

Munisipale Kantoor
Privaatsak X12
VREDENBURG, 7380
Tel. No.(022) 701-7113
Faks No.(022) 715-1304



Municipal Offices
Private Bag X12
VREDENBURG, 7380
Tel. No.(022) 701-7113
Fax No.(022) 715-1304

TENDER DOCUMENT

TENDER NUMBER	SBM 23/24/25
TENDER DESCRIPTION	OPERATION OF VREDENBURG MATERIAL RECOVERY FACILITY AND COLLECTION OF RECYCLING MATERIAL FOR SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2025 TILL 30 JUNE 2028.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	28 FEBRUARY 2025	CLOSING TIME	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Rosaire Farmer

Tel: 022 701 6945

Email: rosaire.farmer@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Abubaker Nackerdien

Tel: 022 701 7186

Email: abubaker.nackerdien@sbm.gov.za

INSTRUCTION: HANDLING OF TENDER DOCUMENT

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

E-TENDER DECLARATION

It is compulsory to confirm "Yes" or "No" on all line items

Yes/No

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bind securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bound to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms.
- Certified copy of director/s municipal account/s.
- Registration with professional body (If applicable).
- Samples Provided (If applicable).
- All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- Proof for claiming points for locality as required in MBD 6.1.
- Tax-compliant status on CSD.
- Annual financial statements for the past three financial years.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: _____ Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION

1. ADVERTISEMENT

SALDANHABAAI MUNISIPALITEIT

TENDER NOMMER: SBM 23/24/25

TENDER BESKRYWING: OPERASIE VAN VREDENBURG MATERIAAL HERWINNINGS FASILITEIT EN KOLLEKSIE VAN HERWINNINGS MATERIAAL VIR SALDANHABAAI MUNISIPALITIET VIR DIE PERIODE 01 JULIE 2025 TOT 30 JUNIE 2028.

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. Rosaire Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 27 Januarie 2025**.

Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R278.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Abubaker Nackerdien

E-pos: abubaker.nackerdien@sbm.gov.za

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word **voor 12H00 op Vrydag, 28 Februarie 2025** en moet in 'n geseëde kovert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

'n Verpligte inligtingsessie sal plaasvind in die Munisipale Raadsaal, geleë te Hoofstraat 12, Vredenburg op **Woensdag, 12 Februarie 2025 stiptelik om 12H00. Geen gracie periode sal toegelaat word nie.**

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Funksionaliteit sal gebruik word as maatstaf om in aanmerking te kom vir die tender. Dit hou verband met die tenderaar se vermoë om 'n gehalte diens aan die munisipaliteit te verskaf. Tenderaars wat nie voldoen aan die funksionaliteit kriteria (minimum punte), sal dus nie oorweeg word vir verdere evaluering nie.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R7/5-24, van 23 Mei 2024 sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTURDER
Saldanhabaai Munisipaliteit
Privaatsak X12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY

TENDER NUMBER: SBM 23/24/25

TENDER DESCRIPTION: OPERATION OF VREDENBURG MATERIAL RECOVERY FACILITY AND COLLECTION OF RECYCLING MATERIAL FOR SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2025 TILL 30 JUNE 2028.

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 27 January 2025**.

If tenders are collected, a non-refundable tender deposit of R278.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Abubaker Nackerdien

Email: abubaker.nackerdien@sbm.gov.za

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday, 28 February 2025**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

A compulsory information session will take place at the Municipal Council Chambers, situated in 12 Main Road, Vredenburg on **Wednesday, 12 February 2025 promptly at 12H00. No grace period will be allowed.**

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the municipality. Bidders that do not meet the functionality criteria (minimum score) will therefore not be considered for further evaluation.

The 80/20 preference point system as contained in the Preferential Procurement Policy, R7/5-24, of 23 May 2024 will be used in the adjudication of this tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

2. INSTRUCTION TO TENDERER:

2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

2.6 Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.
- b) Tender documents may not be retyped.

- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

2.7.2 Construction Industry Development Board (CIDB)

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

2.7.3 Municipal Rates, Taxes and Charges

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

2.8 Authorized Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

2.12 Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the **tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12H00 on the specified closing date.**
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

2.14 Contact with Municipality after Tender Closure Date

- a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.
- c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R7/5-24, of 23 May 2024, as well as the Municipality's Supply Chain Management Policy.

- a) B-BBEE
 - Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
 - i) Where the tenderer is the owner of the property:
 - ii) The municipal account must be registered in the trading name of owner of the property, for example:
 - Partnership (Lead company according to agreement).
 - Joint Venture (Lead company according to agreements and where daily operations are done).
 - Close Corporation (name of the CC).
 - Public Company "Limited or Ltd" (name of the company).
 - Private company / Proprietary company / (Pty) Ltd (name of the company).
 - Non-Profit Company "NPC" (name of the company).
 - State Owned Company "SOC" (name of the SOC).
 - In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.

- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

c) Where the tenderer is not the owner of the property:

i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
 - OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
 - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
 - ✓ The owner of the property must confirm the following:
 - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.

- ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
- ✓ The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

- d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:
- i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
 - ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer, Tel: 022 701 6945 or e-mail rosaire.farmer@sbm.gov.za. Enquiries regarding the specifications may be addressed Abubaker Nackerdien, Tel: 022 701 7186 or email at abubaker.nackerdien@sbm.gov.za.

2.23 Submission of Invoices:

Where the value of an intended contract will exceed R 1 000 000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- **The words "TAX INVOICE" in a prominent place;**
- **Name, address and VAT registration number of the supplier;**
- **The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;**
- **The Saldanha Bay Municipality VAT registration number: 4100113150;**
- **Unique VAT invoice number and date of issue;**
- **Accurate description of goods and/or services;**
- **Quantity or volume of goods or services supplied; and**
- **Price and VAT amount and percentage (%).**

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers.

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company.

PRINT NAME

SIGNATURE

DATE

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)

3. MBD 1: INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS OF BUSINESS					
STREET ADDRESS OF BUSINESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN		OR	CSD No	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)		
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.					
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)		ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)	
CRS no		TOTAL BID PRICE (Brought forward)			R
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		DEPARTMENT	IPS	
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	Abubaker Nackerdien	
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 7186	
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za		E-MAIL ADDRESS	abubaker.nackerdien@sbm.gov.za	

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/5-24, OF 23 MAY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

4. MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST	
1.	No bid will be accepted from persons in the service of the state*.
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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
3.1.	Full Name of bidder or his / her representative:
3.2.	Identity number:
3.3.	Position occupied in the Company (director, trustee, shareholder ²)
3.4.	Company Registration Number:
3.5.	Tax Reference Number:
3.6.	VAT Registration Number:
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.
3.8.	Are you presently in the service of the state* YES / NO
3.8.1.	If yes, furnish particulars.
3.9.	Have you been in the service of the state for the past twelve months? YES / NO
3.9.1.	If so, furnish particulars.

3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.10.1.	If so, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		

COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number

CERTIFICATION

I 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 ENTERPRISE	
---------------------------	--

CAPACITY		DATE	
-----------------	--	-------------	--

NAME (PRINT)		SIGNATURE	
---------------------	--	------------------	--

¹MSCM Regulations: "in the service of the state" means to be -

- | | |
|----|---|
| a) | a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the National Assembly or the National Council of Provinces; |
| b) | a member of the board of directors of any municipal entity; |
| c) | an official or 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 entity; or |
| f) | an employee of Parliament or a provincial legislature. |

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

5. MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
1.2	If no, submit management accounts for the business.	
2.	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars.	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES / NO
3.1	If yes, furnish particulars	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES / NO
4.1	If yes, furnish particulars	

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

SIGNATURE		DATE	
POSITION		NAME OF BIDDER	

6. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to bid:

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

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

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

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

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 B-BBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.4.1 B-BBEE

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 Locality

1.4.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).

- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
 - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
 - The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
 - If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).

- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

1.5 The municipality 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 municipality.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 $Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this bid:

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 Type of company / firm: _____

- Y Partnership / Joint Venture / Consortium
- Y One-person business / sole propriety
- Y Close Corporation
- Y Public Company
- Y Personal Liability Company
- Y (Pty) Limited
- Y Non-Profit Company
- Y State Owned Company

[TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4 AND 5.2

7.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/ firm for the preference(s) shown and I 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 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state 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 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, if deemed necessary.

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

7. MBD 8: BIDDER'S PAST PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Mr. / Mrs _____

Director 2 Address:

Mr. / Mrs _____

Director 3 Address:

Mr. / Mrs _____

Director 4 Address:

Mr. / Mrs _____

Director 5 Address:

Mr. / Mrs _____

Director 6 Address:

Mr. / Mrs _____

Director 7 Address:

Mr. / Mrs _____

Director 8 Address:

Mr. / Mrs _____

Director 9 Address:

Mr. / Mrs _____

Director 10 Address:

Mr. / Mrs _____

Director 11 Address:

Mr. / Mrs _____

Director 12 Address:

Mr. / Mrs _____

Attach page if space insufficient.

8. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

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: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 10. 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.
- 11. 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.
- 12. 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.

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

9. CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 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. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization’s procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. S. Arendse at 022 701 6940.

CSD registration number (if registered):

PART C: CONDITIONS OF CONTRACT

10. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.

Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid.

Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

(i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction;

(iii) The period of restriction; and

(iv) The reasons for the restriction.

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

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

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

- 23.7 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof.

Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent.

In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.

No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein;

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order.

Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

11. SPECIAL CONDITIONS OF CONTRACT

1. All line items must be completed in full, to be considered for the tender. Blank spaces in the pricing schedule will render the bid non-responsive. Where R0.00 is charged, it must be indicated as R0.00.
2. It is compulsory to complete Section 14 and its related Annexures, also to provide all the necessary proof of evidence thereof along with the tender document. Failure to comply will render the tenderer non-responsive.
3. Contract could be reviewed annually, and price adjustments be made with in-accordance with the consumer price index. Contractor should provide evidence of price escalations. Under extremely abnormal circumstances a price adjustment could be considered periodically on the sole discretion of the municipality.

12. AUTHORITY TO SIGN BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

Company (Pty) Ltd. & Ltd.	Please complete section 1 below	
Close Corporation (CC)	Please complete section 2 below	
Sole Proprietor	Please complete section 3 below	
Partnership	Please complete section 4 below	
Consortium, Club, Trust, etc.	Please complete section 5 below	
Joint Venture	Please complete section 6 below	

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CLOSE CORPORATION (CC)

1.3. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

1.4. A valid resolution must be signed by:

1.4.1. Majority members; or

1.4.2. Member with majority shareholding but only if such shareholding is more than 50%; or

1.4.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

We, the undersigned partners in the business trading as

hereby authorize Mr / Ms _____

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:
PRINT NAME:		
WITNESS 1:		WITNESS 2:

4. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms _____

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			Tel. No.
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			Tel. No.
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			Tel. No.
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			Tel. No.
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

13. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES (MBD7)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number **SBM 23/24/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Policy adopted by Council on R7/5-24, of 23 May 2024;
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number **SBM 23/24/25** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES	
1.
2.
DATE

PART D: SPECIFICATIONS

14. FUNCTIONALITY

14.1 Functionality Scoring

14.1.1 Tenders that are valid and responsive in terms of the afore-going clauses will be evaluated for functionality on the following criteria:

Evaluation Area	Schedule D	Evaluation Points
A. OPERATING OF THE MATERIALS RECOVERY FACILITY		(Minimum of 20 points)
1. Contractors Previous experience	Annexure A	15
2. Plant Available	Annexure B	15
	Sub-total	30
B. COLLECTION OF DRY REFUSE AND CO-MINGLED RECYCLABLES		(Minimum of 20 points)
1. Contractors Previous experience	Annexure A	15
2. Vehicles Available	Annexure B	15
	Sub-total	30
	Total	60

*The points obtained for Functionality must be at least **40** out of a maximum of 60 with **at least 20 points per evaluation area A and B**. Tenderers who obtain less than 40 points (20 points for A and 20 points for B) will be declared non – responsive.*

14.1.2 Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria.

14.2. Functionality criteria

Schedule D, Annexures A AND B will be used to evaluate functionality, and tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will render the tender non-responsive.

14.2.1 Previous experience

Tenders must indicate on **Schedule D, Annexures A₁ and A₂**, full details of previous experience of the company with the provision of **similar** materials recovery and “dry” recyclables collection/transport services. Names contact details and employer’s agents must be provided for verification purposes. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will render the tender non-responsive.

Evaluation points will be allocated as follows:

Table A: Previous Experience: Please note, documents to be submitted with completed tender document: Tenderer must submit previous employment contract to verify experience period below and must submit weighbridge or IPWIS data to verify the output tonnage per month. If no POE (proof Of Evidence) is provided it will render the tender non-responsive

OPERATING OF A MATERIALS RECOVERY FACILITY	Evaluation Points (Met 1 of the 2 criteria)	Evaluation Points (Met both criteria)
Not at all	0	0
Less than 2 year (Output exceeding 100 tons per month, excluding tailings)	3	5
Between 2 and 5 years (Output exceeding 100 tons, excluding tailing)	7	12
5 or more years (Output exceeding 150 tons, excluding tailings)	9	15

Table B: Previous Experience: Please note, document to be submitted with completed tender document: Tenderer must submit previous employment contract to verify experience period below and to verify the number of servicing points per week. If no POE (proof Of Evidence) is provided it will render the tender non-responsive

COLLECTION OF DRY CO-MINGLED RECYCLABLES (AS PART OF A TWO BAG SYSTEM OR SEPERATION AT SOURCE SYSTEM)	Evaluation Points (Met 1 of the 2 criteria)	Evaluation Points (Met both criteria)
Not at all	0	0
Service at least 10 000 erven per week for a period of at least one year	3	5

Service 10 000 to 15 000 erven per week for a period of at least two years	7	12
Service over 15 000 erven per week for a period of at least two years	9	15

14.2.2 Plant / Vehicles and staff available

The information provided in **Schedule D, Annexures B₁ and B₂**, will be used to score the suitability of the plant for the operation of the Vredenburg Materials Recovery Facility and for vehicles/ trailers offered for undertaking the “dry” recyclables collection service. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will render the tender non-responsive.

Evaluation points will be allocated as follows:

Table A: Plant Available:

Number of Owned Plant	
Number	Evaluation Points
None	0
1 to 2	5
3 to 4	12
More than 4	15

Note:

Only the following items qualify as one piece of plant:

- Forklifts, as one piece.
- Front end loader or digger loader, as one piece.
- Tailings carts in the form of skips or tractor with trailer, as one piece. If other plant, please specify on annexure provided.

Further instructions

- All vehicles and machines/plant shall be registered in the name of the tenderer (attach proof).
- Plant and vehicle registration numbers and proof of ownership (Registration Certificate) must be provided, if ownership details such a registration certificate or purchased agreements is not submitted with completed tender documents, the tender will be regarded as non-responsive.
- For plant/machinery that does not have registration certificates, the tenderer should submit proof of purchased agreements for such plant/machinery that indicates proof of ownership by tenderer.
- All vehicles must be fully functional and operational, and the municipality will render site inspections on all listed vehicles and plant to evaluate operational and functional,
- Schedule D with all annexures need to be completed, Annexure A1 and A2, and Annexure B1 and B2 must be fully completed by tenderer in order to evaluate the responsiveness of tenderer. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will deem the tender as non-responsive.
- Submit two photos from all listed vehicles and plant. One from the side and one from the front clearly displaying the number plates.
- It is compulsory to attach proof of insurance for all vehicles and plant applicable to this tender. The vehicle registration number/VIN number as stated in the tender document must be verified on the schedule.
- ATTACH ALL POE'S ON "APPENDIX A" AT THE END OF THE TENDER DOCUMENT.

Table B

Number of Own vehicles	Evaluation Points
1-3	0
4-8	5
9-12	12
>13	15

The minimum specifications for vehicles to qualify:

- 1-ton LDV bakkie or bigger
- 1-ton trailers
- Trailers claimed may not exceed vehicles claimed

Further instructions

- All vehicles and machines/plant shall be registered in the name of the tenderer (attach proof).
- Plant and vehicle registration numbers and proof of ownership (Registration Certificate) must be provided, if ownership details such as registration certificates or purchased agreements is not submitted with completed tender documents, the tender will be regarded as non-responsive.
- For plant/machinery that does not have registration certificates, the tenderer should submit proof of purchased agreements for such plant/machinery that indicates proof of ownership by tenderer.

- Schedule D with all annexures need to be completed, Annexure A1 and A2, and Annexure B1 and B2 must be fully completed by tenderer in order to evaluate the responsiveness of tenderer. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will deem the tender as non-responsive.
- All vehicle must be fully functional and operational, and the municipality will render site inspections on all listed vehicles and plant to evaluate operational and functionality of vehicles/plant.
- Submit two photos from all listed vehicles and plant. One from the side and one from the front clearly displaying the number plates.
- It is compulsory to attach proof of insurance for all vehicles and plant applicable to this tender. The vehicle registration number/VIN number as stated in the tender document must be verified on the schedule.
- ATTACH ALL POE'S ON "APPENDIX A" AT THE END OF THE TENDER DOCUMENT.

Schedule D: ANNEXURE'S: COMPULSORY TO COMPLETE

ANNEXURE A₁

PREVIOUS EXPERIENCE OF COMPANY

PLEASE INDICATE ALL RELEVANT PAST/CURRENT EXPERIENCE APLICABLE TO:

Operating a Materials Recovery Facility

(Please indicate the number of years of experience on each contract. Allocation of points will be based on the information submitted with your document. It is compulsory to submit supporting documents to prove contract period by means of previous/current project contract as well as the recycling tonnage per month by means of weigh bridge linked data or IPWIS data).

A: MATERIALS RECOVERY OPERATIONS (COMPLETE FULLY)

No	Details	
1	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>Contract Period (Years): _____</p> <p>Recycled tonnage per Month: _____</p> <p>Total Value of Contract awarded to you:</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, and Surname)</p> <p>Telephone Number:</p> <p>_____</p>

	R _____	
2	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>Contract Period (Years): _____</p> <p>Recycled tonnage per Month: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, and Surname)</p> <p>Telephone Number:</p> <p>_____</p>
3	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>Contract Period (Years): _____</p> <p>Recycled tonnage per Month: _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p>

	<p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
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If further space is required, the details can be completed on a separate sheet using the same format.

PREVIOUS EXPERIENCE OF COMPANY

PLEASE INDICATE ALL RELEVANT PAST/CURRENT EXPERIENCE APPLICABLE TO:

Collection of Dry Refuse and Co-Mingled Recyclables

(Please indicate the number of erven serviced on each contract. Allocation of points will be based on the information submitted with your document. It is compulsory to submit supporting documents to prove contract period by means of previous/current project contract as well as the number of servicing points)

B: SEPARATE “DRY” RECYCLABLES COLLECTION (COMPLETE FULLY)

No	Details	
1	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>Contract Period (Years): _____</p> <p>Number of Service Points: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, plus Surname)</p> <p>Telephone Number:</p>

		<p>_____</p>
<p align="center">2</p>	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>Contract Period (Years): _____</p> <p>Number of Service Points: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
<p align="center">3</p>	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>Contract Period (Years): _____</p> <p>Number of Service Points: _____</p> <p>Total Value of Contract awarded to you:</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, plus Surname)</p>

	R _____	Telephone Number: _____
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If further space is required, the details can be completed on a separate sheet using the same format.

B: COLLECTION OF DRY REFUSE AND CO-MINGLED RECYCLABLES

1. VEHICLES

Contractor to state available vehicles to be utilized for Collection of Dry Refuse and Co-Mingled Recyclables for this Tender/Contract.

(It is compulsory to submit all vehicle/plant licence discs/proof of ownership with submission of tender documents).

No	Registration Number	Make	Model	Description / Type	Year and Month of First Registration	Payload	
						Kg's	Volume

SBM: 23/24/25

No	Registration Number	Make	Model	Description / Type	Year and Month of First Registration	Payload	
						Kg's	Volume

Further instructions

- All vehicles and machines/plant shall be registered in the name of the tenderer (attach proof).
- Plant and vehicle registration numbers and proof of ownership (Registration Certificate) must be provided, if ownership details such a registration certificate or purchased agreements is not submitted with completed tender documents, the tender will be regarded as non-responsive.
- For plant/machinery that does not have registration certificates, the tenderer should submit proof of purchased agreements for such plant/machinery that indicates proof of ownership by tenderer.
- Schedule D with all annexures need to be completed, Annexure A1 and A2, and Annexure B1 and B2 must be fully completed by tenderer in order to evaluate the responsiveness of tenderer. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will deem the tender as non-responsive.
- All vehicle must be fully functional and operational, and the municipality will render site inspections on all listed vehicles and plant to evaluate operational and functionality of vehicles/plant.
- Submit two photos from all listed vehicles and plant. One from the side and one from the front clearly displaying the number plates
- It is compulsory to attach proof of insurance for all vehicles and plant applicable to this tender. The vehicle registration number/VIN number as stated in the tender document must be verified on the schedule.
- ATTACH ALL POE'S ON "APPENDIX A" AT THE END OF THE TENDER DOCUMENT.

15. DETAILED SPECIFICATIONS:

15.1 DEFINITIONS

In the Contract the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

Household Hazardous Waste (HHW) is post-consumer waste generated at residential properties, regarded as hazardous when discarded. HHW products have the potential of causing environmental pollution and injury to human health. HHW products behave as fully regulated hazardous waste due to the potential for reactivity, ignitability, corrosivity, toxicity or persistence. HHW may occur in small quantities in the source separated recycling stream, general domestic waste stream or source separated HHW taken to a drop-off by the public. HHW includes amongst others old paint and paint-related products, pesticides, pool chemicals, drain cleaners, degreasers, car care products, fluorescent tubes, CFL's, batteries and other common household detergents and solvents. Health Care Risk Waste and old pharmaceuticals are not regarded as HHW and will not be accepted at all.

Dry Co-mingled Waste or Recyclables includes all materials that can be safely removed from the waste stream such as paper, glass, plastics, metals, cardboard and polystyrene.

Wet Co-mingled Waste includes all municipal waste that has not been pre-sorted by the producer and contains amongst other Recyclables and non-recyclables as well as food wastes.

Contaminants and tailings shall have the same meaning, namely, the co-mingled waste fraction passing through the MRF and being disposed of on the landfill and thus not being collected for recycling in the MRF.

Residential Erven means: the number of properties zoned for residential use, according to the SBM's GIS database at the time of advising the contractor of the intention to extend the catchment area.

Service Point means properties zoned for residential use (including non-profit, non-business type institutions such as churches— as determined by the SBM from time to time), issued with a clear bag for the collection of recyclables within the designated collection area.

Local SMME's: A business or enterprise with existing offices within Saldanha Bay Municipal jurisdiction, and qualifying as a SMME as per the National Small Enterprise Act

15.2 SCOPE OF WORKS

The Saldanha Bay Municipality (SBM) requires the services of a Contractor with demonstrable experienced in the recovery of waste materials from a co-mingled waste recyclables stream to:

- 15.2.1 Operate and maintain a Materials Recovery Facility (MRF), situated at the Vredenburg Landfill Site (VLS), approximately 5km east of the town of Vredenburg on the R45.

- 15.2.2 Collect “dry” co-mingled recyclables from domestic households participating in the SBM’s “separation–at-source” waste minimisation project, situated within specific target areas.
- 15.2.3 Create and implement a comprehensive Awareness, Marketing and Publicity Campaign to educated residents of the SBM’s “separation–at-source” waste minimisation project to maximise participation rates, and other general waste management awareness as needed from time to time.
- 15.2.4 Clean garden waste to be stored and stockpiled separately for chipping purposes. Main contractor to appoint a sub-contractor to conduct bulk chipping with industrial chipper plant to chip all stockpiled garden waste on a quarterly basis or as required by the municipality.
- 15.2.5 Provide, maintain, transport and dispose of a Household Hazardous Waste (HHW) bin from the VLS to Vissershok Hazardous Waste Facility every 90 days, located on the N7 immediately north of Cape Town. SBM wishes to contract out these services by appointing a local SMME to render this service starting at the commencement date of the contract for a 36-month period. Successful tenderer is responsible to manage sub-contractor to ensure operation is carried out within compliance to NEMWA Act. The contractor must be registered as a hazardous waste contractor with all supporting documentation, safe disposal certificates to be provided for each load disposed at Visserhok landfill to ensure correct handling and disposal of hazardous waste.
- 15.2.6 Collection of recyclables at local schools, swop-swops, SBM facilities and investigate and implement litter-picker integration with a special focus on drop-off facilities within SBM.

15.3 OBJECTIVES

In response to the legal requirements of the National Environmental Waste Management Act of 2009 (NEMWA), SBM has developed its own MRF facility, with the objective of diverting waste away from the landfills currently serving the SBM. The MRF facility furthermore supports SBM’s Integrated Waste Management Policy and Plan and Waste Minimisation Strategy.

The overarching aim is to divert recyclable waste from being disposed of in a landfill and to achieve this it is the intention of the SBM to continue with their separate “dry” household waste collection service across the Municipality and the operation of a “clean” MRF. This is to complement and not replace the current formal / informal practices where the diversion of recyclable wastes is currently taking place.

15.4 Goals and targets for the MRF

For the first 6 months of the tender period tenderer shall be required to output a minimum of **150 tons of recyclables per month** From 7-12 months of tender period the recycling target will be a 180 tons per month. From month 13-36, the recycling target per month will be 220 tons per month of recyclable materials. This is to be derived from the separation at source waste collections from all 9 towns, the support of swop shops, and alternative waste collections authorized by SBM conducted by the contractor.

No bags collected as part of the separation at source project may be landfilled, however all recyclable waste collected must be recovered and transported to recyclers.

15.5 DELIVERABLES

15.6 MRF Operation

The MRF comprises a modern building, approximately 600m² in extent, equipped with a materials recovery plant and equipment, a tipping floor and also contains office space, storerooms, mess rooms and ablution facilities.

The materials recovery facility is designed to operate to achieve an efficient balance between mechanised and manual methods of recovery of co-mingled recyclables.

Targets during the upgrade of Vredenburg MRF will have to be achieved by implementing shifts. The average tonnage recycled at the Vredenburg MRF for the period July 2023 – July 2024 is approximately 160 ton per month.

All material processed through the MRF but not recovered (tailings) shall be transported to the landfill by the Contractor. The VLS has a weighbridge dedicated to measure all incoming and outward-bound waste vehicles. The mass of recovered recyclables leaving the MRF facility, as well as the residual wastes, will also be measured. In this way, a mass balance can be computed which in turn will determine the efficiency of the recovery operations.

15.7 MRF Maintenance

The maintenance schedule attached as **Schedule A** Forms part of the contract and must be adhered to by the Contractor to ensure smooth operation of the MRF.

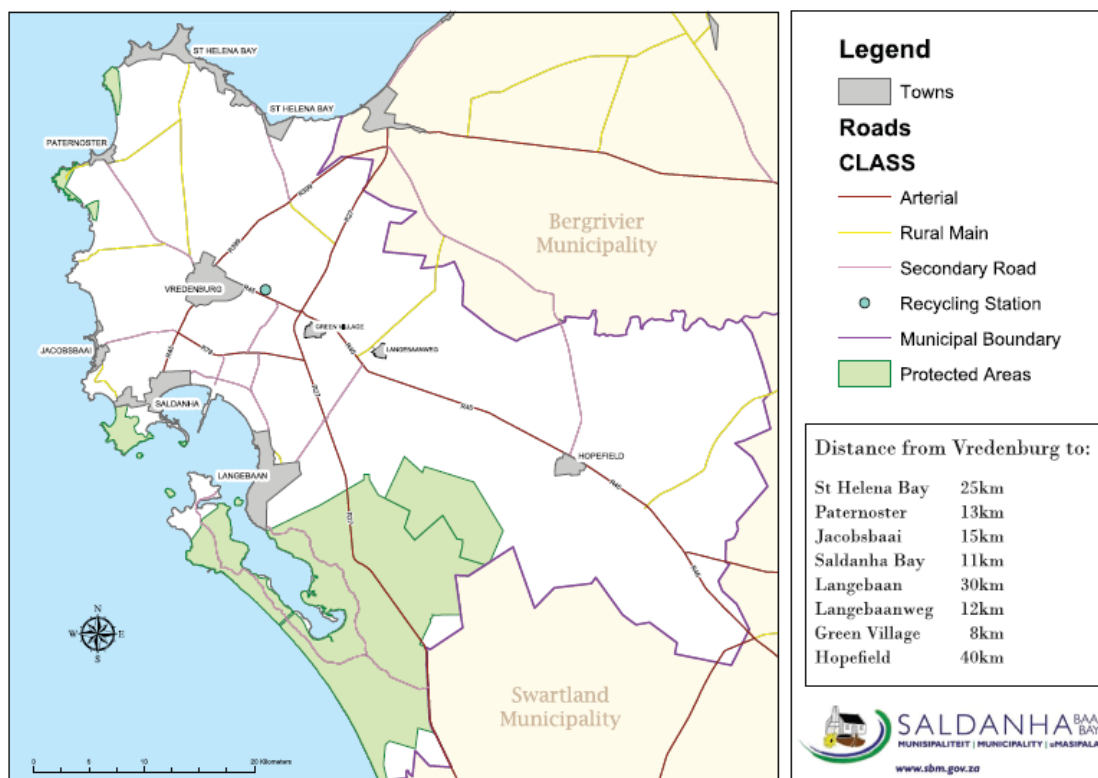
15.8 Separate “Dry household waste” Collection Service

Provision is made in the Pricing Schedule for the Contractor to submit an offer for a “dry” household waste collection service to every Service Point within a designated area. It is the intention to issue the Service Points with two clear bags for the collection of “dry” recyclables at commencement of the project. After first round of distribution, clear bags will only be provided to participating households on the basis of replacing a full bag of recycling with a new empty bag to be used for the following week. The bags are to be collected on the same day the Municipality collects from these Service Points. New starter packs will have to be distributed to all non-participating households on an annual basis which will serve as part of awareness. All new households must be provided with a recycling starter pack. Payment, at the unit rate, is for the provision of a weekly collection service from each of the Service Points within the proposed target areas and transported to the VLS MRF for processing. The drawing below marked “**Figure 1**” indicates the boundaries of the area, which consists of approximately 28935 Service Points. These towns and the number of Service Points are:

- Vredenburg 8372 Service Points
- Paternoster 909 Service Points
- Langebaan 5451 Service Points

- Jacobsbaai 431 Service Points
- Saldanha Bay 6599 Service Points
- Hopefield 1686 Service Points
- Langebaan road 303 Service Points
- Green Village 72 Service Points
- St Helena Bay 5112 Service Points

Figure 1



15.8.1 Commercial and Industrial “Trade” Recyclables

Commercial and Industrial (Trade) recyclables suitable for recovery at the VLS MRF, collected from within or outside of the defined household catchment area (but from within the SBM area), can be brought by the Contractor or other external waste collection contractors to the MRF **without** having to pay SBM’s normal waste disposal gate fee (i.e. at a zero tariff for recyclables).

The Contractor will **not** be paid for the costs of collecting and transporting recyclable materials from commercial and industrial properties for which services are currently contracted to private contractors (including the Tenderer). Thus, such collection and transportation shall not be carried out simultaneously with the service described in 15.8 above.

15.8.2 Contractor's "Own" Waste Recyclables

The Contractor may deliver and/or receive recyclables from his own sources for recovery at the VLS MRF with prior written approval from the Employer, provided that the first preference for the recovery of materials is always given to SBM's recyclables delivered to the MRF by the SBM, or by private waste collection contractors contracted by SBM, or by the "dry" household waste collection service provided by the Contractor. The same principle stated above for "trade" wastes shall apply, i.e. the Operating Contractors "own" wastes may be brought to the MRF facility at a zero tariff for recyclables.

Collection and transportation costs will not be paid for under the separate "dry" household waste clear plastic bag service, and *any attempt to claim for collection of recyclables outside of the clear plastic bag collection area shall be considered as a breach of contract.*

15.8.3 Informal Recycling Sector

SBM desires to encourage the involvement of small enterprises and individuals who wants to participate in the recyclables collection industry and the Contractor should make every effort to include and accommodate such enterprises and individuals. The integration of litter pickers is compulsory for the recycling initiatives at waste transfer stations/public drop-offs. The appointed contractor must integrate the litter pickers into the recycling stream by appointing a litter picker in each town that will conduct separation of waste at the public drop-off facility within the various towns: Saldanha, Langebaan, Hopefield, St Helena Bay, Paternoster

No recyclables from outside of the SBM Area will be accepted at VLS without approval in writing from the Employer.

15.9 Awareness, Marketing and Publicity Campaign

Provision has also been made for the Contractor to appoint a recycling marketing specialist with proven experience in Municipal Recycling Marketing Campaigns to undertake an on-going education, awareness, marketing and communication programme to secure a targeted participation rate of **60%** in the Designated Area. The primary objectives for the SBM in terms of this project are to:

- Create awareness, provide information and solicit participation from the residents and businesses.
- Reduce the amount of waste being landfilled (business and residential focus).
- Divert recyclables through separation at source (business and residential focus).
- Increase local waste minimisation targets year on year in support of achieving National waste targets.
- Initiate schools waste management programmes.
- Special focus on Organic Waste Diversion awareness.
- Door to door awareness campaigns including questionnaires.
- Internal SBM awareness and training for municipal officials.
- Any other waste management awareness and training as requested from time to time.
- Update the solid waste awareness education and marketing strategy for the municipality.

- The development and provision of all communication and marketing **material** throughout the duration of the Contract to promote optimal awareness and utilisation of the “dry” waste collection service.
- Door to door awareness campaigns including questionnaires to promote proper waste management compliance from public members and to obtain the buy-in of the current waste minimisation projects.
- Drafting of awareness questionnaires/materials specific to each town/ward within the municipal area, and incorporating online surveys via google forms or other software platforms to ease the community survey process, in order to educate public members of the latest waste management targets and goals on waste minimization, feedback of home composter units, etc.
- Design of signage for refuse compactor truck and town entrance billboards promoting recycling and responsible waste management within the municipality
- Litter picker awareness in and around the landfill site area, residential areas with high number of litter pickers, educating them to comply to municipal standards.
- Create an annual waste awareness calendar with dates for all events planned for the year. Take international environmental calendar into consideration
- Keep detailed record of all waste awareness campaigns/initiatives and compile annual report on awareness conducted for submission by 30 June
- Update SBM schools recycling and Waste Management DVD and include organic waste component. Could be short reels with internal employees as actors

To achieve these objectives, the Contractor is to:

- Communicate and engage with the residents and businesses ‘on the ground’ to devise a successful recycling strategy.
- Produce informative communication and marketing material.
- Obtain maximum participation for the duration of the contract whilst continuously aiming to increase the participation rate.

15.10 Chipper Plant

Clean garden waste to be stored and stockpiled separately for chipping purposes. Main contractor to appoint a sub-contractor to conduct bulk chipping with industrial chipper plant to chip all stockpiled garden waste on a quarterly basis or as required by the municipality. The sub-contractor to be appointment via a three-quote process.

15.11 Household Hazardous Waste

The Contractor is to provide a suitable closed bin for the collection and temporary storage of Household Hazardous Waste (HHW). It is to be transported to Vissershok H:H landfill for safe disposal every rolling 90 days. A safe disposal certificate from the Vissershok facility is to be submitted to the Employer after each disposal. The following waste containers should be available for the household hazardous waste at Vredenburg MRF which should consist of an enclosed 5m³ skip (asbestos) to be removed every 90 days. Four 240 wheelie bins (fluorescent light tubes, batteries, pesticides, chemical bottles, etc) to be deposited at Vissershok facility every 90 days. Fluorescent tubes must be placed in legally compliant containers which covers the full length of the fluorescent tube.

The contractor must employ a local SMME sub-contractor who is licensed for the transportation of the household hazardous waste.

15.12 LOCATION OF THE SITE

The VLS and MRF is accessed via the R45 and is located 5km east of Vredenburg, as shown on **Figure 1**.

It is the SBM's intention to continue the provision of a separate "dry" household waste collection services to all towns. The nine towns that fall within the jurisdiction of the SBM are Vredenburg, Paternoster, Langebaan, Jacobs Bay, Saldanha, Hopefield, St. Helena Bay, Langebaan Road and Green Village.

15.13 DURATION OF CONTRACT

In terms of the Tender, the Duration of the Contract shall be from 01 July 2025 until 30 June 2028.

WORKING HOURS

The Contractors general operating hours at VLS, is as follows:

07:45 – 18:00 Monday – Friday & Public Holidays

08:00 – 18:00 Saturdays (closed Sundays)

During peak season or periods where the MRF capacity is unable to complete required separation, above hours will be extended by means of formal communication from SBM officials to ensure all clear bags are at all times recycled.

Overtime work or additional hours worked to process clear recycling bags cannot be separately claimed under this tender, contractor is always responsible to process the weekly tonnages of recyclable materials. (All clear bags collected within the municipal area must be recycled, no clear bags may be landfilled)

15.14 WASTE QUANTITIES

The quantities of waste delivered daily to the VLS MRF will vary due to collection beat layout and day of removal, seasonal, operational and other external factors, and the Contractor is required to adjust his operations to accommodate such fluctuations within the tendered rates.

The measurement of contaminants arising from the "dry" co-mingled household waste stream within the catchment area will vary and will be difficult to measure as recyclables derived from various other streams delivered to the MRF facility will be processed simultaneously, thus ultimately disposed of on the landfill. SBM will therefore, at a frequency to be determined by SBM, undertake control measurements at the MRF facility and these will be compared against the Contractor's mass balance reports. The monthly contamination averages will then be determined for purposes of maintaining proper tailings control and management.

Notwithstanding the weighing system that has been installed at the VLS, the Contractor will at all times be responsible for ensuring that the vehicle loading (maximum loading and axle loading), length, height and all other legal requirements are within the legal road ordinance limits. In addition, the Contractor must ensure that all other Road Traffic Act requirements are met. NB: SBM will not accept liability for any overloading or other contraventions that may arise during the Contract.

15.15 CONTRACTOR'S OBLIGATIONS

15.16 Materials Recovery Operations

1. The Contractor will be responsible for the handling, sorting, reuse and/or sale of recyclables recovered from the MRF, and no payment by SBM for further costs will be considered other than the tendered costs.
2. The ownership of the recyclable materials shall vest with the Contractor, who shall be responsible for the disposal and transportation of such materials from the site. The income received from the sale of the recyclables shall belong to the Contractor.
3. The Contractor shall, as a minimum, recover **150/180/220 tons per month** of recyclables from both the "wet" and "dry" waste delivered to the MRF, and any other additional materials that the contractor wants to recover for recycling or re-use purposes. For the first 6 months of the tender period Tenderer shall be required to output a minimum of **150 tons of recyclables per month**. From 7-12 months of tender period the recycling target will be 180 tons per month. From month 13-36, the recycling target per month will be 220 tons per month of recyclable materials. This is to be derived from the separation at source waste collections from all 9 towns, the support of swap shops, and alternative waste collections authorized by SBM conducted by the contractor. No bags collected as part of the separation at source project may be landfilled, however all recyclable waste collected must be recovered and transported to recyclers. The weigh-bridge data shall be used to validate this data.
4. The MRF building and SBM-owned fixed plant and equipment may only be used for the intended use of recovering recyclable materials and for no other unrelated use.
5. No claim for any additional expenditure due to a decrease in the demand for recyclables, the non-availability of a sorting area or material recycling infrastructure, the continued participation or participation ratio of residents, the consistency in waste quality or quantity, and continued marketing or any other costs not reflected in the tendered rates, will be considered.
6. The Contractor shall be responsible for the optimal operation of the MRF and processed in accordance with the process flow requirements of the plant under the full-time supervision of a qualified plant superintendent.
7. The Contractor shall ensure that the waste processed does not contain large, sharp or types of materials that may damage the plant and equipment.
8. Residual waste that is not removed from the sorting belts and stations, referred to as tailings, must be conveyed to a dedicated container, provided by the Contractor, outside the MRF building which will be removed (when full) by the Contractor and weighed by SBM before being deposited on the landfill by the Contractor.

9. The Contractor shall be required to furnish, maintain and operate sufficient plant and vehicles to undertake the specified services.

The Contractor shall be required to provide all “non-fixed” plant, vehicles, fuel, lubricants, equipment, tools, materials, labour and any other items required to undertake the MRF operating services described in this tender, other than the fixed plant and equipment provided by SBM within the VLS MRF building. A list and description of the plant, vehicles and equipment (including containers required for use within the MRF building) that will be provided by the Tenderer must be stated in the Returnable of the tender document.

10. The Contractor shall be required to maintain all buildings and fixed plant and equipment in a clean, sound condition and in full working order. All regular routine inspections, maintenance and servicing shall be carried out by an approved service provider in full compliance with the requirements set out in Schedule A. The Employer may undertake independent plant inspections and audits from time to time and the Contractor shall ensure that such inspections are fully accommodated. It should be noted that any negligence or abuse to the plant by the Operator and any costs incurred as a result of such negligence or abuse will be for the cost of the Contractor.
11. The Contractor shall insure that all of its (or its subcontractor’s) own plant and equipment used to undertake the operations required in terms of the Contract.
12. The Employer will be responsible for taking out insurance cover for the buildings and fixed plant and equipment, but this will not relieve the Contractor from his responsibility to maintain the MRF buildings and fixed plant and equipment in a sound condition at his own cost for the duration of the Contract.
13. In the event of vehicle, plant or equipment break-down, the Contractor will be responsible for all necessary arrangements and costs to restore such vehicle, plant or equipment to full operating order. No costs arising from down-time or stoppages due to failure, servicing or repairs undertaken to mechanical plant or equipment will be paid for by SBM.
14. Costs for repairs resulting from the Operator’s failure to adhere to the instructions stated in the Plant and Equipment Operating Manuals shall be paid for by the Operating Contractor.
15. Electricity shall be provided by SBM, however, SBM cannot guarantee a full, uninterrupted power supply for the full duration of the Contract Period.
16. The Contractor shall supply all baling wire to the correct standard and specifications for the baling machine.
17. The Contractor shall take all reasonable measures to operate the MRF facility in accordance with the Operating Manual to prevent nuisances such as odour, dust, vectors such as flies, insects and rodents, noise and wind-blown litter. Odour-control and air-extraction systems have been provided, and the Contractor shall be responsible for the supply of deodorising materials.

18. During the execution of service under this Contract, the Contractor shall furthermore:
- a. Comply with all necessary Acts, Ordinances, Regulations and By-Laws relating to the registration, insurance and general operation of its vehicles, plant and equipment and the employment of its employees.
 - b. Comply with the relevant Authority's operating permit and licence conditions.
 - c. Pay all levies, taxes and duties payable in respect of all vehicles used and staff employed.
 - d. Ensure that all equipment and vehicles used are in a mechanically sound, roadworthy and clean condition.
 - e. Ensure that all containers/bales are at all times safely loaded onto the haul vehicles. In this regard the Contractor shall provide all necessary personnel to assist with and supervise the loading and off-loading operations at the MRF.
 - f. Minimise the storage of recovered materials and bales for periods of time considered reasonable to the Employer, without giving rise to odour, litter, vector and other nuisances.
 - g. Exercise all reasonable care and diligence in the handling and transportation of the Employer's containers in its charge.
 - h. Ensure that all drivers, operators and other employees are properly trained for the work they are required to perform and that all drivers are in possession of a current driver's licence and Professional Driving Permit appropriate to the class of vehicle being driven.
 - i. The Contractor shall ensure that at all times all drivers shall have available for inspection such drivers licence.
 - j. Ensure that all the requirements of the Occupational Health and Safety Act (85 of 1993) as stated in Clause 8.9 of the "Special Conditions of Contract" are fully complied with. The construction Regulations 2014 must also be adhered to.
 - k. Ensure that recycled waste recovered, processed and sold downstream is done so in a responsible manner which complies with all relevant environmental legislation in terms of Permit conditions as well as internal standards set by the SBM. The waste must always be managed by a transporter and/or waste contractor registered by the SBM.
19. The Contractor's staff may not under any circumstances interfere with the Employer's operations at the VLS. Unfettered access shall be given at all times to the MRF facility to the Employer's staff, Health and Safety Inspectors as well as External and Internal Environmental Auditors as and when required.
20. Proof of all transactions, sale or re-use of recyclables [vehicle registration numbers, date of transaction, volumes and mass per recyclable waste type e.g. PET, glass, cardboard, paper (office, newspaper, mixed etc.) plastics, tins etc.] must be provided on a monthly basis. The Contractor shall maintain daily, weekly and monthly records and provide them to the Employer.

21. The Contractor's tendered rate for operating the VLS MRF shall include all costs necessary to provide full security of the plant, equipment and materials contained within the MRF building. The Contractor must not rely on the Employer to provide any security. The Contractor shall not be permitted to allow any staff to live on the site.
22. Upon completion or termination of the Contract, the Operating Contractor shall ensure the MRF facility, and all plant and equipment are restored and handed over to the Employer in a satisfactory and clean condition, with all plant in full working order, together with all maintenance and other records relating to the fixed plant, all to the satisfaction of the Employer. The rates tendered for the operation of the MRF must include all costs necessary to meet the requirements stated above.

15.17 "Dry" Waste Collection Service

15.17.1 Implementation and Operations Plan:

The collection routes must be designed to fit in with the Employer's overall existing regular general household Monday to Friday collection beat schedule for the service area, and a detailed operational plan indicating routes, scheduled collection days, vehicle allocations, contingency plans etc. must be submitted to the Employer for approval prior to the commencement of the Contract. The collection day shall fall on the same day as the householder's normal "wet" waste removal day. Contractors must note that the normal "wet" waste removal days are not evenly distributed for each weekday and consequently the daily workload could differ significantly each day.

Should the Employer change part, or all of the scheduled collection days, the Contractor will be advised prior to such change.

Normal operating hours should not be longer than Monday – Saturday 06:30 – 18:00. Please note collections must continue on all public holidays that fall on weekdays, except for Christmas and New Year's Day, the schedule will be adjusted to complete the weekly schedule.

Payment for the household waste collection service applies only to those residential and commercial properties to which clear bags have been issued as agreed with the Employer as falling within their current domestic household waste collection service within the designated catchment area and having clear bags.

All "dry" recyclable waste collected from the designated collection catchment area must be transported to the VLS MRF for recovery.

15.17.2 Collection Points:

Residents will be instructed to place their "dry" co-mingled recyclable waste in the clear bags provided by the Contractor.

The bag will be placed on the kerbside just outside their properties / group housing complex / refuse storage area on collection day, and collection must be undertaken from this point. The Contractor must reinforce this requirement via its comprehensive awareness, marketing and communication programme with the public in order to maximise the number of bags actually placed on the kerbside for collection. A new replacement bag must be provided by the Contractor to the residents upon collection of their full bag.

15.17.3 Contractor's Staff:

All workers and where possible drivers and supervisory staff should preferably be sourced from within the areas being serviced, as approved by the Employer. All staff must be properly trained. This training must, apart from functional training include, but not necessarily be limited to safety, customer relations and their rights and obligations in terms of the Labour Relations Act. The staff must also be made to understand that they represent the SBM on this Contract and are therefore expected to conduct themselves accordingly. The SBM employees may not solicit for gifts, and any "Christmas Box" collection practices or similar solicitation is thus expressly forbidden by the Contractor's staff. Staff must be provided with the necessary uniforms and protective clothing, which must be such that staff are easily identifiable as employees of the Contractor.

15.17.4 Vehicles:

Suitable collection vehicles are required for this contract. The Contractor shall provide sufficient vehicles to service the targeted area from the commencement date. The vehicles must be properly maintained and be kept in a fully roadworthy condition. Sufficient back up vehicles must be available to ensure that breakdowns do not disrupt the collection schedule. The Contractor shall provide his own vehicle insurances at his own cost. A full list of vehicles dedicated to this Contract must be provided. All collection vehicles must have a visible "we care recycling" logo of the Municipality.

The vehicles shall be equipped with an approved GPS tracking device that logs the route of the collection vehicle; this data is to be forwarded to the Employer on request to act as confirmation of the provision of the collection service. This could be used as a prerequisite for payment.

15.17.5 Spillages:

The Contractor must ensure that any spillages occurring during the loading process or for whatever other reason are picked up and loaded onto the vehicle.

15.17.6 Provision of Information:

The Contractor must on a monthly basis provide the SBM with detailed information regarding the mass of loads removed by each vehicle on each day, as well as the GPS logs of the vehicles collection routes. All the above information must be counted and captured continuously, and weigh bridge slips must be provided as the necessary statistical proof on which accurate and verified monthly payments can be based. Accurate records of the quantities of the different fractions of dry materials including tailings received at the MRF must be kept. This information must be recorded on a weekly basis and provided to the Employer on a monthly basis in both electronic (Microsoft Excel) and hard copy format.

15.17.7 Service Complaints and Enquiries:

The SBM customer call Centre will receive complaints and enquiries relative to this Contract.

The Contractor must provide contact telephone and fax/e-mail numbers for both office hours and after- hours for receiving calls forwarded from the call centre or to the Contractor directly.

Response times to complaints are to be measured and records must be kept of the date and time received and completed for each complaint. The Contractor must furthermore state his contact telephone and fax/e-mail numbers for both office hours and after-hours on all communication with the public. The Contractor is to provide SBM's representative an electronic record of the above requirement with regards to service complaints and enquiries on a monthly basis. SBM is recommending that the Contractor appoints their own spokesperson who can represent their business to handle all queries and complaints in relation to the program in the targeted area on an operational level only.

15.18 Awareness, Marketing and Publicity Campaign:

The Contractor shall be required to appoint a recycling marketing specialist with proven experience in successful Municipal Recycling Marketing Campaigns to undertake a public awareness and communication programme to secure a targeted participation rate of **60%** in the Designated Area.

The Specialist is responsible for:

1. The development of an awareness, marketing and publicity campaign **strategy** for the Designated Areas for the duration of the Contract to promote optimal awareness and utilisation of the "dry" waste collection service.
2. The development and provision of **all** communication and marketing **material** throughout the duration of the Contract to promote optimal awareness and utilisation of the "dry" waste collection service.
3. Submitting all plans and material to the SBM for approval prior to its production and implementation. Timelines for the approval of marketing and communication material will be material deadline driven and strictly according to SBM's communications policy and administrative communications policy.
4. Initiate schools waste management programmes to inform school learners the importance of recycling and proper waste management.
5. Special focus on Organic Waste Diversion awareness to promote waste separation of organic waste and diverting organic waste to landfill by means of composting treatment and the use of composter units for households.
6. Door to door awareness campaigns including questionnaires to promote proper waste management compliance from public members and to obtain the buy-in of the current waste minimisation projects.
7. Internal SBM awareness and training for municipal officials.
8. Any other waste management awareness and training as requested from time to time.
9. Update the solid waste awareness education and marketing strategy for the municipality.

SBM is responsible for:

1. Providing the Specialist with background information regarding the Designated Areas (i.e. population density, zones, types, social economic data etc.)
2. For approving / amending materials and plans proposed by the Specialist prior to their implementation.

Chipper Plant:

1. Clean garden waste to be stored and stockpiled separately for chipping purposes. Main contractor to appoint a sub-contractor to conduct bulk chipping with industrial chipper plant to chip all stockpiled garden waste on a quarterly basis or as required by the municipality.

15.19 Household Hazardous Waste

The Contractor is to provide a suitable closed bin for the collection and temporary storage of Household Hazardous Waste (HHW). It is to be transported to Vissershok H:H landfill for safe disposal every rolling 90 days. A safe disposal certificate from the Vissershok facility is to be submitted to the Employer after each disposal. The following waste containers should be available for the household hazardous waste at Vredenburg MRF which should consist of a 5m³ skip (asbestos) to be removed every 90 days. Four 240L wheelie bins (, batteries, pesticides, chemical bottles, etc) to be disposed at Vissershok facility every 90 days. Fluorescent light tubes to be stored in special manufactured long steel cage unit to ensure the full length of fluorescent tube is contained in the cage and does not pose a risk to employees working around it as it can be broken and mercury hazard could be fatal to staff.

15.20 EMPLOYER'S OBLIGATIONS

The Employer shall be responsible for:

1. The Employer shall provide access to the MRF as well as provide areas for parking of the Contractor's staff vehicles.
2. Staff vehicles must be parked at designated parking bays as agreed with the Employer.
3. The provision and cost of all water and electricity consumed by the MRF Operator. Monthly reports of water and electricity usage will be made available by the Employer.
4. The Employer shall be responsible for the operation of the Access Control and weigh-bridge facilities, recording the tare and payload masses of the incoming recyclable wastes and garden waste and the outward-bound baled and containerised recyclables and residual waste.

15.21 PRICING INFORMATION**15.21.1 Operating the Materials Recovery Facility (Item 1.1)**

Payment for the operating of the MRF will be on a monthly basis for the Duration of the Contract. The items included in the Pricing Schedule include the following:

15.21.2 Establishment and Operational Activities (Item 1.1.):

1. The Operating Contractor will be required to prepare and submit for approval by the Employer a detailed Safety and Operating Plan 14 days prior to the commencement of operating the MRF plant, clearly indicating the methodology to be implemented, including the staffing, plant, equipment and vehicles to be provided during the Contract Period.
2. The rates tendered under Item 1.1.1-3 of the Pricing Schedule shall make provision for all costs necessary to prepare and submit the Safety and Operating Plans.
3. The Tenderer **will not** be required to pay for electricity and water consumed for operating the MRF. A separate meter has been provided for the purpose of monitoring the power consumed and the meter readings shall be submitted to the Employer on a monthly basis for record purposes.
4. The ownership of all materials recovered shall vest with the Contractor.

15.21.1 Item 1.1.1:

1. The Tenderer shall include all costs necessary to establish, operate and de-establish the facility at the end of the Contract Period. The monthly rate tendered for the operating of the “dry” MRF shall include all fixed costs (such as furniture, equipment and plant necessary for the proper operating of the MRF), which shall remain the property of the Contractor after the completion of the Contract.
2. The monthly rate tendered shall furthermore include all time-related costs (such as furniture, equipment and plant necessary for the proper operating of the MRF). The Tenderer shall include for all time-related administrative and management costs, salaries and wages, overhead costs, insurances and consumables. There will be **no** rates or rental charged for the use of the buildings or land or infrastructural facilities.
3. The Contractor shall be required to output a minimum of **150 tons per month** of recyclables, and the targets will be adjusted during contract period as per tender specifications. The target will be linked to contract period: 1 to 6 months, a monthly target of 150 tons; 7 to 12 months, monthly recycling target of 180 tons; 13-36 months, a monthly recycling target of 220 tons. Should this minimum output not be achieved, the Contractor shall be penalised by the *pro-rata* downward adjustment of the monthly rate as follows:

For simplicity the monthly operational rate has been assumed at R10,000 per month: -

Scenario:

An output of only 120 tons of recyclables is achieved in the month in question, therefore:

$$120/150 = 0.8$$

$$0.8 \times R10,000 = R8,000$$

Therefore, a maximum of R8,000 will be paid by the Employer for this item for this month.

i. Chipping Plant (Item 1.1.2):

1. Clean garden waste to be stored and stockpiled separately for chipping purposes. Main contractor to appoint a sub-contractor to conduct bulk chipping with industrial chipper plant to chip all stockpiled garden waste on a quarterly basis or as required by the municipality. The sub-contractor to be appointment via a three-quote process.

ii. Household Hazardous Waste Bin (Item 1.1.3 - 1.1.5):

1. For Item 1.1.3, the Contractor shall include for all costs for the monthly provision of suitable closed bins, 4 X 240L wheelie bins and 1 X 5m³ enclosed skip, for the collection and temporary storage of HHW.
1. The total storage volume of which is not to exceed 80m³, for the collection and temporary storage of HHW.
2. For Item 1.1.4 and item 1.1.5, the Contractor shall include for all costs for the transportation and safe disposal fees of the bin described above, to the Vissershok H:H landfill located north of Cape Town on a rolling 90-day period and as requested on an ad hoc basis. This shall include for the issuance of a safe disposal certificate.

**15.22 Servicing and Maintenance of Buildings, Fixed Plant and Equipment
(Item 1.2)**

15.22.1 Item 1.2.1

1. The Tenderer shall allow for all costs required for the routine maintenance and servicing of the MRF Building in a clean and full operating manner such that at the end of the Contract the building is handed over to the Employer in the same condition and state of repair that it was received at the commencement of the Contract.

15.22.2 Item 1.2.2

1. A Provisional Sum has been provided for in the Pricing Schedule for the routine maintenance and servicing of the mechanical plant and equipment relating to the MRF for the full duration of the Contract, the frequency and requirements of which are detailed in **Schedule A**.
2. A three-quote system for the appointment of one service provider to undertake the maintenance, repairs and replacement of parts for the full duration of the Contract will be followed based on the requirements detailed in **Schedule A**. The Tenderer is to break down the total costs involved into **equivalent monthly costs**, and payment shall be made upon satisfactory proof that the necessary routine maintenance and servicing has been performed.
3. A separate Provisional Sum (Item 1.2.4) has been provided in the Pricing Schedule for repairs to plant and equipment caused by normal “wear and tear”. Damage to plant and equipment caused by failure of the Contractor to adhere to the operating instructions and routine maintenance out in the Operating Manuals, or due to his failure to ensure that no unsuitable, large, sharp or heavy items are loaded, shall be repaired at the Contractor’s expense.

15.23 Provision of Records, Data and Information (Item 1.3):

15.23.1 Item 1.3.1

1. The Tenderer shall include all costs necessary to submit to the Employer on a monthly basis a detailed account of all records, data and information related to the materials received at the MRF, recovered and transported from the MRF facility.

15.24 “Dry” Waste Collection Service (Item 2.1):

A “dry” waste collection service is to include for all costs for the planning and implementation of a **weekly** “dry” waste collection service containing co-mingled recyclable wastes (including contaminants) to be collected from specified Service Points within the Designated Collection Areas and transported to the MRF facility.

1. The tendered rate (plus escalation where applicable) is to be per Service Point and will increase or decrease, depending on the growth in participation and roll-out across the Municipality.
2. For calculation purposes in the pricing schedule, the service points per town has been multiplied by 156 weeks to ensure total price is reflected for the full tender period.

Thus, the total quantity must be multiplied with the rate.

3. The total mass of the co-mingled recyclable wastes shall be determined through measurement at the inward and outward-bound weighbridges of the VLS access control gate.
4. The tendered rates for Items 2.1.1 to 2.1.10 shall include all vehicle, GPS logger and staff costs as well as all transport costs along the collection route and from the Designated Area to the MRF.
5. The tendered rates shall include all costs associated with the provision of the replacement clear plastic bags (normal Municipal size and minimum 40 micron) to the Service Points on a weekly basis.

15.25 Awareness, Marketing and Publicity Campaign (Item 2.2):

Provision has been made for the appointment of a specialist to undertake a comprehensive Awareness, Marketing and Publicity Campaign. This shall include for all costs for the establishment of and all fixed and time-related costs to undertake the campaign in accordance with the requirements set out in Item 5.4 and 9.2 of tender specification document. The aim of such a public awareness and education campaign is to increase the participation of residents making use of the service to the targeted participation rate of 60%. The primary objectives for the SBM in terms of this project are to:

- Create awareness, provide information and solicit participation from the residents and businesses.
- Reduce the amount of waste being landfilled (business and residential focus).
- Divert recyclables through separation at source (business and residential focus).
- Increase local waste minimisation targets year on year in support of achieving National waste targets.
- Initiate schools waste management programmes.
- Special focus on Organic Waste Diversion awareness.
- Door to door awareness campaigns including questionnaires.
- Internal SBM awareness and training for municipal officials.
- Any other waste management awareness and training as requested from time to time.
- Update the solid waste awareness education and marketing strategy for the municipality.

15.26 SBM Facilities (Item 2.1.10)

Recycling collection services need to be rendered at all municipal offices, community halls, holiday resorts, schools and swop shops within each town as depicted on figure 1 of tender document, by means of replacing the full recycling bag from recycling wheelie bin and replace it with a new empty recycling bag. The contractor will be responsible to purchase the correct size of plastic bags to use with 140 L recycling wheelie bin.

The municipality will provide the new 140 L colour wheelie bins to be used for the recycling stations at municipal offices, halls, etc. and will be responsible to distribute these bins to the various stations. This is a new addition to the tender and will be rolled out as and when needed with a total weekly service points set at a maximum of 50. It must be noted that one service point may consist of various 140 L recycling bins. Collection will be done weekly.

15.27 Litter Picker Integration (Item 3)

The contractor will be responsible to integrate litter pickers in the municipal recycling stream by means of appointing a litter picker/general employee within the following towns: Saldanha, Langebaan, St Helena Bay, Paternoster and Hopefield.

The litter picker will be employed via the appointed contractor to conduct separation and recovery of waste at each public drop-off facility within each town, the contractor to provide assistance to litter picker by means of training, bale bags, movable sorting tables, PPE-safety clothes, collection of recyclables and monthly remuneration of litter pickers/general assistant. Litter picker must be provided with reflector vest with project information engraved/printed to ensure the employee identifiable to the public. The monthly unit is estimated, and the roll-out will depend on the success of the project and the roll-out of infrastructure at facilities. The quantity provided in the pricing schedule must be multiplied by the unit rate. The contractor/litter picker responsible for locking and providing locks for containers used for storage of recovered waste.

The municipality to aid with infrastructure at the facilities to store recovered waste and for sorting purposes.

16. PRICING SCHEDULE:

COMPULSORY TO COMPLETE BY THE TENDERER

SBM 23/24/25: OPERATION OF VREDENBURG MATERIAL RECOVERY FACILITY AND COLLECTION OF RECYCLING MATERIAL FOR SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2025 TILL 30 JUNE 2028.

It is compulsory to complete the pricing schedule in full for all items tendered for.

It is compulsory to submit prices on all line items even if the amount is zero.

Estimated quantities may not be changed and will lead to tenderer being non-responsive.

**OPERATION OF MATERIALS RECOVERY FACILITY AND THE MANAGEMENT OF
CHIPPER PLANT, COLLECTION AND TRANSPORTATION OF CO-MINGLED RECYCLING AND INTEGRATION OF LITTER PICKERS**

SECTION 1	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE	AMOUNT (EXCL. VAT)
1	OPERATION OF MATERIALS RECOVERY FACILITY AND CHIPPER PLANT				
1.1	Establishment and Operational Activities				
1.1.1	Operation of “dry” MRF, including establishment, fixed and time-related preliminary and general costs and provision of necessary “Non-fixed” operating plant and equipment.	Month	36		R_____
1.1.2	Routine chipping of garden waste stockpile, appoint a sub-contractor to conduct bulk chipping of garden waste with industrial chipper machine, the subcontractor to provide own loading machines, equipment, fuel and labour related to all chipping operations.	Provisional Sum			R1000,000.00

SBM: 23/24/25

1.1.3	Operation of a "Household Hazardous Waste Bins", including establishment, fixed and time-related preliminary and general costs. 5m³ skip (asbestos) to be removed every 90 days. Four 240L wheelie bins (fluorescent light tubes, batteries, pesticides, chemical bottles, etc).	Month	36		R_____
1.1.4	Transportation of "Household Hazardous Waste Bin" (5m³ Asbestos skip) including provision of necessary "Non-fixed" operating plant and equipment. It is compulsory to appoint a local SMME as a sub-contractor for the transportation of household hazardous waste, sub-contractor to be registered as a hazardous transporter.	No	36		R_____
1.1.5	Transportation of "Household Hazardous Waste Bin" (Four 240 liter Wheelie bins) including provision of necessary "Non-Fixed" operating plant and equipment. It is compulsory to appoint a local SMME as a sub-contractor for the transportation of household hazardous waste, sub-contractor to be registered as a hazardous transporter.	No	36		R_____
1.2	Servicing and Maintenance of Buildings, Fixed Plant and Equipment				
1.2.1	Servicing, cleaning and maintenance of the MRF building for the duration of the Contract.	Month	36		R_____
1.2.2	Routine servicing and maintenance of the MRF and equipment by an approved service-provider, as detailed in Schedule A .	Provisional Sum			R 400,000.00

SBM: 23/24/25

1.2.3	Percentage mark-up on 1.2.2 for profit, administrative costs and overheads.	%	400,000.00		R_____
1.2.4	MRF and equipment repairs by approved service-provider as directed by the Employer falling outside the routine maintenance detailed in Schedule A .	Provisional Sum	-	-	R 400,000.00
1.2.5	Percentage mark-up on 1.2.4 for profit, administrative costs and overheads.	%	400,000.00		R_____
1.3.1	Provide the Employer on a monthly basis detailed records of all incoming, recovered and residual waste quantities as detailed in Schedule C .	Month	36		R_____
	Sub-Total Section (1): Amount Carried Forward to Summary				R_____

SECTION 2	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (EXCL. VAT)
2	“DRY” WASTE COLLECTION SERVICE				
2.1	Provide a weekly “dry”, co-mingled recyclables collection service to a designated area, inclusive of all clear plastic bags. (See Notes 3, 4 and 5).				
2.1.1	Vredenburg The designated area (Vredenburg) is as depicted in Figure 1 and contains approximately 8372 Service Points.	Service Point	8372 X 156= 1 306 032		R_____
2.1.2	Saldanha Bay In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 6599 Service Points.	Service Point	6599 X 156= <u>1 029 444</u>		R_____
2.1.3	Langebaan In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 5451 Service Points.	Service Point	5451 X 156= <u>850 356</u>		R_____
2.1.4	St. Helena Bay In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 5112 Service Points.	Service Point	5112 X 156= <u>799 032</u>		R_____

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2.1.5	Hopefield In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 1686 Service Points.	Service Point	1686 X 156 4= <u>263 016 4</u>		R_____
2.1.6	Paternoster In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 909 Service Points.	Service Point	909 X 156 = <u>141 804 6</u>		R_____
2.1.7	Jacobs Bay In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 431 Service Points.	Service Point	431 X 156 = <u>67 236</u>		R_____
2.1.8	Green Village In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 72 Service Points.	Service Point	72 X 156 = <u>11 232</u>		R_____
2.1.9	Langebaan Road In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 303 Service Points.	Service Point	303 X 156 = <u>47 268</u>		R_____
2.1.10	SBM Facilities In terms of note 4 the designated area as depicted in Figure 1 is extended by municipal offices, halls, schools, swop shops, holiday resorts and contains approximately 200 service points.	Service Points	200 X 156 = <u>31 200</u>		
2.2	Provision of an Awareness, Marketing and Publicity Campaign				

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2.2.1	Appointment of an approved specialist for the Provision of an Awareness, Marketing and Publicity Campaign to ensure a targeted participation rate of 60% in the designated area.	Provisional Sum	800 000.00		R 800,000.00
2.2.2	Percentage mark-up on 2.2.1 for profit, administrative costs and overheads.	%	800,000.00		R_____
	Sub-Total Section (2): Amount Carried Forward to Summary				R_____

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SECTION 3	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (EXCL. VAT)
3	LITTER PICKER INTEGRATION				
3.1	Provide an employment opportunity for litter pickers within the recycling sector of the municipality, by appointing a litter picker within each town to perform separation and recovery of waste at a dedicated municipal premise.				
3.1.1	Appoint a general employee/litter picker to conduct separation and recovery of waste at Langebaan waste transfer station.	Monthly	30		R_____
3.1.2	Appoint a general employee/litter picker to conduct separation and recovery of waste at Saldanha-Diazville waste drop-off facility.	Monthly	24		R_____
3.1.3	Appoint a general employee/litter picker to conduct separation and recovery of waste at Hopefield waste drop-off facility.	Monthly	20		R_____
3.1.4	Appoint a general employee/litter picker to conduct separation and recovery of waste at St Helena Bay waste drop-off facility.	Monthly	24		R_____
3.1.5	Appoint a general employee/litter picker to conduct separation and recovery of waste at Paternoster waste drop-off facility.	Monthly	20		R_____

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	Sub-Total Section (3): Amount Carried Forward to Summary				R_____
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SUMMARY	
DESCRIPTION	AMOUNT
Sub-Total Section (1) brought forward from Section 1	
Sub-Total Section (2) brought forward from Section 2	
Sub-Total Section (3) brought forward from Section 3	
SUB-TOTAL: SECTION 1, 2 & 3	
15% VAT	
<u>TOTAL INCLUDING 15% VAT</u>	

NOTES:

1. All rates to exclude VAT.

2. The Saldanha Bay Municipality shall award Section 1, 2 and 3 to the same Contractor.
3. The rate per unit tendered for the “dry” recyclables will be for the provision of a weekly collection service to a Service Point within the designated area, over the Contract period, as determined by the Employer from time to time. The Tenderer should provide a rate for each of the ten (10) Scenarios numbered 2.1.1 to 2.1.10 in the table above.
4. The Tenderer shall be required to commence operating the MRF as from 01 July 2025 and providing a “dry” waste collection service to all towns stipulated from item 2.1.1 – 2.1.10.
5. SBM may reduce the number of participating towns or service points at its own discretion, subject to 3 months’ notice.

PART E: OTHER

17. PRICE ADJUSTMENTS

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

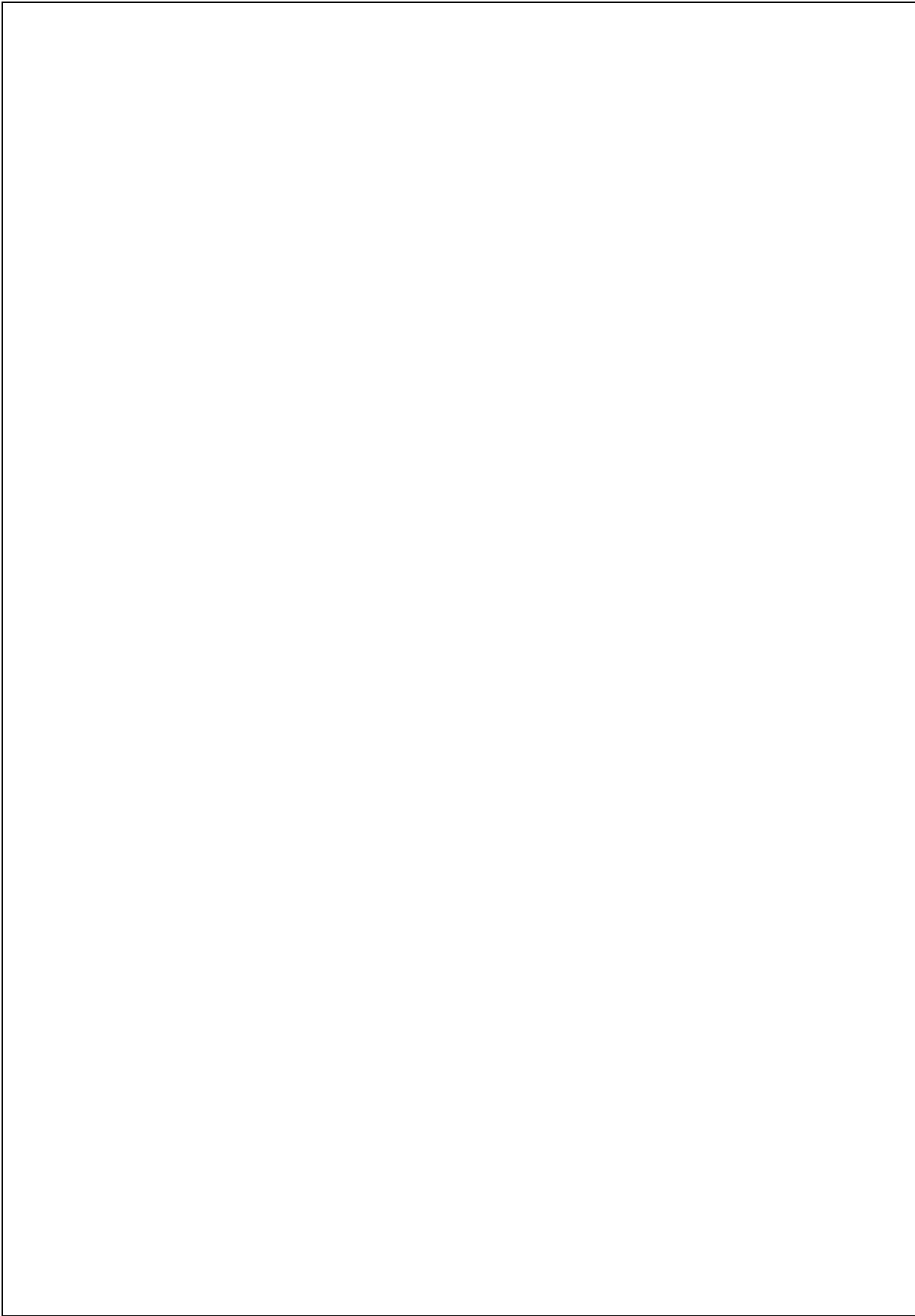
I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

18. OMISSIONS, ALTERATIONS AND ADDITIONS



19. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature _____ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)

20. APPENDIX A

IT IS COMPULSORY TO ATTACH ALL THE FOLLOWING DOCUMENTATION TO THE TENDER

NAME OF TENDERER:

Attach directly after this page the following:

- **Vehicle: Detailed specification of vehicle**
- **Insurance: Attach documentary proof of insurance of vehicles and plant**
- **Registration Papers: Attach CERTIFIED copies of all registration papers of vehicles and plant. It is compulsory that the vehicles / machines are registered in the name of the tenderer and registered to travel on National Roads. The details on the registration papers must be verified in the tender document.**
- **Purchased agreements to be submitted for plant/machinery that does not have vehicle registration certification.**
- **License renewal certificate: Original or certified copy of the annual certificate issued by the traffic department.**
- **It is compulsory to submit supporting documents to prove contract period by means of previous/current project contract as well as the recycling tonnage per month by means of weigh bridge linked data or IPWIS Data.**
- **It is compulsory to submit supporting documents to prove contract period by means of previous/current project contract as well as the number of servicing points.**
- **It is compulsory to submit all vehicle/plant license discs.**