civic Building
Wanderers Avenue
MIDDELBURG, 1050

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		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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	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 3.1 BID PRICE

Bid Number: **Q40.07.17**

(Note : Contract amount to be carried over to Form of Offer C1.1.1)

(Departments should amend pricing schedule according to pricing requirements and specifications)

ITEM	TASK / ITEM	(A) QUANTITY	(B) UNIT RATE PER MONTH (VAT EXCL)	UNIT RATE MEASUREMENT	(C) TOTAL COST PER MONTH (VAT EXCL) (A*B)	(D) COST PER ANNUM (VAT EXCL) (D*12)
1	TIME BASED COSTS: (EXAMPLE) – FIXED	1	R100 000	Per Item	Not applicable	R100 000
	TIME BASED COSTS - RATES	4000	R25,00	Per meter	R100 000	R1 200 000
1.	OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION FOR A PERIOD OF 12 MONTHS	1	R	PER MONTH	R	R
2	OTHER COSTS: (TO BE INDICATED BY TENDERER):					
2.1						
2.2						
2.3						
SUB- TOTAL COST PER ANNUM (section1 – 2)				R		
VAT at 14%				R		
TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER (C1.1.1)				R		
Inflation (if applicable per tender specification)				CPI		
Delivery period from date of signing agreement to transfer funds				Days		

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BIDDER

WITNESS

EMPLOYER

WITNESS

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

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		BIDDER	WITNESS	EMPLOYER	WITNESS

FORM OF OFFER

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

CALLING FOR QUOTATIONS FOR SERVICES

Bid / Tender Number	Q40.07.17
Tender Title	OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION 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 signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the 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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BIDDER

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WITNESS

FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	Steve Tshwete Local Municipality		
Address of organization	P.O. Box 14, Middelburg, 1050		
Signature of witness		Date	
Name of witness			

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.
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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	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 4

DECLARATION OF INTEREST

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

No.	Information	Please provide detail	
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 ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		

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		

3.12.3	Relationship		
3.13	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? If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"¹In the service of the state" means to be –</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (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. <p>"² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Employee Number

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

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.

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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		

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Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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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

.....

.....

Q40.07.17					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

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

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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:		

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Q40.07.17					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

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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	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: Q40.07.17 : OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION 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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	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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Q40.07.17					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that, I	
representing	
in the company of	
attended the clarification meeting on	2017/ 08/03 AT HENDRINA TRANSFER STATION AT 10h00

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

NAME OF MUNICIPAL REPRESENTATIVE	SIGNATURE	DATE

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"/>

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Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a 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 been 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 legislature	<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"/>

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

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

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 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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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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 Company in similar projects or nature or similar areas and conditions in relation to the scope of work for the Operation and Maintenance of Komati Waste Transfer Stations will be evaluated here.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached for e.g. purchase order, appointment or reference letter etc.

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

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 (max score 15)	Tenderer has limited relevant experience on 3-4 projects on operation and maintenance of waste disposal sites
Good (max 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

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BIDDER	WITNESS	EMPLOYER	WITNESS		

PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The tenderer should indicate the company high level organizational structure and composition of their team responsible for this project. The key staff members involved with their main disciplines and or roles of responsibilities (job descriptions) must be attached to this page as well as the proposed technical and support staff allocated to work on the project to successfully implement this tender.

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

- a) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- b) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- c) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The organization, staffing and key staff should be based on the implementation of one area as per project scope. Tenderers should provide organization structure for complete scope of work.

THE FULL DESCRIPTION OF THE ROLES AND RESPONSIBILITIES SHOULD BE ATTACHED AND SUBMIT CV FOR EACH POST TITLE

NO POINTS WILL BE ALLOCATED WITHOUT REQUIRED ATTACHMENTS

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

DESCRIPTION	POINTS
DIRECTOR X 1	4
SAFETY OFFICER X 1	4
SUPERVISOR X 1	6
PROJECT MANAGER X 1	6
SECURITY X 2	8
WORKERS / CONTROLLERS X 2	8
ADMINISTRATOR	4

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

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

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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

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.

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 .
					Proof of ownership attached YES/ NO
Example:					
1	TLB			OWNED/ LEASED	
2	TIPPER TRUCK			OWNED/LEASED	
1	TLB				
1	TIPPER TRUCK				
2	WHEEL BARROWS				N/A
2	BROOMS				N/A
2	SHOVELS				N/A
2	RAKES				N/A

The points for physical resources will be allocated as follows:

DESCRIPTION	POINTS
TLB X 1	15
TIPPER TRUCK X 1	4
WHEEL BARROWS X 2	2
BROOMS X 2	2
SHOVALS & RAKES X 2	2

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	BIDDER	WITNESS	EMPLOYER	WITNESS

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

Only bidders who score a minimum of 60 points out of a maximum of 100 will be further evaluated on price and BBEE

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT THE PROJECT

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

The tenderer should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Non-responsive (score 0)	No information has been provided
Poor (max score 05)	The implementation plan is sketchy, the key deadlines weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 15)	The implementation plan is complete, the technical level and composition of the plan are adequate and consistent with both timing and deliverables.
Good (max score 20)	The implementation plan is complete, well balanced i.e. they show good deliverables clear duties and responsibilities, and sufficient technical support relevant to the project. The project will be executed on time and the methodology indicates good experience to implement the project.
Very good (max score 30)	Besides meeting the "good" rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable.

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

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. 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 Q40.07.17 at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser 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;
 - 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.	

Q40.07.17					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. 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.

- 2. An official order indicating service delivery instructions is forthcoming.
- 3. 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.

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

4. 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, {{TechnicalDesignation}}
The address for receipt of communications is:	Steve Tshwete Local Municipality Civic Centre P.O. Box 14 Middelburg 1050
Telephone:	013 249 7719
Facsimile:	086 573 3102
Email:	mavimbelap@stlm.gov.za
The project is:	OPERATION AND MAINTENANCE OF KOMATI WASTE TRANSFER STATION 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 **TERMS OF REFERENCE**

2. **Background information**

The proposal details the requirements for the Maintenance and Operation of the Waste Transfer Station and the Garden Waste Facility at Komati. Komati site comprises of both the waste transfer stations and the Garden Facility within the same premises. The scope of works covers the general description of the Site and the Facilities available and covers the day to day requirements for receiving of waste as well as the maintenance of the Facility on the site to ensure an effective ongoing operation.

3. **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 Komati Waste Transfer Station and the Garden Waste Facility is located + 50km East of Komati. Access is from a tarred road leading from the Eastern side of the town towards the Facility.

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 on 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) 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.

c) Personnel

The Contractor must allow for a minimum of one persons during operational hours, one security officer (Grade D) and one for managing activities of the site (Detailed job description of the two personnel will be provided to the successful bidder) . 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.

d) 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

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		BIDDER	WITNESS	EMPLOYER	WITNESS

apply and pay for the use of the connection of water at the Steve Tshwete Local Municipality at the Contractor's expense.

e) Electricity Supply

There is no electricity supply on site 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.

f) 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 14 (fourteen) 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.

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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.

In order to execute the work effectively, the following plants / equipments are required:

- Tipper truck
- TLB
- Bush cutter
- Cleaning tools

OPERATION AND MAINTENANCE OF THE FACILITY

Source of Waste

The waste to be disposed off at the facility originates from Komati, and the surrounding areas, and consists of household waste, garden waste and builder's rubble, illegal dumping waste (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 off 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 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:

- Household waste
- Garden waste
- Builder's rubble
- Illegal dumping waste

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Hazardous Wastes, liquids and sludge, whether in sealed drums or not (including used oil), 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

Week Days	Description	Time
Monday to Friday	Open to public	07:00 to 18:00
Saturday	Open to public	07:00 to 18:00
Sunday & Public Holidays		07:00 to 18:00

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

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provision of this clause, especially the removal of plant and equipment without prior approval will attract penalties.

Safety file must be prepared and approved by Municipal Safety Officer prior to the commencement of Contract.

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

Staff Description	Duty Time
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, HEPATITIS B IMMUNIZATION** and **FIRE FIGHTING COURSES** through recognized training institutions. They must also be trained in safety rules and regulations (**OCCUPATIONAL HEALTH AND SAFETY**) and be provided with protective equipment at the expense of the contractor and within 1 month of awarding of the contract.

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.

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 individuals 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

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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.

Operation of the Facilities

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

- Garden Waste disposal.
- Excavation and placement of cover materials weekly
- Gate and Access Control.
- Maintenance of access roads within the sites.
- Usage of skip bins.
- Grass cutting.
- Record keeping
- General maintenance

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:

1. Provision of Cover Material

A suitable source of cover material is available on the Facility. The Contractor will be responsible for excavating and transporting cover material at his own cost. The cost for such an operation should be covered in the Schedule of Principles and Rates.

2. Waste Deposition

All Garden Waste must be deposited in the designated areas and be covered accordingly to ensure that the site is maintained in an acceptable state.

3. 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.

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 prepared

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and graded that the vehicles operate on a level ground.

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.

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).
- Dust (by means of watering).
- Flies and rodents (by applying sanitary procedures of covering as well as by setting fly traps, etc).
- Noise (by ensuring that all vehicles comply with stipulated environmental and traffic rules).
- Windblown litter (by applying sanitary procedures of covering, as well as 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.

- 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.

Maintenance of the Facility

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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 Contractor's 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. Such board must be constructed within 30 days of starting 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. The skip bins must be washed and sanitized once every week.

i. 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

ii. 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 facility shall be left in a thoroughly clean condition, to the satisfaction of the Authorised Responsible Person.

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Vii. Working Face

The Contractor shall at all times of his contract make sure that there is an open hole that has been prepared (proper excavated and compaction) for the disposal of garden refuse weekly. All the material excavated should be stockpiled at the end of the hole for proper covering of the disposed waste. A proper sequence for processing waste and preparation of the waste should be according to the acceptable waste management standards.

The Contractor should also ensure that a wet cell should be prepared accordingly (that is, excavation and placing of material that is not slippery for the preparation of the wet cell in case of rain) in order to cater for the rainy seasons.

iii. Containers on Site

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 by placing conveyor belts 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.

iv. 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.

v. 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:

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- 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) Costs of access control at the gate and the keeping of detailed daily records.
- f) 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.
- g) 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.
- h) 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 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.

1. EPWP CHAPTER

CONTRACT DOCUMENTS OF PUBLIC BODIES IMPLEMENTING EPWP

The candidates awarded this contract/job will comply with Expanded Public Works Programme policy in that he or she will make use of labour intensive method in carrying out daily duties of the project. He/she will employ local South African people, produce ID copies of all workers to be employed at the start of projects and comply with Department of Labour's government EPWP policies, namely, ministerial determination (gazette no 949, 22 October 2010 as attached) and Code of good practice (gazette, no 129, 18 February 2011as attached) read together with Basic Conditions of Employment Act.

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The contract under this condition may not employ less than **04 people and may not pay less than R100 .00 per day**, and will be requested to submit EPWP report including ID numbers of beneficiaries, sex, education level, disability status, number of days worked and wages paid and then submit the records to the Department or municipality concerned on monthly basis as accompanied by invoices.

The following must also be submitted:

1. **Certified copies of ID's**
2. **UIF number**
3. **Photo of a participant**
4. **Coida number**
5. **Signed copies of contract between the employer and beneficiaries**

Should the allocated tender/project be for more than 3 months, the contractor is then obliged to register all beneficiaries on occupational health and safety act **no 8 of 1998** (OHSA) UIF and also compensation of injuries and diseases act **no 8 of 1998** (COIDA) with the department of labour. Contractor/SMME/municipality is also obliged to sign contract stating the type contract entered into, duration of the contract, areas to be serviced, wages to be paid, meal intervals with all employees under his/her management and submit copies to the municipality or department to comply with ministerial determination for ease of settling any labour disputes (example of contract attached).

Failure to comply with above requirements in terms of EPWP will lead to delayed or non-payment of the supplier or service provider.

2. LOCATION OF WORKS

The location of works will be at Komati waste transfer station facility and waste transfer station.

3. INFORMATION THAT WILL BE PROVIDED BY THE MUNICIPALITY

Contract specification Site permit

4. KEY PERFORMANCE INDICATORS

The following Key Performance Indicators will be used to assess the performance of the service provider:

- i) Monthly reports
- ii) EPWP job creation reports
- iii) Monthly submission of data captured on site

5. PAYMENTS

Payment will be in accordance with the tendered pricing schedule and the Key Performance Indicators indicated in the Terms of Reference. All prices should be inclusive of VAT. A valid tax invoice must be submitted by the 25 of each month with all mandatory information and reporting as indicated in the scope of work.

Payment will be made within 10 working days from receipt of invoice by the finance department.

6. ELIGIBILITY CRITERIA

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

- 6.1 Tenderer receives the minimum required points for functionality.
- 6.2 Tenderer has the managerial capacity, reliability and experience regarding the nature of the tender.
- 6.3 The tenderer has in his or her possession an original valid tax clearance certificate issued by the South African Revenue Services.

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- 6.4 The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- 6.5 The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- 6.6 The tenderer has not:
- Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given written notice to this effect.
 - It is considered that the performance of the services will not be compromised through any conflict of interest.)

7. MANDATORY INFORMATION TO BE SUBMITTED

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

8. JOINT VENTURES AND CONSORTIUMS

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

9. PERIOD OF TENDER

The period of the project will be 12 months

10. SERVICE LEVEL AGREEMENT

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

11. 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.

12. EVALUATION

Projects 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.

13. VALIDITY PERIOD

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

14. ESTIMATE TIMEFRAMES

No.	Activity	Estimate Date
1.	Advertisement and invitation	2017/07/28
2.	Closing Date for submission of bids	2017/08/08
3.	Evaluation process.	
4.	Submission to bid committees	
5.	Signing of final award	

15. Information to be provided with the bid

None

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16. Required deliverables

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

17. Information to be obtained by service provider

None

18. Information that will be provided by the Municipality

Site permit and specifications

19. Pricing Guidelines

The price must clearly indicate the monthly price and the

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.

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