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## TENDER 10 - 2023/24

PROVISION OF SERVICE FOR LANDFILL OPERATION AND  
MANAGEMENT TEAM FOR MUSINA LANDFILL SITE FOR A  
PERIOD OF THREE YEARS

**CLOSING DATE: 03 APRIL 2024 @ 11:00**

### DETAILS OF TENDERER

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact person: \_\_\_\_\_

Contact number: \_\_\_\_\_

Email address: \_\_\_\_\_

Bid amount (vat Inclusive) \_\_\_\_\_

## **CHECKLIST OF DOCUMENTATION TO BE ATTACHED**

<b>Tax Compliance Status Pin Issued</b>	
<b>Certified ID copies of all members / owners / directors / shareholders / Trustees</b>	
<b>Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company</b>	
<b>Certified Copy of newest Financial Statements of company</b>	
<b>Central supplier database registration report</b>	
<b>All other documents as indicated in the General Conditions Document</b>	
<b>NB: INITIAL EVERY PAGE OF THE TENDER DOCUMENT AT THE BOTTOM</b>	

**Attach the above documentation to the back of the Tender Document. Should any of the above not be applicable, please indicate it in writing**

## INVITATION TO TENDER

<b>YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING TENDER:</b>
PROVISION OF SERVICE FOR LANDFILL OPERATION AND MANAGEMENT TEAM FOR MUSINA LANDFILL SITE FOR A PERIOD OF THREE YEARS

<b>TENDER NUMBER</b>	<b>10-2023/24</b>	<b>CLOSING DATE</b>	<b>03 APRIL 2024</b>	<b>CLOSING TIME</b>	<b>11H00</b>
<b>COMPULSORY BRIEFING SESSION</b>		<b>DATE</b>	<b>12 MARCH 2024</b>	<b>TIME</b>	<b>10H00</b>

### PROJECT SPECIFICATION

#### 1. SCOPE

This specification covers the requirements for the operation and maintenance of Musina Landfill Site. It gives a general description of the site and the facilities available and also covers the day to day requirements for receiving, depositing, spreading, compacting and covering waste and the maintenance of the facilities on the site to ensure an effective operation in accordance with the conditions of the operating waste license issued therefore.

#### 2. INTERPRETATION

##### Definitions

builders refuse	:	refuse generated by demolition, excavation or building activities on premises;
bulky garden refuse	:	such refuse as tree-stumps, branches of trees, shrubs, hedge-stumps and branches of hedges and any other garden refuse of quantities more than 2m <sup>3</sup> ;
bulky refuse	:	refuse which emanates from any premises, excluding industrial refuse, and which cannot by virtue of its mass, shape, size or quantity be conveniently accumulated or removed in a refuse bin with a bin liner;
business refuse	:	refuse generated by the use of premises other than a private dwelling-house used solely as a residence, but shall not include builders refuse, bulky refuse, domestic refuse or industrial refuse;

Cell	:	A body of waste which has been placed between waste berms covered with liners or soil, soil berms or builder's rubble berms compacted and enclosed by cover material.
Clean greens	:	Compostable waste derived from garden waste (gardens and parks), which has not been mixed with other waste categories.
Landfill Management Committee (LMC)	:	Committee consisting of representatives of the Limpopo Department of Economic Development, Environment and Tourism, Vhembe District Municipality, Musina Local Municipality and operating contractor responsible for maintenance of the operational standard and advising on tariff structures.
Community Monitoring Committee (CMC)	:	A Committee comprising interested and affected parties, who together with the Management Committee shall act as a Monitoring Committee as contemplated in terms of Section 11.2 of the "Minimum Requirements" for Waste Disposal By Landfill.
Compaction density	:	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	:	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.
Compost	:	Organic waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.
Contractor's enclosure	:	An area allocated to the contractor for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	:	Soil or other suitable material that is used for enclosing a body of compacted waste but does not include builder's rubble.
Daily cell	:	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	:	Solid waste that originates in a residential environment.
ECSA	:	Engineering Council of South Africa
Employer	:	The employer will be Musina Local Municipality.
Engineer	:	A suitably qualified person who is to be appointed by the service provider to check and certify the stability of the landfill site, monitor air space and or height above ground level as well as monitor the compaction ratio.

Financial Manager	:	Means the duly appointed natural or juristic person or partnership or any other financial expert appointed from time to time by the employer, to act on their behalf in regard to certain <u>financial</u> aspects of the administration and execution of this contract.
Garden refuse	:	refuse such as grass cuttings, leaves, plants and flowers which is generated as a result of normal gardening activities.
Hazardous waste	:	An inorganic or organic element or compound that, because of its toxicological, physical, chemical or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment.
Industrial waste	:	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing.
Landfill gas	:	Typically malodorous gases generated during the decomposition of waste.
Leachate	:	The contaminated aqueous liquid which results when water percolates through decomposing waste, and which may migrate from a landfill site and represent a pollution threat.
Lift	:	A completed layer of one cell in height and usually comprising numerous adjacent cells.
Methane gas	:	A major component of landfill gas generated in the methanogenic phase of waste composition. Where methane concentrations reach between 5% and 15% of atmospheric gas, landfill gas represents an explosion hazard, as well as a potential health risk.
Notifiable waste	:	Waste, whether dry or liquid, that is potentially toxic or hazardous, and that requires special handling to avoid illness or injury to persons or damage to property (also refer to “Minimum Requirements for Waste Disposal by Landfill, 1998”).
Radioactive waste	:	Waste with a specific activity of more than 74 becquerels per g (Bq/g) and total activity more than 3,7 kBq(0,1uCi). Disposal of radioactive wastes in a landfill is prohibited.
Safe disposal	:	The process whereby spoilt foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector and/or site supervisor.
Salvaging	:	The controlled and/or uncontrolled process of recovering any material, gas, compost, or other matter from the waste for benefit.
Sanitary landfill	:	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by

utilising the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary.

Solid waste	:	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Ton	:	1 000kg.
Institutional, Medical waste	:	Solid waste originating from educational, hospital, health care or research facilities.
Waste to cover ratio	:	The ratio of volume of compacted waste to volume of cover material.
Working face	:	That portion of the disposal site where waste is discharged before being compacted and enclosed by cover material.

### 3. DETAILS OF THE SITE

#### 3.1 General description

In general, the work included in this Contract is the operation and maintenance of compacted waste cells and all infrastructures within Musina Landfill Site for the contract period.

***The appointed service provider must comply with all conditions in the landfill license***

Access to the site will be given to the contractor to be appointed under this Contract for the operation and maintenance of the landfill site to be used for the disposal of solid and non-hazardous wastes (also referred to as General Waste).

The facility mainly receives waste from the Musina Local Municipality area as well as private industries or businesses. During the contract period it may happen that the facility will also serve other local authorities. The waste will be transported onto site by the relevant local authorities as well as by the general public and private contractors.

#### 3.2 Description of site and access

Musina Landfill Site is on the Remainder of the Farm Messina No.4-MT along Harper Road in Musina. Musina Landfill Site is a licensed landfill site with **license number 12/4/10/8-B/8/V4**. There is non-perennial stream located at 240 m from the site which according to the Environmental Impact Assessment Report is not considered a significant water body. The lowest point of the landfill is at least 7m higher than the stream and any non-perennial runoff in the stream will, therefore, not impact on the landfill. Any contaminated runoff from the landfill will be contained in the contaminated water dam on site and this stream will, therefore, not be impacted by the waste disposal site.

The stratigraphy in the area consists mainly of the Limpopo Belt Basin, the Karoo Sequence and quaternary deposits. The study area is located on the central zone of the Limpopo Mobile Belt Basin consisting of a complex of assortment of meta sediments interlayered with quartzo – feld spathic gneisses and mafic rocks i.e. the Beit Bridge complex.

The landfill site occupies an area of about 10,5 ha and comprises of the following infrastructure: 1,8m high fence, a lockable gate, access road; a site entrance board; internal site roads; a leachate tank, landfill cells (to be developed in phases) and a leachate collection dam. According to records submitted to the South African Waste Information Systems 22 171, 34 tons of waste was landfilled from July 2022 to June 2023 at Musina Landfill Site which amounts to 184, 61 tons landfilled per month

### 3.3 Site facilities and services

#### a. Temporary buildings

The contractor will be entitled, subject to the municipality's approval and that of the employer to erect temporary or permanent buildings on the site including plant shelters, a site office, a gate control house, and 4 portable toilets. On termination of the contract, the employer shall be given the option of purchasing the additional buildings and structures so erected and failing the exercise of such option, the contractor shall demolish and remove the buildings or structures at his/her own cost and return the site in the condition it was prior to such buildings or structures being erected.

#### b. Infrastructure enclosure

The Contractor will be entitled to erect secondary fencing around the plant shelters mentioned above. This fencing would be intended to provide additional security for overnight parking of the contractor's vehicles and plant used in the operation of the site. The Contractor may also elect to erect high mast lighting in this area in order to provide improved security.

The contractor may erect or install overhead fuel storage tanks, in a bunded wall area to be agreed with the Engineer, subject to it meeting the safety and fire requirements stipulated in the Musina Municipality by-laws. The servicing and maintenance of the contractor's vehicles and plant shall be carried out within the contractors shed and uncontrolled oil spillage will not be permitted.

#### c. Access roads

The main access road is tarred, the internal road from the gate as well as the road to the waste cell are surfaced with gravel.

NB: Contractor must keep the access and tarred areas clean at all times

#### d. Wheel wash

No wheel wash is provided.

#### e. Access control gates

Manually operated gates are provided at the incoming and outgoing road adjacent to the water pond and are used to control the movement of vehicles during normal operating hours. After hours the entrance is closed with a lock.

f. Weighbridge

There is no weighbridge on site waste volumes are estimated on site.

g. Computers

There are no computers available on site and the contractor shall make available his own computer/s.

h. Security

The landfill site and infrastructure is fenced with a 1.8m razor diamond fence. The contractor is required to keep the razor diamond fence and all other internal fences in good order and to repair any damage caused to it.

The Employer will appoint its own security company responsible for the site, the role of the security will be to make sure that, equipment, materials, office and storage are duly taken care of.

i. Water supply

A water storage tank has been equipped to supply the required portable water for the contractor for his/her domestic use. Water for the operation of the waste disposal site (e.g. dust control, irrigation and vehicle washing) can be obtained from the municipal workshop with approval from Vhembe District Municipality and at the contractor's own cost.

j. Electricity supply

There is currently no availability of electricity at the site and the contractor will have to provide a generator or any other alternative for running of the site office.

k. Housing of employees

No facilities are available and the contractor will not be permitted to house any of his/her employees on the site.

l. Office Administration

The Contractor shall provide equipment such as computer, printers, camera, filing cabinets and stationery necessary for day to day operation of the site.

m. Sanitary facilities

There is no ablution facilities on site and the contractor will be responsible for providing four (4) portable toilets which will be maintained by the contractor to the satisfaction of the client.



#### 4. PLANT

All plant used on the site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators. The plant shall be fitted with hour meters and each shall have a logbook. In the event of a breakdown occurring, the contractor shall be capable of calling upon such **back-up plant within 12 hours as is necessary to ensure that the proper operation and maintenance of the site is not placed in jeopardy.**

The turnaround time for tyres repairs is 2 hours. The contractor shall keep at site at least two spare tyres at any given time.

As a minimum, the Contractor shall be required to provide the following plant for dedicated use on the site:

1. **Between 24 and 30 tons landfill compactor.**
2. **Two (2) off four wheel drive tractor-loader-backhoe (TLB).**
3. **Two (2) Tipper trucks (minimum 10m<sup>3</sup>).**
4. **1 off Water Tanker, or Water Cat 10 000 litre minimum capacity**

All plant is to be replaced within a 12 hour period if required by the Employer and not to be older than 6 years. The second TLB and tipper truck are for loading all the waste that should have been disposed by the community at the landfill but has been dumped off site and transporting this waste to the landfill site.

#### 5. OPERATION AND MAINTENANCE

##### 5.1 Operational plan

Everything pertaining to the operation of the landfill must be included in the operating plan which must be submitted with the tender document; the operating plan must include, inter alia, the following:

- Excavation sequence
- Projected / progressive development of the landfill with time (i.e. phasing of operations) (note - design included here to a certain extent)
- Daily cell construction
- Site access
- Drainage
- Operation monitoring procedures, including the role of the Monitoring Committee
- A plan of mitigatory actions in response to problems detected by monitoring

##### 5.2 Emergency preparedness plan

The contractor must compile an emergency preparedness plan and review it annually. The emergency preparedness plan must be submitted one month after appointment. It must include the following:

- Vehicle/machinery malfunction

- Landfill site fire
- Slope failure
- Natural disaster such as floods
- Industrial action
- Contact information of police, ambulance and emergency center close to the site

### 5.3 **Safety File**

The contractor must compile and submit a safety file in terms of the Occupational Health and Safety Act No.85 of 1993 upon appointment.

### 5.4 **Sources of waste**

The Musina landfill site is a municipal facility for the Musina Local Municipality, although some other industries, private waste removal companies and resident from the surrounding area will also make use of the site.

### 5.5 **Other sources**

Should it be to the employer's benefit, the contractor may dispose of waste at the site that originates from sources other than those indicated in Clause 5.3. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the contractor's responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the site. In addition, should this position change, the contractor will be obliged to inform the employer thereof within 14 days of any such change.

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

### 5.6 **Waste quantities**

Quantities of waste disposed by the municipality, general public and private contractors is estimated at 1847, 61 tons per month for all waste categories.

The employer shall not be bound to these quantities.

Because of unpredictable growth taking place, however, the actual quantities may vary considerably from the estimated quantities. Furthermore, the Musina Local Municipality reserves the right to vary its waste disposal strategy, which will affect the waste quantities involved. The contractor will be responsible for measuring the monthly mass in accordance with Clause 5.5.

### 5.7 **Waste types**

The site is permitted as a general landfill site (Class B) and, subject to the exceptions indicated below, the contractor will be required to handle all, non-hazardous incoming wastes including:

- domestic waste
- garden waste
- clean soil & builder's rubble

- non-hazardous dry industrial waste
- commercial waste
- bulky waste
- polymeric waste
- dead animals
- spoiled foodstuffs destined for safe disposal

No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site.

In the interests of environmental protection and complying with the site waste license requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The vehicle owner, and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from the waste disposal facility. The contractor shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.

A container for public disposal of small quantities of domestic hazardous waste must be provided. The operating contractor will be responsible for the management of this facility, as well as for the safe disposal thereof and related cost.

#### 5.8 **Charges for disposal**

The schedule of rates for disposal of waste is approved by the Municipality and is announced annually to coincide with their financial year. These tariffs will be applicable once the site has a weighbridge and computer.

#### 5.9 **Operating Hours**

The contractor will be responsible for operating the site every day, including Saturdays, Sundays and Public Holidays with the exception of Christmas day and New Year's Day however, security will still be required to guard the site.

Unless otherwise negotiated, operating times for each day shall be as follows:

- Mon to Fri : Open to public from 07:00 to 16:00  
Site operation from 07:00 to 16:00
- Sat and Sun & Public Holidays : Open to public from 07:00 to 13:00  
Site operation from 07:00 to 13:00

Should it, however, be established that the above is unsuitable, then with the approval of the employer, the working hours may be altered accordingly and recorded in writing and on the notice board by the contractor.

#### 5.10 Use of site after hours

As a result of overtime work, which includes after hours waste collection, waste may be disposed of by such local authorities until 22:00 but only by special arrangement. **The operating contractor will not be expected to compact and cover the limited number of loads that will be disposed of after hours.** All other waste is however to be compacted and covered by the end of each working day.

For any waste loads other than those referred to above, prior arrangements and the employer approval will be required for the site to be opened outside of the stated operating hours.

#### 5.11 Contractors site establishment

The contractor will state in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilised on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the municipality. The contractor shall ensure that the employer is, at all times, in possession of an up to date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded as a non-compliance.

#### 5.12 Management of the gate control guardhouse

The contractor shall provide a temporary structure that will be used as a guardhouse to house security on site for the term of contract. For the full duration of the contract, the contractor shall provide at least two competent and reliable persons to manage the gate control guardhouse full time during normal working hours. The responsibilities of these personnel shall *inter alia* include:

- identification and diversion of potential hazardous waste loads
- data capture at the gate

As a minimum requirement, the contractor must deliver proof that the two persons have attended a special course dealing specifically with the identification of potential hazardous waste and have been trained in the capturing of waste data.

#### 5.13 Site supervisor

The contractor shall provide a **full-time site supervisor** to manage the site with at least three (3) years experience on a Class B site. The experience and qualifications of the supervisor shall comply with the "Minimum Requirements for Waste Disposal by Landfill, 1998", as issued by the Department of Water Affairs and Forestry.

The site supervisor must be contactable 24 hours a day in the event of any emergencies or serious problems that may arise on site.

#### 5.14 **Site Engineer**

The contractor is required to appoint a Professional Engineer who has three (3) years experience in landfilling as well as is registered with ECSA. The engineer will be consulting basis once a month or when called upon due to emergency situations such as fire, slope failure etc. The other duties of the Professional Engineer are detailed in other clauses of this contract and also include:

- Stability monitoring and certify that the site is stable each year.
- Compaction ratio monitoring
- Air space monitoring and or height above ground level.

#### 5.15 **Preference to users**

The contractor must at all time show equal respect and considerations to all site users and under no circumstances may he/she treat any user preferentially. This Clause has particular reference to the use of the site by vehicles belonging to a company or enterprise in which the contractor may have a direct or indirect interest.

#### 5.16 **Meetings and site inspections**

During the execution of the contract, the contractor, the employer, and other operators shall meet at approximately monthly intervals, arrangements for the O&M Landfill Management Committee (LMC) meeting being made by the /employer. In addition, meetings with the Community Monitoring Committee (CMC) will also be held at approximately quarterly intervals.

The contractor shall ensure that a member of his/her staff, who is sufficiently senior to be able to make operating decisions and commitments, as well as being familiar with the operation of the disposal site, is always in attendance at these meetings.

The contractor shall provide furniture for use in the boardroom and maintain a diary of meetings scheduled. The minimum furniture required is a boardroom table, 15 (fifteen) chairs, white board and storage cabinet. The furniture shall remain the property of the municipality at the end of the contract.

The meetings will be held to discuss all and any matters relating to the operation of the site, and to up-date and review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties. It is, however, to be noted that the O&M Landfill Management Committee (LMC) does not have executive powers and that decisions affecting the Musina Local Municipality need to be approved by Council.

Periodic site inspections or audits will be undertaken by external auditors appointed by the employer. During this exercise a specially designed proforma audit checklist will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the municipality and the contractor. These inspections may or may not be conducted in conjunction with the contractor. The frequency of meetings and audits will be increased if operational standards are not acceptable. At the discretion of the employer, such periodic site will be undertaken bi-annually.

Any member of the LMC or the CMC will have unimpeded access to the site, provided that they first report to security upon entry.

Provision must be made for a quarterly financial meeting with the Client and the Financial Manager at the client's office.

### 5.17 **Salvage rights**

In order to accommodate the salvaging operations of the waste reclaimers in a safe manner, the following method of landfill operation is to be implemented.

- The waste reclaimers are to be given an agreed period of time to salvage from the heaps of freshly dumped waste before spreading commences.
- Thereafter, the waste is to be spread by the landfill equipment ensuring that all putrescible waste is covered with inert waste or soil cover.
- Under no circumstance are the waste reclaimers and the landfill equipment to operate in the same cell simultaneously. In addition, the landfill equipment is to be fitted with a reverse alarm.
- In the interest of safety, and to avoid conflict on site, close liaison between the contractor and the waste reclaimers will be necessary. The precise details of the above modus operandi are to be determined by the contractor and the waste reclaimers on site, in consultation with Musina Local Municipality. These are to be reviewed regularly and modified if deemed necessary.
- Minutes and attendance registers of meetings between the contractor and reclaimers are to be kept and submitted monthly

### 5.18 **Operation of the site**

The contractor shall operate the landfill in accordance with the landfill license and other agreements over and above the license condition agreed to between the contractor and the municipality

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

- access to the site and access control
- generation of reports
- maintenance of access roads and controlling of traffic within the site
- waste deposition and compaction
- provision and placement of cover material
- control of nuisances
- provision and maintenance of fire breaks
- construction and maintenance of site drainage
- leachate control, pumping of all sumps (leachate and sub-soil) and leachate dams
- record keeping
- topographical surveys
- general maintenance of grass
- repair and or replace any damaged infrastructure
- monitoring of site activities on air, water and ground

The principles regarding the above are discussed below, with a view to providing the prospective contractor with a clear concept of what is expected of him/her and also to providing him/her with guidelines for drawing up his/her proposed action plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

a. Access to the site and access control

The Contractor shall be responsible for keeping the entrance to the site via the main access road in a clean and neat state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the site entrance (particularly during wet weather) and the picking up of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily. The section of road to be cleaned stretches from the entrance of the site to 500m.

Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads permitted in accordance with the license conditions and the "Minimum Requirements for Waste Disposal by Landfill, 1998", will be allowed on site.

Records of all vehicles entering and leaving the site shall be maintained at all times

b. Waste recording and generation of reports

There is no weighbridge on site and the mass of all waste loads delivered to site must be captured on site using an approved estimation sheet daily. The contractor will need to compile this information into a monthly spreadsheet recording all waste disposed on site as well as recyclables recycled on site. The employer will use this information to report on the South African Waste Information System.

c. Maintenance of access roads and controlling of traffic within the site

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period. The roads must be:

- usable in both wet and dry conditions.
- comfortably able to accommodate two large passing vehicles.
- sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

The road along the perimeter of the fence must be maintained, at all times, for maintenance and security patrol purposes.

Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.

Areas in and around the site must be swept and kept clean of excessive mud and windblown waste (using brooms or mechanical equipment, where appropriate). Adequate resources must be utilised to perform this duty and will be for the Contractor's cost.

d. Waste deposition and compaction

Waste deposition will be conducted in adherence with the proven sanitary landfill principles (as per "Minimum Requirements for Waste Disposal by Landfill, 1998") of spreading, compacting and daily covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material at the end of each operating day. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of a landfill compactor (or appropriate equipment as agreed with the Engineer) per layer of waste to a density of at least 750kg/m<sup>3</sup>. Once compacted, the height of a cell will not exceed 2,5 m in any situation.

In order to maximise compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.

- *The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, away from the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.*

Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.

At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, shall be placed at a thickness of 300 mm. Builder's rubble may not be



used as cover material, except for the preparation of wet weather cells, or with permission from the employer/engineer.

The finished cover surface shall have a minimum slope of **3% and a maximum slope of 5%** and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.

In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each cell.

As soon as possible after completion of a lift to the final finished profile, and upon approval by the engineer, the contractor shall construct the final cover as detailed in the approved rehabilitation plan for the site, which will be in accordance to "Minimum Requirements for Waste Disposal by Landfill, 1998".

- Manouvering space at working face

Space must be available at the working face to enable vehicles to manouever and reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

- Animal carcasses

Animal carcasses are to be disposed of at the toe of the working face. The carcass must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material. The contractor shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Environmental Health unit within Vhembe District Municipality.

- Spoilt foodstuff / Liquor / Beverages

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff/liquor must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0,75m of waste and cover material. Extreme care should be taken that none of these foods/liquor/beverages are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.

Allowance for safe disposal, by appointment, shall be seven days a week.

- Bulky waste

The contractor shall reduce the volume of items of bulky waste, as far as is practical, by the use of his/her plant.

- Wet weather

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

A wet weather cell on the main disposal site shall be kept available which has a surface of coarse well drained material, such as builder's rubble or coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one week's waste during adverse weather conditions must be maintained.

- Vehicles stuck on site

The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or towbars, and he/she shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out.

The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty should vehicles be pushed out.

e. Provision and placement of cover

Suitable sources of cover material include:

- Material identified off site by the employer.
- Gravel materials inside the landfill site yard are available for use as cover material.
- Building rubble, ash, soil and other inert material suitable for covering the waste may be delivered to the site. This material is also to be utilised for constructing, maintaining and repairing of the site roads and berms within the site;

*Note: Excavations for cover material, in future cells, should be done according to predetermined dimensions and side slopes, in order to facilitate the construction of liners without the need to undertake excessive cutting and filling operations. It is required to construct the liners in such a way, that the respective cells will be free*

*draining towards a predetermined low point, from where liquids can be extracted at various times of the landfill operation. In order to assist the excavation plant operator, it is suggested that level profile boards be used to indicate the angle at which side slopes are to be excavated.*

Sufficient material for cell building and refuse covering on a daily basis should be ensured by the contractor. Furthermore, a strategically placed stockpile of cover material, sufficient for three working days operation, should always be maintained.

f. Control of nuisances

The contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisances such as:

- Odour - by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere. Also by spraying odour control chemicals as and when required.
- Dust – dust suppression by means of watering.
- Flies and rodents - by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.
- Noise - by ensuring that all plant silencers, etc. are in good working order and by limiting the operations to the prescribed hours.
- Windblown litter - by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area. Adequate litter pickers should be deployed for litter picking on a daily basis.

g. Construction and maintenance of site drainage and leachate control

The contractor shall prevent undue contact between waste and storm-water, so as to minimise the volume of contaminated run-off and leachate formed. Two drainage systems are accordingly, required to be operated and maintained during the course of the contract; one for clean storm-water and uncontaminated run-off from the rehabilitated areas, and the other for contaminated storm-water and leachate extracted from the waste body which must be pumped/drained into the Vhembe District Municipality Waste Water Treatment Works at the cost of the contractor.

*Uncontaminated storm-water:*

A system of berms and cut-off drains is constructed around the perimeter of the site to prevent clean water from entering the working area. The object of the drainage system is to divert clean storm-water run-off around

one or both sides of the waste body. Such runoff will be classified as unpolluted.

The continued extension and maintenance of this system by the contractor to keep it free-draining, is required throughout the contract and the contractor is required to state in his/her action plan, the methods he/she proposes to use in this regard.

*Contaminated water:*

Run-off from the Site which has been in contact with the waste body collected in a drainage channel immediately adjacent to the landfill, which discharges into the evaporation control dam constructed for the purpose.

The quality of this water is to be monitored by the operator and the water shall only be discharged, if acceptable, on instruction of the Responsible Person.

The floor of the disposal cell must be kept clean and free from any obstruction to ensure that storm-water falling within the cell-area will flow away from the exposed waste at the working face and towards the lowest point of the cell, which will in turn be pumped into the evaporation pond. Suitable pumping equipment is to be supplied by the contractor as part of the equipment for operating and maintaining the site. The pumping equipment shall be kept available on the site and used to ensure that the cell-area is always drained.

All water that has been in contact with waste will be considered to be contaminated, as well as any water with which it comes into contact. The contractor will be required to contain such water in the evaporation pond (from where it will be allowed to evaporate) and prevent it from polluting uncontaminated water from areas outside the waste disposal area.

*Leachate:*

The contractor will need to monitor the localised leachate collection. Provision and operation of adequate portable pump systems will be for the Contractor's cost. All other pumping equipment required is to be supplied by the contractor as part of the equipment for operating and maintaining the site.

Throughout the operation of the landfill, the primary objective should be to reduce the formation of leachate, with the secondary objective being to manage leachate formed, in an environmentally sound manner.

The leachate tank should be emptied once a week into the Vhembe District Municipality Waste Water Treatment Works at the cost of the contractor or in an event of rainfall it should be emptied daily to avoid spillage.

h. Record keeping

The contractor shall maintain detailed daily records of the following aspects and these shall be available for inspection by the engineer/employer at all times:

- Quantity of cover placed
- Quantities of waste handled (Including mass, category and registration details of each vehicle)
- Daily position of waste deposition on site
- Complaints lodged
- Incidents and accidents
- Site protocol violations
- Breakdowns and stoppages
- Weather stations including minimum and maximum temperature, rainfall, wind speed and direction.
- Site diary to record unusual incidents
- Leachate and pumping log book, indicating frequency and volumes pumped.

The contractor shall also keep a site instruction book on site.

The supply of all consumables for record keeping, invoices and associated computer equipment, peripherals and the supply of suitable extra heavy duty printers is the responsibility of the contractor.

i. General maintenance at groundwater monitoring boreholes

There are no ground water monitoring boreholes installed on site however should they be made available on site during the course of the contract, they shall be adequately marked (painted yellow) at least once per annum. All grass, within a 3m radius, around the boreholes will be cut on a regular basis.

5.19 **Maintenance of the site**

The contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear.

Should it at any stage be evident that a large repair has resulted because the contractor did not take action at an earlier stage, and that the contractor has no

good reason for not having taken earlier action, the cost of that repair will be for the contractor's account. In maintaining the site, the contractor will be expected to perform maintenance work on his/her own initiative and without first being instructed to do so by the engineer/employer.

Included in the maintenance of the site are:

a. Scattered waste

The keeping of the **site and its surrounds** neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation. This must be performed daily. Areas of particular importance are:

- the access road to the landfill and road reserve portions described in Section 5.14(a)
- the entrance and surrounding area
- all site roads
- the area surrounding the working face
- the perimeter fence

b. Buildings

The contractor shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- painting of all buildings and structures (once per annum) using quality approved paint products;
- upkeep and maintenance of gardens and landscaped areas including regular watering (twice per week) of all trees on site
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas.
- maintenance of all wooden doors
- replacement of light bulbs

On termination of the contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the engineer.

c. Access road

The contractor shall be responsible for the maintenance of all temporary and permanent access roads (i.e. those roads within the site boundary to provide access to the working face). This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the engineer. All roads shall be to an all-weather standard.

d. Berms and storm-water drainage channels

The contractor shall be responsible for keeping all berms and storm-water channels in good condition and blockage free, so that they will adequately perform their intended function. Silt accumulating in the storm-water drains shall be removed on a regular basis.

Where required, temporary berms and storm-water drainage channels shall be provided by the contractor to ensure the safe and sound operation of the waste disposal site. Such berms and channels are only to be constructed after consultation with the engineer/employer, in order to ensure that it will not interfere with the long-term development plan for the site.

e. Fences, gates and access control boom

The contractor shall keep the fences and gates of both the perimeter, water pond and infrastructure area in good order and shall repair any damage caused to them. All bushes and trees that grow on the line of the security fence are to be removed and the roots killed. All bushes and trees that grow around the water pond are to be removed and the roots killed.

f. Weighbridge

There is no weighbridge on site.

g. Completed areas

The contractor shall be responsible for the watering of all trees and shrubs planted until such time as they are, in the opinion of the municipality, well enough established not to require further watering. Any erosion furrows and subsidence's which form on intermediate or finally covered disposal areas shall be filled in and re-grassed where applicable.

h. Servitudes

The keeping of all servitudes neat and clean by the removal of all weeds along the fence, windblown litter etc.

i. Fire breaks

The contractor will be required to maintain adequate fire breaks, to the satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site.

j. fire Extinguishers

The contractor shall provide and service all fire extinguishers as per requirement of the chief fire fighter of the Vhembe District Municipality.

k. Notice board

There is a notice board on site and this notice board must be updated and maintained by the contractor. The contractor is to liaise with the employer on the changes to be made. The contractor shall be responsible for maintaining the noticeboard in good repair for the duration of the contract.

5.20 **Testing**

Routine inspections will be carried out by the employer to check the contractor's operations for compliance with the requirements of the specification.

a. Pollution monitoring

Sampling of surface water and leachate shall be undertaken by the contractor testing for variables as described in the waste management license of the site once per month or as directed by Limpopo Department of Economic Development, Environment and Tourism. Results of these tests shall be included in the monthly report. The results shall be interpreted by the contractor stating if there is any impact on the quality of the water regime in the vicinity of the site due to the landfilling operation. Other samples may be taken by the employer or the department of Water Affairs at other times, if considered necessary.

b. Gas monitoring

The contractor must develop a quarterly gas monitoring programme to determine the pollutants concentrations at the surrounding areas in order to establish potential gas programmes and results of such monitoring must be included in the quarterly internal audit report and submitted to the employer.

c. Auditing

The operation of the landfill will be audited quarterly or other regular intervals by the contractor to ensure the operation is at an acceptable level. The contractor will be responsible for training an official of the Municipality to take over the auditing function.

The objectives of the internal landfill auditing are:

- To ensure acceptable operating procedures and hence environmental standards are maintained.
- To ensure that the planned landfill operating procedures and design are implemented



- To provide a quantified means of assessing and comparing standards.
- To ensure compliance to the waste management license of the site

## 5.21 Violation of site protocol

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the Musina landfill site, or any of the other sites owned by the Vhembe District Municipality, for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer. Types of incidences considered to be a violation, are in accordance with the following site rules as displayed on site:

**"SITE RULES FOR THE MUSINA LANDFILL SITE"**  
**WASTE LICENSE: CLASS B FOR DISPOSAL OF GENERAL WASTE**

This landfill site is operated under contract to the Musina Local Municipality and right of admission is reserved. Violation of site protocol may lead to temporary or permanent expulsion from the waste disposal facility, together with possible prosecution, depending on the nature and / or frequency of the default.

- Only general, dry, non-hazardous wastes may be disposed of on this facility.
- The contractor is legally bound to operate the site strictly according to the operational contract and instructions from the operating contractor's personnel must be adhered to.
- The landfill site and all its facilities are used at the user's own risk.
- All drums and containers will be inspected at the gate prior to disposal at the workface. No sealed containers will be accepted on site.
- Empty containers displaying hazard or warning decals/sticker will not be permitted on this facility.
- Waste is only to be disposed of within the demarcated area or in the designated containers indicated by the operating contractor's personnel. Site users are responsible for off-loading their vehicles and must provide adequate labour and equipment.
- Scavenging by vehicle drivers and / or their assistants will lead to blacklisting of their vehicles.
- No open fires or the burning of waste is allowed on the site.
- Speed limits must not be exceeded and traffic rules must be adhered to.
- Road signs must be obeyed.

- Open or partially open trucks or containers must be covered with properly installed nets.
- Children are not allowed to enter the site, unless accompanied by an adult. Neither are they allowed to leave vehicles in any area of the site.
- No vehicles may exceed the legal payloads or have waste stacked in areas not designed to carry waste.
- Visitors must adhere to all security arrangements on site and users of the facility are not allowed to bring firearms into the security area.
- An administration penalty will be levied if incorrect or misleading information is provided by vehicle drivers.
- No cash transactions will be handled on site.”

The employer may from time to time alter the site rules as dictated by conditions on site.

## 6. PENALTIES

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

- a. Failure by the contractor to open or to operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours:

**R1 500, 00 for first hour or part thereof, escalating by R1 000,00 for each further one hour period or part thereof.**

- b. Failure by the contractor to adequately cover overnight with material any one area of waste exceeding 5,0m<sup>2</sup> (excluding limited volumes of waste delivered after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes:

**R2 000, 00 for first occurrence, escalating by R1 000,00 for each further occurrence to a maximum of R10 000,00 per occurrence.**

- c. Any proven deviation from the operating permit conditions, which includes the "Minimum Requirements for Waste Disposal by Landfill, 1998":

**R2 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R10 000, 00 per occurrence.**

- d. Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control:

**R2 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R5 000,00 per occurrence.**

- e. Vehicles pushed out when stuck on site:

**R1 000, 00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence, plus the cost for any repairs to damaged vehicles as a result of the pushing.**

- f. Not caring and maintaining the site including scattered waste, all buildings and structures, access roads, entrance road, berms and storm-water drainage channels, fences, gates and completed areas.

**R1 000, 00 for first occurrence, escalating by R500, 00 for each further occurrence to a maximum of R5 000,00 per occurrence.**

- g. Allowing the disposal of materials not being permitted for disposal according to the Minimum Requirements for Waste Disposal by Landfill 1988, the waste license or the site rules:

**R5 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R10 000, 00 per occurrence.**

- h. Allowing the disposal of unauthorized waste streams including de-listed waste:

**R5 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R10 000,00 per occurrence.**

- i. Not excavating the cover material to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical) : 3 (horizontal):

**The construction costs required for the additional cut-and-fill earthworks to ensure that any excavated waste disposal cell is correctly positioned in terms of the overall site development plan, free draining to a pre-determined low point as well as suitable shaped for the construction of liners by means of heavy civil engineering construction equipment.**

- j. Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical) : 3 (horizontal).

**The construction costs required for the additional cut-and-fill to ensure the waste body is shaped such that it will not create a threat of potential side failure and will allow for the compaction of the final capping as part of rehabilitation by means of heavy civil engineering construction equipment.**

- k. Developing the upper horizontal surface of a cell not to the prescribed slopes of at least 3% and not more than 5%, towards the working face.

**The construction costs required for the additional cut-and-fill to ensure the waste body and the finished cover surface shall have a minimum slope of 3% and a maximum slope of 5% and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.**

- l. Failure to maintain a 500mm freeboard at all containment dams or sumps, and allowing to overflow.

**R10 000,00 for first occurrence, escalating by R5 000,00 for each further occurrence to a maximum of R50 000,00 per occurrence. As well as the remedial costs involved on any environmental contamination.**

- m. Employer reserves the right to terminate the contract if the contractor is in breach of contract and fails to rectify such breach of contract after a second written warning was issued to the contractor without the necessary remedial action being taken.

## 7. EVALUATION OF BIDS

7.1 All bids received shall be assessed in terms of the Supply Chain Management Regulations, Musina Local Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act and any other applicable legislation or regulations.

7.2 The assessment criteria consist of the following 2 Phases: -

- **Phase 1** – Mandatory requirements to assess each bidder’s ability to execute the scope of work or contract; and
- **Phase 2** – Price and specific goals.

## 8. MANDATORY REQUIREMENTS TO ASSESS EACH BIDDER’S ABILITY TO EXECUTE THE SCOPE OF WORK / CONTRACT (PHASE 1)

8.1 A bidder must submit the below listed mandatory documentation.

Item	Description	Yes / No
1.	Copy of the company registration documents / certificates (in cases of joint venture, the JV Partnership Agreement)	
2.	Original certified copy of proof of registration of the company with the Institute of Waste Management of Southern Africa (IWMSA)	
3.	Original certified copy of ownership of plant that will be used at Musina Landfill Site as per the specification	
4.	Original certified copy of a letter of good standing from the Department of Labour	
5.	Certified copies of IDs for all Director(s)	

6.	<p><u>The company's operational plan for Musina Landfill Site:</u></p> <p>The operational plan of the company must be attached as annexure and bidder's operational plan must detail the following:</p> <ul style="list-style-type: none"> <li>• Excavation sequence</li> <li>• Projected / progressive development of the landfill with time (i.e. phasing of operations) (note - design included here to a certain extent)</li> <li>• Daily cell construction</li> <li>• Site access</li> <li>• Drainage</li> <li>• Operation monitoring procedures, including the role of the Monitoring Committee</li> <li>• A plan of mitigatory actions in response to problems detected by monitoring</li> </ul>	
7.	<p><u>The company's relevant experience in providing landfilling services:</u></p> <ul style="list-style-type: none"> <li>• Bidders are required to attach or submit five (5) or more appointment letters and reference letters which indicate that the company has provided or provides landfilling services.</li> </ul>	
8.	<p><u>Years of Experience of staff members:</u></p> <ul style="list-style-type: none"> <li>• Bidders to submit proof of three (3) years or above experience for Professional Engineer who will be working on a consulting basis.</li> <li>• Bidders to submit proof of registration of the professional engineer.</li> <li>• Submit proof of experience for the site manager.</li> </ul> <p>Bidders must attach CV &amp; relevant Qualifications and proof of registration with applicable professional body such as ECSA calculated from date of registration.</p>	

9.	Bidders must attach a detailed Fee structure (must be attached).	
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## 9. PRICE AND SPECIFIC GOALS (PHASE 2)

9.1 Preferential Procurement Policy Framework Act (PPPFA) of 80/20 rule shall apply.

Evaluation Criteria	Points
Price	80
Specific Goals – Points	20
Total Maximum Score	100

## 10. SCHEDULE OF QUANTITIES-LANDFILL OPERATION

NO	DESCRIPTION
	TIME RELATED CHARGES Contractual requirements Maintenance of site General responsibilities and other time related obligation.
	PROVISIONAL SUMS FOR WORK REQUIRED BY THE EMPLOYER Testing and internal audits Overhead charges and profit
	WASTE DISPOSAL Disposal of general waste in designated areas or in cells Top- soiling and grassing

### SUMMARY OF SCHEDULE

#### LANDFILL OPERATION AND MAINTENANCE

SCHEDULE	DESCRIPTION	AMOUNT
1	Preliminary and general	
2	Waste disposal	

3	Maintenance	
4	Internal Audits (four (4) times per year)	
SUB-TOTAL		
Contingency (10%)		
TOTAL(Excluding VAT)		
Value Added Tax(VAT) 15%		
TOTAL OPERATION AND MAINTENANCE INCLUDING VAT		

#### **11. COMPULSORY BRIEFING SESSION**

There will be a compulsory briefing session for the bid.

#### **12. PERIOD OF VALIDITY OF TENDER**

The period of validity of tenders shall be 90 days as stated in the tender form and be calculated from the closing date for submission of tenders.

**NB: CRITICAL CRITERIA**

- 1. ONLY BIDDERS WHO ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE WILL BE CONSIDERED FOR APPOINTMENT**
- 2. ALL PAGES OF THE BID DOCUMENT MUST BE INITIALED AND SIGNED WHERE REQUIRED**
- 3. BID DOCUMENT MUST BE COMPLETED IN INK**
- 4. BID DOCUMENT MUST BE PROPERLY RECEIVED IN A SEALED ENVELOPE CLEARLY INDICATING THE DESCRIPTION OF THE SERVICE AND THE BID NUMBER FOR WHICH THE BID IS SUBMITTED**
- 5. THE BID MUST BE DEPOSITED IN THE RELEVANT TENDER BOX AS INDICATED ON THE NOTICE OF THE BID ON OR BEFORE THE CLOSING DATE AND TIME OF THE BID**
- 6. BIDS MUST COMPLY WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE BID**
- 7. ALL PRESCRIBED SUPPORTING DOCUMENTS AS SPECIFIED IN THE BID DOCUMENT MUST BE ATTACHED**
- 8. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**





# MUSINA LOCAL MUNICIPALITY

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## INFORMATION BROCHURE

FOR THE USE BY

PROSPECTIVE BIDDERS

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## Completion of Bid Documents

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# **MUSINA LOCAL MUNICIPALITY**

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**PLEASE NOTE:**

**THIS BID DOCUMENT MUST BE SUBMITTED AS A WHOLE AND ALL FORMS THOROUGHLY COMPLETED, DO NOT REMOVE ANY PAGES.**

**ALL DOCUMENTATION AS ON THE CHECKLIST MUST BE ATTACHED TO THE BACK OF THE DOCUMENT**

## 1, GENERAL

Bids/proposals invited by the Musina Local Municipality are subjected to the Councils “**General Conditions of Contract with Regards to Tenders Procurement Policy of Council** and any other document supplied with the Bid Document. It is of vital importance that bidders study this information document thoroughly in order to be fully acquainted with the terms and conditions contained therein.

This information document will be supplied with every bid/proposal document issued by the Council.

The advertisement in the newspapers will contain information regarding the Bid Number, Closing Date and Time, short Description of requirements, from where bid documents can be obtained and the address to which the bid documents must be submitted. It is the responsibility of a bidder to ensure that a bid is submitted on time at the correct address.

BIDS/PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME BE LATE AND CANNOT BE ADMITTED FOR CONSIDERATION.

The purpose of the advertising of a bid firstly to expose the requirement as widely as possible and secondly to offer an equal opportunity to as many firms as possible to submit bids/proposal, thereby promoting fair competition.

A bid is a **written offer** on the official bid documents from the bidder to the Council and if accepted by the Council, a letter of acceptance is issued and a **binding contract** comes into effect.

## 2. BID DOCUMENTS

2.1 Specific standard forms are used to compile a bid document. These forms vary depending on the requirements.

A bid document will consist of all or any of the following;

- 1 Invitation to bid.
- 2 Information Brochure.
- 3 General Conditions of Contract.
- 4 Preference Point Explanation.
- 5 Forms to be **completed** by Bidder.

- A Form of Bid.
- B Signatory Authorisation.
- C Declaration of Interest.
  - D Certificate of Preference Claimed by Bidder for Local content and SABS mark.
  - E Contract between Council and Bidder in terms of the Occupational Health and Safety Act (Act 85 of 1993)

Each of the above documents will be discussed separately.

- 2.1.1 **The Form of Bid** must be completed by the Bidder in black ink and must be duly signed by him as well as two witnesses. Failure to complete this document will result in the whole bid document being rejected.
- 2.1.2 **The Signatory Authorisation** must be completed by the Bidder. Failure to do so will render the bid document void.
- 2.1.3 **General Conditions of Contract in Regard to Bids.** The Bidder must take note of this document and must adhere to the conditions stipulated therein. This document forms part of the bid document and the specifications.
- 2.1.4 **Certificate of Preference. (Local content and SABS marking).** If this document is not completed, no preference will be considered on any local contents or SABS marking. It is in the best interest of the Bidder to complete this document. Care should be taken as to the percentages claimed as Council reserves the right to demand proof thereof.
- 2.1.5 **Preference Point Certificate.** In order to create an enabling environment for historically disadvantaged individuals (HDI's) to participate in public sector procurement activities, a preference mechanism had been introduced. The aim is to provide for a preference points system based on equity ownership by historically disadvantaged persons in an enterprise and will be applicable on all requirements.

Points will be adjudicated on the following basis:

	Value <R50 000 000	Value >R50 000 000
Price	80	90
Equity ownership by HDI's	<u>20</u>	<u>10</u>
<b>TOTAL</b>	<b>100</b>	<b>100</b>

On this form the Bidder must indicate the names and percentage equity ownership of historically disadvantaged persons within the enterprise. The preference points system will be applied only after all those bids which comply with the specified requirements were brought to a comparative

level and the bid may then be awarded to the Bidder that scores the highest points provided that the bid adhere to all the specifications.

The definitions contained in this form must be studied carefully. It should also be noted that the form contains a declaration and incorrect or misleading information could have serious consequences for the Bidder.

2.1.6 **Declaration of Interest.** In order to ensure that all Bidders receive fair and equal treatment, it is necessary to complete this form. All bids received must be evaluated and adjudicated objectively without favoritism and without acting to the detriment of any person.

2.1.7 **Specification.** All offers made are evaluated for compliance against the information furnished on the specification. Should a bid document make reference to a National or International specification listed hereunder, then bidders must ensure that the relevant specification is adhered to and that they comply with the specific specification. If the requirement is subject to a certain specification, such specification must be obtained directly from:

SABS  
Private Bag X 191  
**PRETORIA**  
0001

List of Specifications:

ARP	Recommended Practice
BS	British Standard
CISPR	International Special Committee on Radio Interference
CKS	Coordination Specification
DIN	Deutsche International Norm
ECE	Economic Commission for Europe
EEC	European Economic Community
EN	European Standard
ENV	European Pre-Standard
IEC	International Electro-technical Commission
ISO	International Organisation for Standardisation
MPT	Mobile Service of the Radio Communications in Britain
NRS	Rationalised User Specification
SABS	South African Bureau of Standards
SABS SM	SABS Standard Method
VC	Compulsory Specification (technical regulation)

The specification will contain all the information and requirements to which the product must comply. The specification must be studied carefully and against each requirement it must be indicated whether it complies with the

specified requirements, by inserting **Yes** or **Comply** where applicable. Any deviation from the specification must be clearly indicated. **Incorrect and misleading information furnished by a Bidder will invalidate the tender.**

In the event a Bidder wrongly indicated that the product/service is to specification, it will be expected of that tenderer/contractor to, in terms of the contract, supply a product that does conform to the specification at his bidding price.

- 2.1.8 **Special conditions.** Special conditions will inter alia be applicable on requirements other than normal requirements. Special conditions provided for in the bid document must be studied with care as any deviation there from may result in the disqualification of a bid. Should any of the special conditions be in conflict with the conditions contained in the rest of the document, the special conditions will take precedence.

### **3. IMPORTANT NOTES**

- 3.1 It is the responsibility of the bidders to ensure that their bids are submitted before the closing time to the correct address. Tenders received after the closing date and time are late and will **NOT** be considered.

Please note that the **Tender Box** of the Council is open from 07:30 to 16:00, Mondays to Fridays, excluding public holidays.

The **Tender Box** is situated at the Reception Office - Room 53 (cnr of Irwin and Scholtz)

- 3.2 The bid document as well as the relevant forms must be signed in black ink. **Failure to sign ALL relevant documents will invalidate the bid. All pages of the bid document must also be initialled.**
- 3.3 A definite price must be indicated in the bid document and statements such as "price to be negotiated" or "to be advised" are not acceptable and will be disregarded.
- 3.4 Tenders submitted by facsimile, telex, telegram or e-mail **WILL NOT BE CONSIDERED.**
- 3.5 It should be noted that bids are valid for a certain period (normally 90 days), during which period the Municipality will evaluate and consider the bids received. During this period bidders should not make enquiries with regard to the adjudication of a bid as such enquiries are time consuming and information cannot and will not be given.
- 3.6 The complete Bid Documents obtained must be submitted in the same order and no part thereof must be removed or omitted.

- 3.7 Conditional discounts will not be taken into consideration in the calculation of comparative prices.
- 3.8 All bid documents must include the following documents:

<b>Tax Compliance Status Pin Issued</b>
<b>Certified ID copies of all members / owners / shareholders / Trustees</b>
<b>Copy of municipal rates and taxes statement of account not older than three months for all directors and for company</b>
<b>Certified copy of newest annual Financial Statements of company</b>
<b>Central supplier database registration report</b>
<b>All other documents as indicated in the General Conditions Document</b>

- 3.9 The Bidder's documentation (covering letters, certificates etc.) must be attached at the back of the official bid document. (i.e. After the Councils price schedule)

This document is compiled to the specifications of the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, Act 5 of 2000

# MUSINAL LOCAL MUNICIPALITY

## CONTRACT FOR THE SUPPLY AND DELIVERY OF GOODS AND/OR THE EXECUTION OF WORKS.

### GENERAL CONDITIONS OF CONTRACT WITH REGARD TO BIDS

#### 1. DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context –

- A **“Approved”** or **“Approval”** shall mean approved or approval by the Council or its representative defined in the specifications.
- B **“Council’s representative”** shall mean the head of a directorate or any other official of the Council mentioned in additional bid conditions or specifications as the case may be.
- C **“Council”** shall mean the Musina Local Municipality
- D
  - i. **“Contractor”** shall mean the Bidder whose bid has been accepted by the Council and shall include the Bidder’s legal personal representative, heirs, successors and assignees.
  - ii. **“Sub contractor”** shall mean the supplier who, on a regular basis supply the contractor with material and small parts in regard to his contract with the Council.
- E **“Contract”** shall mean and include the Council’s General Conditions of Contract in regard to Bids, form of bid, special conditions of the contract, the specifications including any schedules, drawings, patterns, samples approved by the Council’s representative relative to the contract, and any agreement entered into in terms of the Council’s General Conditions of Contract in regard to Bid’s, herein-after referred to as “The General Conditions”.



- F     **“Contract Price(s)”** shall mean the price(s), including Value-Added Tax. Bid by the contractor and accepted by the Council for the execution of the contract.
- G     **“Date of delivery”** shall mean the date stipulated in the contract for the delivery of the goods and the completion of the works.
- H     **“Date of bid”** shall mean the date and time on which bids are due to be deposited in terms of the advertisement calling for tenders.
- I     **“Delivery”** shall mean delivery in compliance with the terms and conditions of the contract at the point of delivery specified in the contract.
- J     **“Goods”** shall mean the machinery, plant, equipment, apparatus or materials to be supplied under the contract.
- K     **“Month”** shall mean the calendar month.
- L     **“Site”** shall mean the building or ground or any other place in which or on which or over which goods are to be stored, installed or used.
- M     **“Specification”** shall mean the specification annexed to these General Conditions.
- N     **“Writing”** shall mean and include any manuscript, typewritten or a printed statement, under or over signature or seal as the case may be.
- O     **“Work”** or **“Works”** shall mean and include goods to be provided and work to be done by the contractor in terms of the contract.

**2. BIDDER TO SATISFY HIMSELF AS TO CONDITIONS AND DETAILS OF BID**

The bidder, by bidding, shall be deemed to have satisfied himself as to all conditions and details affecting the bid.

### **3. COMPLETE ACCEPTANCE OF CONDITIONS**

- 3.1 The bidder shall be deemed to know and understand the General Conditions of contract in regard to bids and the submission of a bid shall presume complete acceptance thereof. The non-acceptance or variation of any of these conditions or the inclusion of any other condition will render the bid liable to rejection.
- 3.2 If the Council imposes special conditions in respect of a contract, such special conditions must be contained in the specifications of the contract and be supplementary to the General Conditions mentioned here-in; provided that the special conditions shall apply when it is contradictory to the General Conditions.
- 3.3 Subject to the provisions of the foregoing sub-clauses, the Bidder may qualify any of the said conditions; but no qualification of a condition shall, if his bid is accepted, form part of his contract with the Council unless at the time of bidding it is indicated in writing specifically in relation to each and every condition and the exact extend to which it is qualified.

### **4. ASSIGNMENT**

- 4.1 This contract is personal to the contractor and the contractor shall not subject, assign or make over the contract or any part thereof, or any share or interest therein, to any other person without the written consent of the Council and on such condition as it may approve.
- 4.2 This clause shall not apply to sub-contracts given to regular suppliers of the contractor for materials and minor components relating to the goods to be supplied. The Council reserves the right to demand from the contractor to submit the names of any such sub-contractors for its approval.

## **5. SHORTCOMINGS**

If discrepancies, contradiction or default of agreement seems to be present in the description, the measurements, the qualities or the quantities mentioned in the contract, the contractor must, before proceeding with the execution of the contract or part thereof in which the aforementioned shortcomings seem to appear, refer the matter to the Council's representative for decision.

## **6. QUALITY AND GUARANTEE**

- 6.1 All goods supplied shall be equal in all respect to samples, patterns, or specifications where such are provided.
- 6.2 If the Council should after acceptance of the bid and/or during the manufacture of the specified goods, decide on recommendation from the Bidder or otherwise to modify or change the specification in the Council's favour, such modification or change shall be implemented by the contractor to the Council's satisfaction.
- 6.3 Tests and analysis may be made as deemed necessary, and the costs thereof shall be borne by the Council provided it is proved that the goods are of the stipulated quality, failing which the cost shall be defrayed by the contractor; the Council to have the right to deduct such cost from the payments due to the contractor or otherwise to recover the same from him.
- 6.4 The contractor shall not be relieved of his obligations in respect of the sufficiency of the materials and workmanship and the quality of the goods by reason of no objection having been raised thereto by the Council's representative at the time the goods were delivered.
- 6.5 If at any time but not exceeding six months after delivery, or within the period laid down in any supplementary or special conditions of contract, the Council proves that the goods or any part or parts thereof is/are faulty or of inferior quality or workmanship or of poor design, or on account of the goods not being in strict accordance with the contract, the contractor shall immediately remedy the said defect free of cost to the Council.

Should the contractor delay remedial work in excess of the time stipulated by the Council's representative, the Council may have such remedial work executed at the contractor's expense. Should the Council decide that the defect is such that it cannot be remedied, the goods may be rejected and held at the risk and

expense of the contractor and shall, on request of the Council, immediately remove the goods after notification that it is rejected. The contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this clause.

- 6.6 The risk in respect of all goods purchases by the Council under the contract shall remain with the contractor until such goods have been delivered to and received by the Council.
- 6.7 The principal feature of the goods and works are described in the specification but the specification does not purport to indicate every detail of construction or arrangement of goods and work necessary to meet the requirements. Omission from the specification of references to any part or parts shall not relieve the contractor of his responsibility for carrying out the work as intended by the contract.
- 6.8 If any dispute shall arise between the Council and the contractor in connection with the quality and guarantee of the goods, either of the parties may notify the other in writing, of the existence of such dispute, which shall thereupon be referred for the arbitration in South Africa of a person to be mutually agreed upon. Such submission for arbitration takes place in terms of the arbitration laws in force in the Republic.

## **7. ALTERNATIVES**

The Bidder may submit alternatives which, in his opinion, are to the Council's advantage economically and technically.

## **8. VARIATIONS**

In the event of bids being offered for goods differing or varying from requirements of the specification, all such differences or variations shall be clearly indicated and described in the bid.

## **9. DEFAULT**

Should it appear to the Council that the contractor is not executing the contract in accordance with the true intend and meaning thereof, or that he is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then and in any of such events the Council may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case the Council shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the contractor may have neglected to do, or to take the contract wholly or in part out of the contractor's hands and order from any other person. The contractor shall be responsible for any loss the council may sustain by reason of such action as the Council may take in terms of this clause.

## **10. PATENTS**

10.1 The Council accepts that the contractor that there will be no violation to patent or other commercial rights or privileges from this contract or due to the use of any article being part of the contract.

10.2 If and when notice is given to the contractor by the Council, the contractor shall

10.2.1 defend any claim or lawsuit instituted against the Council in regard to alleged violation or the non-payment of patentee shares at his costs;

10.2.2 Pay or repay the Council any or all moneys payable or paid by the Council for patentee shares or otherwise, as well as any expense, legal costs, loss or damage concluded or sustained by the Council for such claims or lawsuit.

## **11. PACKING**

All goods shall, at the cost of the contractor, be crated or packed according to commercial custom. Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the Council.

## **12. PAYMENT**

Except otherwise determined in the additional or special contract specifications, payment shall take place as follows:

The Council shall pay for material supplied by the contractor within thirty days following the month the delivery took place on condition that a statement is delivered by the contractor to the Council within such time that it is readily possible to make such payment timeously.

## **13. PARTICULARS TO BE SUPPLIED**

- 13.1 Proof must be submitted before appointment whether or not the goods offered comply with the specification.
- 13.2 Required particulars not furnished, may result in non-compliance to the specification.
- 13.3 Bidders must state the country of origin and the name of the manufacturer of the goods, or any part thereof, offered. Documentary proof must be produced by the Bidder if required by the Council.

## **14. FIRM BIDS**

Bidders may submit firm bids which shall be free from all price fluctuations.

## **15. QUALIFIED/UNQUALIFIED TENDERS (PREFERENCE)**

The Council may, whilst considering the bids:

- 15.1 render preference to bids of which qualifications and conditions are most favourable;
- 15.2 render preference to firm bids;
- 15.3 (where bids are subject to price fluctuations) render preference to bids where:
  - 15.3.1 the price factor controlling the selling price is such that any fluctuations in the price can be easily proved;
  - 15.3.2 labour costs are excluded as a factor controlling price fluctuations.

## **16. PREFERENTIAL SCALES**

- 16.1 Where goods, produced, manufactured or assembled on South Africa competes with goods imported, such goods will be preferred

when bids are compared on a basis as determined by the Administrator from time to time.

A separate certificate on local contents and SABS markings are attached hereto. Bidders must note that the Council is bound to take local preference in consideration.

## 16.2 Certification of local content preference claimed

Any Bidder who claims preference for goods wholly or partially produced, manufactured or assembled in South Africa, shall certify the percentage of preference he is entitled to and ensure that the costs are fully and accurately determined to his best knowledge, belief and experience and in accordance with the genuine local content. The Council may at any time if he so wishes, demand that a sworn statement and documentary proof to this effect be submitted. In the event of a contract allocated to a Bidder as a result of preference claimed and it is later proved that the preference claimed were too big, the Council may besides any legal means it possesses:

16.2.1 recover all costs, losses or damages suffered by the Council, for such acceptance of the bid, from the Bidder;

16.2.2 impose a fine not exceeding 5% of the contract price;

16.2.3 recover all costs, losses and damage mentioned in paragraph (a) from the Bidder and impose a fine mentioned in paragraph (b)

## 16.3 Where preference is claimed in terms of Historically Disadvantaged Individual (HDI), such claims will be considered by the Council on a basis as determined by Preferential Procurement Policy Framework Act (Act 5 of 2000)

Separate certificates on preference claimed for HDI and Declaration by Bidder are attached hereto. Preference claims hereunder shall only be considered if these two documents are completed and signed.

## 16.4 In the event of a contract allocated to a Bidder as a result of preference claimed under 3 above and it is later proved that the preference claimed were not correct the Council may, besides any legal means it possesses;

16.4.1 recover all costs, losses or damages incurred or sustained by the Council as a result of the contract; and/or

- 16.4.2 cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellation; and/or
- 16.4.3 impose a penalty not exceeding 5% of the contract price.

## **17. CONTRACT PRICE SETTLEMENT**

If the Bidder wishes to place the risk of a rise or fall of certain cost items on the Council, it should be specifically mentioned on which items or factors this risk is applied to and at what tariff is calculated.

Failing to mention any factors or items reserved according to this clause (except clause 27) it will be accepted that the bidding price is a fixed delivery price.

In all cases of price fluctuations, documentary proof to the Council's satisfaction should be submitted for all items and prove of prices the Bidder paid for such items shall be forwarded irrespective whether an increase is claimed or otherwise.

If the Bidder fails to deliver the goods or to execute the contract within the specified time or the extended period according to clause 22 (c), he is not entitled to claim any additional costs for labour and/or material, but the Council reserves the right to deduct any benefit due to him in the event of a decrease in prices of items subject to price fluctuations.

## **18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE**

In the event of the provisional or final sequestration of the contractor's estate, being ordered or if application for such an order is being made, or in the event of the contractor making application for the surrender of his estate, or if he shall enter into, make or execute any deed of assignment or other composition benefit of his creditors, or purport to do so, or if the Court shall make an order for the liquidation of the contractor being a company, and without recourse to law, to terminate the contract without payment of any compensation to the contractor for any damages sustained by it in consequence of one or other of the aforementioned events.

## **19. PERIOD FOR WHICH BID HOLDS GOOD**

The submission to the Council of a bid, constitute an agreement between the Bidder and the Council whereby such bid shall remain open for acceptance by the Council for the period mentioned in the bid, during which period the Bidder agrees not to withdraw the same or impair or derogate from its effect. If no period is mentioned, the bid shall remain open for acceptance for a period of 90 days.



## **20. FORMAL CONTRACT AND SURETY SHIP**

The contractor shall, when required by the Council, conclude a formal contract and surety ship compiled by the Council within seven days from the date that the document are ready and if necessary also be signed by his surety. All costs, stamp duty and other advances shall be born by the contractor.

The security requires by the Council in terms of this clause shall not exceed ten percent (10%) of the total contract value.

## **21. GENERAL**

- 21.1 The quantities of all goods offered or delivered are to be nett weights and metric measures according to South African Standards.
- 21.2 All prices shall be quoted in South African currency. Any discount or brokerage allowed to the Council must be stated in the form of bid.
- 21.3 The lowest or any bid will not necessarily be accepted and the Council reserves the right to accept part of any bid only
- 21.4 Should there be any difference or discrepancy between the prices or particulars contained in the official form of bid and those contained in the covering letter of the bid the prices or particulars contained in the official form of bid shall in all circumstances prevail.
- 21.5 The bid must be submitted on the form of bid and forwarded in a sealed envelope addressed and endorsed as indicated on the said form of bid and in the advertisement calling for bids.
- 21.6 Bids must be placed in the Tender Box that is provided for the reception of bids, or posted to reach the City Secretary not later than the advertised closing date and time.

## **22. DELIVERY**

- 22.1 Bidders shall state in their bids and in the form of tender the minimum time required to fulfil the contract. Delivery shall be made in accordance with the requirements set out in the special conditions of the contract or the specification.

22.2 The delivery of goods and the execution of works arising from this bid shall be done by the Bidder only upon receipt by the Bidder of an official order issued by the Council. Delivery shall be made free of all charges to the Council.

### **23. MARKING OF GOODS**

All goods shall be clearly marked in accordance with business practice or in the manner stipulated in the specifications.

### **24. LAW TO APPLY**

The contract shall in all respects be constructed in accordance with the law of the Republic of South Africa, and any differences that may arise between the Council and the contractor, in regard to the contract shall be settled in the Republic of South Africa at Musina.

### **25. IMPORT CONTROL**

Goods imported are subject to conditions imposed by the Director of Import and Export at date of bid and the Council shall not necessarily undertake to support any applications for import permits.

### **26. CANCELLATION OF BID AND/OR CONTRACT**

When it is found that a Bidder or Contractor:

- 26.1
- a promised to pay or paid any compensation, fee, bonus, discount or other remuneration to anybody handling a bid or contract for the acquisition of a contract;
  - b executes a contract unsatisfactorily;
  - c is guilty of disfiguration to provisions of the General Conditions or any other special Contract Conditions or any other special Contract Conditions that applies;
  - d act in a deceptive way or "mala fide" towards the Council or Municipal Department.

The Council may, taking into account all the circumstances and without prejudice to any of the legal remedies it possesses towards

- i any loss and/or damage sustained,

- ii any additional cost or expense in the event of new bids being called for, or a less favourable bid be accepted.

Immediately disqualify the Bidder or cancel the contract.

- e fail to provide an acceptable guarantee on the pre-determined date.
- f fail to commence or deliver on the agreed commencement or delivery date.

26.2 The Local Municipality reserves the right to call for new bids for goods/work referred to in this bid documents if the price of any goods/work increases for any reason whatsoever after the Council has accepted the bid.

## **27. AMENDMENTS TO RAIL TARIFFS**

Any amendment to rail tariffs between the bidding date and delivery date will be for the account of the Council on condition that the goods are delivered on delivery dates.



## MUSINA LOCAL MUNICIPALITY

### PREFERENCE POINT EXPLANATION

NB: BEFORE COMPLETING THIS CERTIFICATE, BIDDERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND GENERAL DEFINITIONS AS WELL AS THE DEFINITIONS AND DIRECTIVES APPLICABLE TO EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS IN AN ENTERPRISE.

#### 1. GENERAL CONDITIONS:

- 1.1 The preference point system is applicable to all local manufacturers/suppliers/service providers.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign the certificate will be interpreted to mean that point preference is not claimed.
- 1.3 The Musina Local Municipality reserves the right to require of a Bidder, either before a bid adjudicated or at any time subsequently, that he/she should substantiate any claim in regard to preference, in any manner required by the Council.

#### 2. GENERAL DEFINITIONS:

The defined words and expressions printed in **bold** letter, shall have the meanings hereby assigned to them unless such meanings are inconsistent with the context of a particular tender or contract:

- 2.1 **Control:** The possession and exercise of legal authority and power to manage the assets. Goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.2 **Commercially useful Function:** The performance of real actual work, or the provision of services, in the execution of any contractual obligation which the business has the skill and expertise to undertake and the responsibility of management and supervision.
- 2.3 **Equity ownership:** The percentage ownership and control, exercised by individuals within an enterprise determined in accordance with par 3.
- 2.4 **Owned:** Having all the customary elements of ownership, including the right of decision making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated

by an examination of the substance, rather than the form of ownership arrangements.

2.5 **Historically disadvantaged individuals (HDI):** All South African Citizens:

- (1) who, due to the apartheid policy that has been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) ("the Interim Constitution") and/or
- (2) who is a female; and/or
- (3) who has a disability

Persons who obtained South African citizenship after the first democratic elections in April 1994, cannot qualify for preference as a HDI

**3. ESTABLISHMENT OF HIS EQUITY OWNERSHIP IN AN ENTERPRISE**

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership **may not be claimed.**

**4. ADJUDICATION USING A POINT SYSTEM**

- 4.1 Responsive bids will be adjudicated by the Council using a system which awards points on the basis of :
  - < The Bidding Price
  - < Equity Ownership
- 4.2 The Bidder with the highest number of points will not necessarily be awarded the contract.
- 4.3 The preference point system should be calculated on the comparative price only.
- 4.4 Points scored will be rounded off to 2 decimal places.
- 4.5 In the event of equal points scored, the bid will be awarded to the Bidder scoring the highest number of points for equity owned by historically disadvantaged individuals.

## 5. POINTS AWARDED FOR PRICE

The following point system is prescribed in the Regulation of the Act.  
(All references to **regulations** and/or **sub-regulations**, referred to the Regulations in terms of Section 5 of Act 5 of 2000.)

### 5.1 The 80/20 preference point system

The following formula must be used to calculate the points for price in respect of bids / procurement with a Rand value equal to, or below R50 000 000(inclusive of all applicable taxes)

$$Ps = 80 \left( 1 - \frac{(Pt - P \text{ min})}{P \text{ min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable bid

- A maximum of 20 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.
- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- Only the bid with the highest number of points scored may be selected.

### 5.2 The 90/10 preference point system

The following formula must be used to calculate the points for price in respect of bids/procurement with a Rand value above R50 000 000(inclusive of all applicable taxes)

$$Ps = 90 \left( 1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowest acceptable bid

- A maximum of 10 points may be awarded to a bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.
- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

### 5.3 The 80/20 preference point system for disposal or leasing of state assets and income generating procurement

The following formula must be used to calculate the points for price in respect of bids with a Rand value equal to, or above R50 000 000 and which relate to income generating contracts.

$$Ps = 80 \left( 1 + \frac{(Pt - Pmax)}{Pmax} \right)$$

Where

Ps = Points scored for prices of tender under consideration

Pt = Rand value of bid under consideration

Pmax = Rand value of highest acceptable bid

- A maximum of 20 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.
- The points scored by a Bidder in respect of the goals contemplate in sub-regulation (2) must be added to the points scored for price.
- Only the bid with the highest number of points scored may be selected.

### 5.4 The 90/10 preference point system for disposal or leasing of state assets and income generating procurement

The following formula must be used to calculate the points for price in respect of bids with a Rand value above R50 000 000 and which relate to the income generating contracts

$$Ps = 90 \left( 1 + \frac{(Pt - Pmax)}{Pmax} \right)$$

Where

Ps = Points scored for price and tender under Consideration

Pt = Rand value of bid under consideration

Pmax = Rand value of highest acceptable bid

- A maximum of 10 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.
- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

## 6. POINTS AWARDED FOR EQUITY OWNERSHIP BY HDI'S

- (1) Preference points stipulated in respect of a bid must include preference points for equity ownership by HDI's
- (2) The equity ownership contemplated in sub-regulation (1) must be equated to the percentage of an enterprise of business owned by individuals or in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the bid.
- (3) In the event that the percentage of ownership contemplated in sub-regulation (2) changes after the closing date of the bid, the Bidder must notify the relevant organ of state and such Bidder will not be eligible for any preference points.
- (4) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise of business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (5) Subject to sub-regulations (1), (2), (3) and (4), all claims made for equity ownership by an HDI must be considered according to the following criteria:
  - (a) Equity within private companies must be based on the percentage of equity ownership.
  - (b) Preference points may not be awarded to public companies and tertiary institutions;
  - (c) The following formula must be applied to calculate the number of points for equity ownership by an HDI;

$$NEP = \frac{EP}{NOP} \times 100$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI



EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations (1), (2), (3), and (4)

- (6) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (7) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation (6) must be submitted to the relevant organ of state
- (8) A Consortium of Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- (9) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (10) The points contemplated in sub-regulation (9) must be added to the points scored for price, in order to establish the total number of points scored.
- (11) Subject to regulations 9 and 10, the contract must be awarded to the bid which scores the highest points.
- (12) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

## 7. TOTAL BIDDING ADJUDICATION POINTS

- 7.1 The total number of bidding adjudication points awarded (N), is the sum of:  
$$N_p + N_{ep}$$
 (Not to exceed 100)

## 8. BID DECLARATION

- 8.1 Bidders who wish to claim points in respect of Equity Ownership **must complete** the Declaration of Interest form.



MUSINA LOCAL MUNICIPALITY  
Form A

(To be completed by Bidder)

**FORM OF BID**

TO: Municipal Manager  
Musina Local Municipality  
Musina

Sir,

BID NO: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

I/We the undersigned, hereby did and should this bid be accepted in whole or in part, undertake to supply and deliver in good order and condition the material and/or equipment and/or to perform the works to be done to my/our ability and in conformity with the conditions, stipulations and quantities set out in the bid specifications and schedules attached hereto, in accordance with the order(s) which the Council may place in consideration of the price or rates set out in the said price schedule.

I/We hereby declare that I/We have read the said documentation and that I/We am/are fully acquainted with the contents thereof, and have signed all documents.

Witnesses

1. \_\_\_\_\_  
SIGNATURE

2. \_\_\_\_\_  
FIRM

---

ADDRESS

Where the Bidder is a Company, Corporation or Firm, it must be stated by what authority the person signing does so i.e. by Articles of Association, Resolution, Power of Attorney or otherwise.



**MUSINA LOCAL MUNICIPALITY**

Form B

(To be completed by Bidder)

**SIGNATORY AUTHORISATION**

I/We the undersigned, am/are authorised to enter into this contract on behalf of:

\_\_\_\_\_

(Name of Firm)

by virtue of \_\_\_\_\_ dated \_\_\_\_\_

Certified copy of the above authorisation is attached to this bid.

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Full name of signatory

\_\_\_\_\_  
Firm

2. \_\_\_\_\_

\_\_\_\_\_  
Address

**PLEASE NOTE:** **Failure** to complete all blank spaces on this form or to attend to other details mentioned therein will render the bid liable to rejection.



MUSINA LOCAL MUNICIPALITY

Form C

(To be completed by Bidder)

**DECLARATION OF INTEREST**

1. Information:

- 1.1 Name of firm : .....
- 1.2 Postal address : .....
- 1.3 Physical address : .....
- 1.4 Telephone No. ....
- 1.5 Fax No. : .....
- 1.6 Contact Person : .....
- 1.7 Company/enterprise .....
- 1.8 Income tax reference No. ....
- 1.9 VAT Registration No. ....
- 1.10 Company registration No. ....
- 1.11 Municipal Services Account No (if any) .....

**\*{Attached original copy of Tax Clearance Certificate from SARS or other suitable arrangement document issued by the SARS at the back of the bid document, as prescribed by the Preferential Procurement Policy Framework Act (5 of 2000).}**

2. Type of firm

- Partnership
- One person business/sole trade
- Close Corporation
- (Pty) Limited
- Trust
- Other

(Tick one box)

3. Describe principal business activities

.....  
.....

4. Company classification

- Manufacturer
  - Supplier
  - Professional service provider
  - Contractor
  - Other service providers, e.g. transporter, etc.
- (Tick one box)

5. Total number of years the firm has been in business?

.....

6. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices, etc.)

6.1 .....  
6.2 .....  
6.3 .....

7. Do you share any facilities? Yes No (Tick on box)

If yes, which facilities are shared? .....  
With whom do you share facilities {name of firm(s)/individual(s)}

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

What is the other firm's principal business activities?

.....  
.....

Are you affiliated with a professional body/organisation?

- Yes  No (Tick on box)

If yes, please state these affiliations

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

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

8. List all partners, proprietors and shareholders etc. by name, Identity number, citizenship, HDI\* status and ownership, as relevant.  
 Refer to paragraph 3.1 and 3.2 of Preference Point Explanation document.

Name	Status of Company	Identity Number	Citizen-Ship	HDI Status (Yes/No)	Date of ownership	% Owned by HDI's	Gender	Disability

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

- Refer to paragraph 2.5 of Preference Point Explanation.

9. Equity ownership claimed

- HDI Equity Ownership .....% = ..... Points out of 20. (<R1 000 000)

10. How many permanent staff members are employed by the firm:  
 .....

10.1.1 List all individuals responsible for daily management and business decisions (Board, senior management team and responsibility) Attach separate list if necessary

Name	HDI (Y/N)	Gender	Responsibility	Length of service

11. List **All Contractors joint venture partners for this tender.**

11.1 CONTRACTS

Name of contractor and subcontractor	HDI (Y/N)	Gender	Percentage of work by each	Rand value
Total contract value			100%	R

Please submit copy of agreement(s) of subcontractors or joint ventures.

11.2 CORPORATE FINANCIAL STATUS

Audited financial statements from the most recent fiscal year, and the preceding two financial years.

11.3 COMPULSORY

Please submit copy of agreements I/We (1).....(2)..... (names) hereby certify that to the best of my/our knowledge the information, facts and representations are correct and that I/We are duly authorized to sign on behalf of the tenderer

12 I/We, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm certifies that the item(s) mentioned in part of the foregoing certificate qualifies/qualify for the preference(s) shown and acknowledge(s) that:

- 12.1 The information furnished is true and correct.
- 12.2 The Equity Ownership claimed is in accordance with the General Conditions.
- 12.3 Not more than 25% of the value of the contract at the time of award, exclusive of VAT and all allowances for contingencies and escalation, will be subcontracted to other parties.
- 12.4 In the event of a contract being awarded as a result of preferences claimed as shown in paragraph 9, the contractor may be required to furnish documentary proof to the satisfaction of the Musina Local Council that the claims are correct.

12.5 If the claims are found to be incorrect, the Council may, in addition to any other remedy it may have and be virtue of the authority conferred by Act 5 of 2000 –

- Recover all costs, losses or damages incurred or sustained by the Council as a result of the contract; and/or
- Cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellation; and/or
- Impose a penalty not exceeding 25% of the contract price.

A credible black economic empowerment deal should contain the four main aspects but not limited to:

- Ownership : Equity participation  
: Asset ownership  
: Acquire rights to and obligations
- Control : Ability to exercise legal rights associated with ownership  
: 51% shareholding or majority shareholding Control of the Board
- Management : HDI's day-to-day running of the business
- Transfer of skills : Capacity transfer  
: Skill transfer  
: Employee training

<p>.....</p> <p>SIGNATURE(S) BIDDER(S)</p> <p>Print Name(s):.....</p> <p>.....</p>
--

DATE:..... ADDRESS:.....

WITNESSES:

A ..... ..

B .....



**MBD 4**

**DECLARATION OF INTEREST**

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

**3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:  
.....

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

3.4 Company Registration Number:  
.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:  
.....

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

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

3.8.1 If yes, furnish particulars.  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –  
(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

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

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
.....

**Signature**

**Date**

.....  
.....

**Capacity**

**Name of Bidder**

## MBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** 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 tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender 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
- (e) **“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

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

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

**80/20 or 90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)} \end{array}$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Points for HDI status (At least 51% Black owned)	10	
Points for 51% Women's Equity	4	
Points for black person with Disability	3	
Points for 51% owned Youth firm	3	
Form not completed or submitted	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

4.6. 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 tender, 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 4.2, 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 tendering 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 tenderer 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.

<p>.....  <b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b>          .....          .....          .....</p>



## **MBD8**

### **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.**

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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 consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



MUSINA LOCAL MUNICIPALITY

Form D

(To be completed by Bidder)

**CERTIFICATE OF PREFERENCE CLAIMED BY BIDDER FOR LOCAL CONTENT AND  
SABS MARK**

1. The attention of Bidders is directed to the preferences summarized in Section 35 of the Local Government Ordinance of 1939. The preferences are quoted hereunder to facilitate reference.
2. Bidders, offering goods in respect of which these preferences may be claimed, and who in fact do claim these preferences, are required to quote the number of the contract item or to describe the article under the heading "No of Contract Item/Description" opposite the relevant preference classification and to complete paragraph 5 of the certificate.
3. Bidders claiming preference are further required to state, in the column provided hereunder the country of origin of goods wholly imported or the local content of goods manufactured of both South African and imported components.

Preference Classification	No. of contract Item/Description of Article	Country of origin
a) 1% - where the local content in relation to the bid price is not more than 5%		
b) 2% - where the local content in relation to the bid price is more than 5% but not more than 10%		
c) 3% - where the local content in relation to the bid price is more than 10% but not more than 20%		
d) 4% - where the local content in relation to the bid price is more than 20% but not more than 30%		
e) 5% - where the local content in relation to the bid price is more than 30% but not more than 40%		

f) 6% - where the local content in relation to the bid price is more than 40% but not more than 50%		
g) 7% - where the local content in relation to the bid price is more than 50% but not more than 60%		
h) 8% - where the local content in relation to the bid price is more than 60% but not more than 70%		
i) 9% - where the local content in relation to the bid price is more than 70% but not more than 80%		
j) 10% - where the local content in relation to the bid price is more than 80%		
k) 2,5% - on goods manufactured in South Africa and bearing the stamp of the SABS where such goods are offered in competition with other goods manufactured in South Africa, but without the stamp of the SABS and such preference shall be calculated on the bidding price and shall be in addition to any preference allowed under a) to j) above.		
l) 1% - where imported goods are offered in competition with other imported goods, from stock held in South Africa		

#### 4. INTERPRETATION OF TERMS

For the purpose of paragraph 3 –

**“local content”** shall mean that portion of the bidding price which is not included in the definition “imported content” shall mean the delivered cost at the factory in the Republic of South Africa, of that portion of the bidding price which is imported or to be imported irrespective whether imported or to be imported by the Bidder, or his suppliers or sub-contractors.

**“delivered cost at the factory”** shall mean the overseas costs plus direct import cost such as freight, landing costs, dock dues and import duty at the South African port of entrance as well as transport and handling cost to the factory in the Republic of South Africa where the goods offered are manufactured or assembled.

- I/We certify that I/We fully and accurately examined the cost and that to the best of my/our knowledge, belief and experience the preference rate claimed by me/us is correct and in accordance with the true local content.



Name of Bidder (in full) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature of person/s authorised to sign this certificate on behalf of the Bidder:

.....

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_



## **MUSINA LOCAL MUNICIPALITY**

Form E

(To be completed by Bidder)

### **CONTRACT BETWEEN THE EMPLOYER AND BIDDER IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT**

**The Employer and the Bidder hereby agree, in terms of the provisions of Section 37(2) and Section 10 of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as the Act, that the following arrangement and procedures shall apply between them to ensure compliance by the Tenderer with the provisions of the Act, namely:**

1. The Bidder undertake to acquaint the appropriate officials and employees, including temporary employees, of the Bidder with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
2. The Bidder undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulation will be fully complied with.
3. The Bidder hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve the Musina Local Municipality from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
4. The Bidder agrees that all duly authorised officials of the Musina Local Municipality shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Bidder has complied with his undertakings as set out more fully in paragraphs 1 and 2 above, which steps may include, but will not be limited to, the right to inspect and appropriate site or premises occupied by the Bidder, or to inspect any appropriate records held by the Bidder.
5. The Bidder shall be obliged to report forthwith to the Musina Local Municipality any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and

Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Contract Number:.....

Description:

.....  
.....

SIGNED ON BEHALF OF THE MUSINA LOCAL MUNICIPALITY:

DATE: .....

SIGNATURE: .....

DESIGNATION: .....

ADDRESS: PRIVATE BAG X611  
MUSINA

SIGNED ON BEHALF OF THE BIDDER:

DATE: .....

SIGNATURE: .....

DESIGNATION: .....

ADDRESS: .....

.....

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