

TENDER DOCUMENT

TENDER NO: SBM 15/22/23

**DESCRIPTION: OPERATION OF VREDENBURG MATERIAL RECOVERY FACILITY
AND COLLECTION OF RECYCLING MATERIAL FOR SALDANHA BAY
MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2025.**

CLOSING DATE: 03 FEBRUARY 2023

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (*STREET ADDRESS*)

Finance Department
Buller / Investment Centre
15 Main Road
Ground Floor
VREDENBURG

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

TENDERER	
NAME OF TENDERER

Initial _____

ADDRESS
TEL NO*
EMAIL FOR CORRESPONDENCE*
CSD DATABASE REG NO*

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Viandro van Wyk

Tel: 022 701 7168

Fax: 022 719 1024

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

Contact Person: Abubaker Nackerdien

Tel: 022 701 7186

Email: abubaker.nackerdien@sbm.gov.za

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CHECKLIST

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

PLEASE TICK BOX ☒ THE LEFT

- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms.
- ☐ Certified copy of bidders municipal account.
- ☐ Registration with professional body (If applicable).
- ☐ Samples Provided (If applicable).
- ☐ All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory.
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- ☐ Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- ☐ Audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
- ☐ Tax-compliant status on CSD.

DECLARATION

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

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAL

TENDER: SBM 15/22/23

BESKRYWING: OPERASIE VAN VREDENBURG MATERIAAL HERWINNINGS FASILITEIT, KOLLEKSIE VAN DROË GEMENGDE HERWINNINGS VIR SALDANHABAAL MUNISIPALITEIT VIR 'N PERIODE WAT EINDIG 30 JUNIE 2025.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. Christo de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag, 05 Desember 2022**.

Indien tenders opgetel word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaal Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan Abubaker Nackerdien.
E-pos : abubaker.nackerdien@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Grond Vloer, Hoofstraat 15, Vredenburg, geplaas word voor **12:00 op Vrydag, 03 Februarie 2023** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bogenoemde tender nommer en beskrywing.

'n Verpligte inligtingsessie sal plaasvind in die Munisipale Raadsaal, geleë te Hoofstraat 12, Vredenburg op **Vrydag, 09 Desember 2022 stiptelik om 09H00. Geen gracie periode sal toegelaat word nie.**

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie. Die **80/20** voorkeur puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

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

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

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaal
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY

TENDER: SBM 15/22/23

DESCRIPTION: OPERATION OF VREDENBURG MATERIAL RECOVERY FACILITY AND COLLECTION OF RECYCLING MATERIAL FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2025.

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. Christo de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday, 05 December 2022**.

If tenders are collected, a non-refundable tender deposit of R172.50 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries can be directed to Abubaker Nackerdien.
Email: abubaker.nackerdien@sbm.gov.za

Tenders must be placed in the tender box of the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12:00 on Friday, 03 February 2023** in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

A compulsory information session will take place at the Municipal Council Chambers, situated in 12 Main Road, Vredenburg on **Friday, 09 December 2022** promptly at **09H00. No grace period will be allowed.**

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted. The 80/20 preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

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

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

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

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

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

1.2.5 Registration on Accredited Supplier Database

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

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1.2.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- (e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- (f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

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

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

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

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

1.2.8 **Authorized Signatory**

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

1.2.9 **Site / Information Meetings**

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

1.2.10 **Samples**

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

1.2.11 **Quantities of Specific Items**

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

1.2.12 **Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box at the Ground Floor in the Buller / Investment Centre, 15 Main Road, Vredenburg** by not later than **12:00** on the specified closing date.

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(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

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

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.

If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality. Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

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

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

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1.2.18 Contract

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

1.2.19 Language of Contract

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

1.2.20 Stamp and Other Duties

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

1.2.21 Wrong Information Furnished

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

1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Viandro van Wyk, Tel: 022 701 7168 or e-mail viandro.vanwyk@sbm.gov.za Enquiries regarding the specifications may be addressed to Abubaker Nackerdien, Tel: 022 701 7186 or email at abubaker.nackerdien@sbm.gov.za.

1.2.23 Intellectual Property Ownership

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets. (i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM.

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(ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

If, notwithstanding the foregoing, the T/C for any reasons retains any right, title or interest in or relating to any Work Product, the T/C agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title and interest to SBM. Upon request of SBM at any time during or after the Employment Period, the T/C will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this tender. The T/C will promptly disclose to SBM any such work product in writing.

1.2.24 Waste Management

All tenderers need to ensure correct waste provisions are in place during the project period, and that the construction area is cleaned of all waste after completion to ensure that the environment is not polluted in any way.

Waste should be disposed of at a registered Landfill Site or Municipal drop off facility, documented proof (safe disposal certificates) need to be submitted before final payment will be processed. Contractors should make use of skips or any other temporary containers to store their waste during the construction process to avoid windblown litter and to comply with Municipal Regulations. All technical departments/ project managers/ consultants appointed by Saldanha Bay Municipality should make waste management a compulsory item to discuss and monitor during construction meetings.

The Municipality will enforce penalties if adequate waste provisions are not in place during construction period or if waste is not disposed of in a legal manner during or after construction period, please refer to below sections of the Municipal By-laws:

Section 21 (1): Plans and inspections: “An owner or occupier or any person responsible for the submission of building plans for a new building or an alteration to an existing building must include therein the manner in which building waste will be handled.”

Section 21 (2): “An authorised official of the Municipality must inspect and verify that the waste arrangements contemplated in subsection (1) were followed and all building waste disposed of as part of the final municipal sign-off of the building activities.”

Section 22 (1): Generation and Storage: “Notwithstanding the waste arrangements contemplated in section 21, the owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that-

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- (a) All building waste and the containers used for the storage thereof is kept on the premises on which the building waste is generated;
- (b) The premises on which the building waste is generated does not become unsightly or cause a nuisance as a result of accumulated building waste;
- (c) Any building waste which is blown off the premises, is promptly retrieved."

Section 22 (2): "Upon written request and subject to conditions as it may determine the municipality may approve the use of a bulk container placed on verge for a specified duration."

Section 22 (3): "The Municipality may instruct an owner or occupier of premises on which building waste is generated or person engaged in any activity which causes such waste to be generated to make use of special containers to dispose of it and will determine a tariff for the use of such containers should these be provided by the Municipality."

Section 23 (1): Removal and Disposal: "The owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that all building waste is removed and disposed of continuously during construction so as to prevent unnecessary accumulation of such waste."

Section 23 (2): "Building waste must be disposed of at a waste handling or waste disposal facility determined by the Municipality."

Please ensure compliance to all regulations and by-laws of Saldanha Bay Municipality.

1.2.25 Submission of Invoices:

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

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

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and

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- Price and VAT amount and percentage (%).

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

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

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

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3

General Conditions of Contract

1. Definitions

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

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.
Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction;
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.
- The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order.
Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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SECTION 2.1**INVITATION TO BID****MBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SALDANHA BAY MUNICIPALITY.

BID NUMBER: SBM 15/22/23 **CLOSING DATE:** 03 FEBRUARY 2023 **CLOSING TIME:** 12:00

DESCRIPTION: OPERATION OF VREDENBURG MATERIAL RECOVERY FACILITY AND COLLECTION OF RECYCLING MATERIAL FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2025.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.2).

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
Vredenburg
Western Cape
7380

OR DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Finance Department
15 Main Road
Buller/ Investment Centre
Ground Floor
Vredenburg

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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TELEPHONE NUMBER CODE..... NUMBER.....

CELLPHONE NUMBER.....

EMAIL ADDRESS.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? **YES / NO**

HAS A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR B-BBEE AFFIDAVIT BEEN SUBMITTED? (MBD 6.1) **YES / NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR B-BBEE AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED BY YOU? **YES / NO**
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED.....
(IF APPLICABLE) (IF APPLICABLE)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Viandro van Wyk

Tel: 022 701 7168

Fax: 022 714 1028

Email address: viandro.vanwyk@sbm.gov.za

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each part must submit a separate Tax Clearance Certificate.
- 4 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 5 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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SECTION 3.1**MBD 4****DECLARATION OF INTEREST**

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholder's 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

.....

.....

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

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

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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.

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

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**

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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

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SECTION 3.2**MBD 5****DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

* Delete if not applicable

- 1 Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

.....

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3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**
***YES / NO**

4.1 If yes, furnish particulars

.....

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THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder (The company)

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SECTION 3.3**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

Initial_____

- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

Initial_____

- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

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

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

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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Initial_____

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

Initial_____

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

Initial_____

9.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

Initial_____

SECTION 3.4

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Initial _____

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

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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

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

Director 1 Address:Mr. / Mrs _____

Director 2 Address:Mr. / Mrs _____

Director 3 Address:Mr. / Mrs _____

Director 4 Address:Mr. / Mrs _____

Director 5 Address:Mr. / Mrs _____

Director 6 Address:Mr. / Mrs _____

Director 7 Address:Mr. / Mrs _____

Director 8 Address:Mr. / Mrs _____

Director 9 Address:Mr. / Mrs _____

Director 10 Address:Mr. / Mrs _____

Director 11 Address:Mr. / Mrs _____

Director 12 Address:Mr. / Mrs _____

Initial_____

SECTION 3.5

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Initial_____

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

Initial _____

MBD 9

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

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder (Company)

Initial_____

SECTION 4.1

Central Supplier Database (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

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

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

Enquiries can be made to Mr. S. Macetyana or Mr. A. Plaatjies at 022-701 6824.

CSD registration number (if registered):

Initial_____

SECTION 4.2

SPECIAL CONDITIONS OF CONTRACT

1. All line items must be completed in full, to be considered for the tender. Blank spaces in the pricing schedule will render the bid non-responsive. Where R0.00 is charged, it must be indicated as R0.00.
2. It is Compulsory to Comply to all requirements and attachments in sections 4 of the specifications
3. Failure to deliver may result in contract cancellation and claims as per GCC.
4. It is compulsory to submit prices on all line items in the pricing schedule, section 4.5.
5. Contract could be reviewed annually, and price adjustments be made with in-accordance with the consumer price index. Contractor should provide evidence of price escalations. Under extremely abnormal circumstances a price adjustment could be considered periodically on the sole discretion of the municipality.

Initial_____

SECTION 4.3

FUNCTIONALITY

4.3.1 Functionality Scoring

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

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

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

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

4.3.2 Functionality criteria

Schedule D, Annexures A AND B will be used to evaluate functionality, and Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will compromise the scores attained.

4.3.2.1 Previous experience

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

Evaluation points will be allocated as follows:

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

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

Initial_____

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

COLLECTION OF DRY CO-MINGLED RECYCLABLES (AS PART OF A TWO BAG SYSTEM OR SEPERATION AT SOURCE SYSTEM)	Evaluation Points (Met 1 of the 2 criteria)	Evaluation Points (Met both criteria)
Not at all	0	0
Service at least 5 000 erven per week for a period of at least one year	3	5
Service 5000 to 10 000 erven per week for a period of at least two years	7	12
Service over 10 000 erven per week for a period of at least two years	9	15

4.3.2.2 Plant / Vehicles and staff available

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

Evaluation points will be allocated as follows:

Table A: Plant Available:

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

Note:

Only the following items qualify as one piece of plant.

- **Forklifts, as one piece**
- **Front end loader or digger loader, as one piece**
- **Tailings carts in the form of skips or tractor with trailer, as one piece. If other plant, please specify on annexure provided**
- **All vehicles and machines/plant shall be registered in the name of the tenderer (attach proof).**
- **Plant and vehicle registration numbers and proof of ownership (Registration Certificate) must be provided, if ownership details such a registration certificates or purchased agreements is not submitted with completed tender documents, the tender will be regarded as non-responsive.**

Initial_____

- For plant/machinery that does not have registration certificates, the tenderer should submit proof of purchased agreements for such plant/machinery that indicates proof of ownership by tenderer.
- All vehicle must be fully functional and operational, and the municipality will render site inspections on all listed vehicles and plant to evaluate operational and functional.
- Schedule D with all annexures need to be completed, Annexure A1 and A2, and Annexure B1 and B2 must be fully completed by tenderer in order to evaluate the responsiveness of tenderer. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will deem the tender as non-responsive
- Submit two photos from all listed vehicles and plant. One from the side and one from the front clearly displaying the number plates
- It is compulsory to attach proof of insurance for all vehicles and plant applicable to this tender. The vehicle registration number/VIN number as stated in the tender document must be verified on the schedule.
- ATTACH ALL POE'S ON "APPENDIX 12" AT THE END OF THE TENDER DOCUMENT

Table B

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

The minimum specifications for vehicles to qualify:

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

Note:

- All vehicles and machines/plant shall be registered in the name of the tenderer (attach proof).
- Plant and vehicle registration numbers and proof of ownership (Registration Certificate) must be provided, if ownership details such a registration certificates or purchased agreements is not submitted with completed tender documents, the tender will be regarded as non-responsive.
- For plant/machinery that does not have registration certificates, the tenderer should submit proof of purchased agreements for such plant/machinery that indicates proof of ownership by tenderer.
- Schedule D with all annexures need to be completed, Annexure A1 and A2, and Annexure B1 and B2 must be fully completed by tenderer in order to evaluate the responsiveness of tenderer. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will deem the tender as non-responsive.

Initial_____

- All vehicle must be fully functional and operational, and the municipality will render site inspections on all listed vehicles and plant to evaluate operational and functionality of vehicles/plant.
- Submit two photos from all listed vehicles and plant. One from the side and one from the front clearly displaying the number plates
- It is compulsory to attach proof of insurance for all vehicles and plant applicable to this tender. The vehicle registration number/VIN number as stated in the tender document must be verified on the schedule.
- ATTACH ALL POE'S ON "APPENDIX 12" AT THE END OF THE TENDER DOCUMENT

Initial_____

Schedule D: ANNEXURE'S: COMPULSORY TO COMPLETE

ANNEXURE A₁**PREVIOUS EXPERIENCE OF COMPANY**

PLEASE INDICATE ALL RELEVANT PAST/CURRENT EXPERIENCE APPLICABLE TO:

Operating a Materials Recovery Facility

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

A: MATERIALS RECOVERY OPERATIONS (COMPLETE FULLY)

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

Initial _____

	_____	(Company / Institution) Contact Person at Principal:
	Starting Date: _____	
	Contract Period (Years): _____	_____
	Recycled tonnage per Month: _____	(First name or Initials, plus Surname) Telephone Number:
	Total Value of Contract awarded to you:	_____
	R _____	

If further space is required, the details can be completed on a separate sheet using the same format.

Initial _____

ANNEXURE A₂

PREVIOUS EXPERIENCE OF COMPANY
PLEASE INDICATE ALL RELEVANT PAST/CURRENT EXPERIENCE APLICABLE TO:

Collection of Dry Refuse and Co-Mingled Recyclables

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

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

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

Initial _____

	Contract Period (Years): _____	_____
	Number of Service Points: _____	(First name or Initials, plus Surname)
	Total Value of Contract awarded to you:	Telephone Number:
	R _____	_____

If further space is required, the details can be completed on a separate sheet using the same format.

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*Annexure B₁***PLANT, EQUIPMENT AND VEHICLES AVAILABLE****A: MATERIALS RECOVERY FACILITY****1. PLANT AND EQUIPMENT**

Contractor to state specific types of equipment which will be available for the utilization in the Materials Recovery Facility for this tender/contract: - Forklifts, Front end loader or digger loader, Tailings carts in the form of skips or tractor with trailer, vehicles (bakkies), trucks
(It is compulsory to submit all vehicle/plant licence discs/proof of ownership)

No	Description	Quantity

Initial_____

B: COLLECTION OF DRY REFUSE AND CO-MINGLED RECYCLABLES**1. VEHICLES**

**Contractor to state available vehicles to be utilized for Collection of Dry Refuse and Co-Mingled Recyclables for this Tender/Contract.
(It is compulsory to submit all vehicle/plant licence discs/proof of ownership with submission of tender documents)**

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

Initial_____

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

Initial_____

- All vehicles and machines/plant shall be registered in the name of the tenderer (attach proof).
- Plant and vehicle registration numbers and proof of ownership (Registration Certificate) must be provided, if ownership details such a registration certificates or purchased agreements is not submitted with completed tender documents, the tender will be regarded as non-responsive.
- For plant/machinery that does not have registration certificates, the tenderer should submit proof of purchased agreements for such plant/machinery that indicates proof of ownership by tenderer.
- Schedule D with all annexures need to be completed, Annexure A1 and A2, and Annexure B1 and B2 must be fully completed by tenderer in order to evaluate the responsiveness of tenderer. Tenderers must ensure that they are fully completed with all additional information requested attached. Failure to do so will deem the tender as non-responsive.
- All vehicle must be fully functional and operational, and the municipality will render site inspections on all listed vehicles and plant to evaluate operational and functionality of vehicles/plant.
- Submit two photos from all listed vehicles and plant. One from the side and one from the front clearly displaying the number plates
- It is compulsory to attach proof of insurance for all vehicles and plant applicable to this tender. The vehicle registration number/VIN number as stated in the tender document must be verified on the schedule.
- ATTACH ALL POE'S ON "APPENDIX 12" AT THE END OF THE TENDER DOCUMENT

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SECTION 4.4

DETAILED SPECIFICATIONS

4.1 DEFINITIONS

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

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

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

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

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

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

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

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

4.2 SCOPE OF WORKS

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

- 4.2.1 Operate and maintain a Materials Recovery Facility (MRF), situated at the Vredenburg Landfill Site (VLS), approximately 5km east of the town of Vredenburg on the R45.
- 4.2.2 Collect "dry" co-mingled recyclables from domestic households participating in the SBM's "separation-at-source" waste minimisation project, situated within specific target areas.

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- 4.2.3 Create and implement a comprehensive Awareness, Marketing and Publicity Campaign to educate residents of the SBM's "separation-at-source" waste minimisation project to maximise participation rates, and other general waste management awareness as needed from time to time.
- 4.2.4 Operate and maintain a garden and "green waste" Chipper Plant (CP), situated at the VLS described above. A local SMME must be appointed to conduct the chipping operation, and the successful tenderer will have to manage the appointed sub-contractor to operate the chipping plant and achieve monthly output targets.
- 4.2.5 Provide, maintain, transport and dispose of a Household Hazardous Waste (HHW) bin from the VLS to Vissershok Hazardous Waste Facility every 90 days, located on the N7 immediately north of Cape Town. SBM wishes to contract out these services by appointing a local SMME to render this service starting at the commencement date of the contract for a 36-month period. Successful tenderer is responsible to manage sub-contractor to ensure operation is carried out within compliance to NEMWA Act.
- 4.2.6 Collection of recyclables at local schools, swop-swops, SBM facilities and investigate and implement litter-picker integration with a special focus on drop-off facilities within SBM.

4.3 OBJECTIVES

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

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

4.4 Goals and targets for the MRF

The Tenderer shall be required to output a minimum of **150 tons of recyclables per month**. This is to be derived from the separation at source waste collections from all 9 towns, the support of swop shops, and alternative waste collections authorised by SBM conducted by the contractor. The average tonnage recycled at the Vredenburg MRF for the period 1 July 2020 – 30 June 2021 is approximately 160 ton per month. No bags collected as part of the separate collection service may be landfilled.

5.2 DELIVERABLES

5.3 MRF Operation

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

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The materials recovery facility is designed to operate to achieve an efficient balance between mechanised and manual methods of recovery of co-mingled recyclables. There will be an upgrade on the MRF which will be conducted during the contract period.

Targets during the upgrade period will have to be achieved by implementing shifts. The average tonnage recycled at the Vredenburg MRF for the period July 2020 – July 2021 is approximately 160 ton per month.

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

5.4 MRF Maintenance

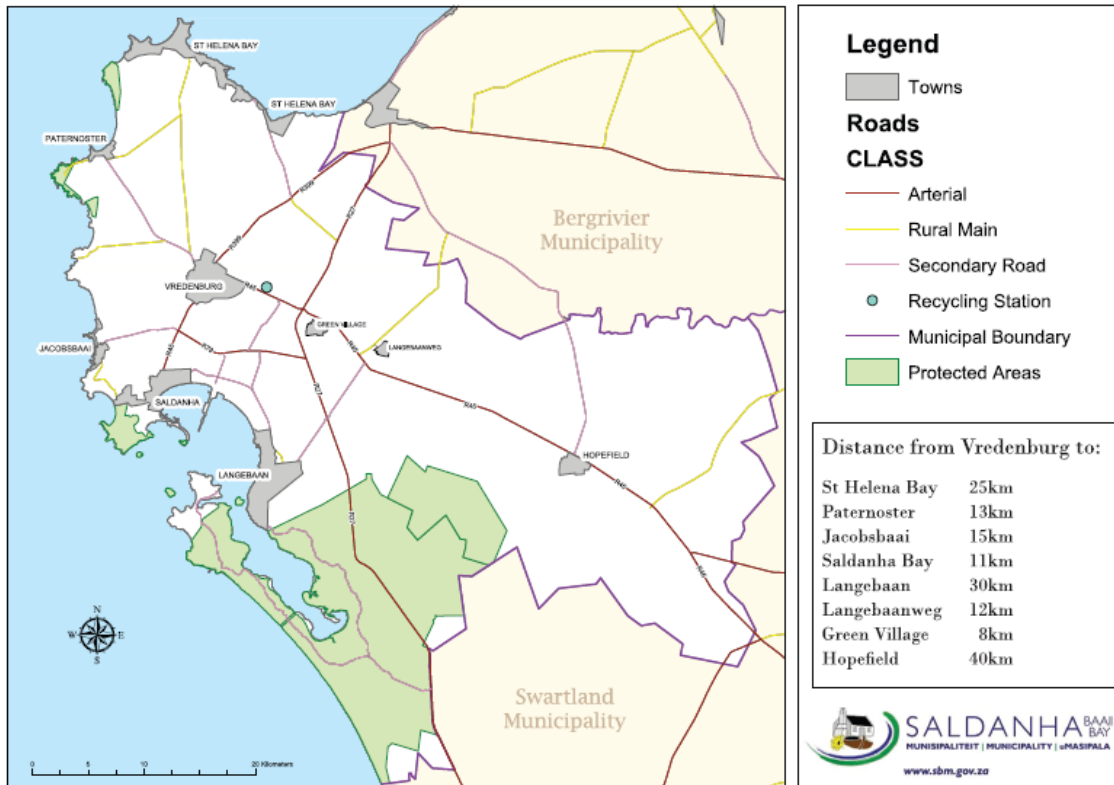
The maintenance schedule attached as **Schedule A** Forms part of the contract and must be adhered to by the Contractor to ensure smooth operation of the MRF.

5.5 Separate “Dry household waste” Collection Service

Provision is made in the Pricing Schedule for the Contractor to submit an offer for a “dry’ household waste collection service to every Service Point within a designated area. It is the intention to issue the Service Points with two clear bags for the collection of “dry” recyclables at commencement of the project. After first round of distribution, clear bags will only be provided to participating households on the basis of replacing a full bag of recycling with a new empty bag to be used for the following week. The bags are to be collected on the same day the Municipality collects from these Service Points. New starter packs will have to be distributed to all non-participating households on an annual basis which will serve as part of awareness. All new households must be provided with a recycling starter pack. Payment, at the unit rate, is for the provision of a weekly collection service from each of the Service Points within the proposed target areas and transported to the VLS MRF for processing. The drawing below marked “**Figure 1**” indicates the boundaries of the area, which consists of approximately 27554 Service Points. These towns and the number of Service Points are:

- | | | |
|------------------|------|----------------|
| • Vredenburg | 8321 | Service Points |
| • Paternoster | 853 | Service Points |
| • Langebaan | 5131 | Service Points |
| • Jacobsbaai | 366 | Service Points |
| • Saldanha Bay | 6510 | Service Points |
| • Hopfield | 1668 | Service Points |
| • Langebaan road | 303 | Service Points |
| • Green Village | 60 | Service Points |
| • St Helena Bay | 4342 | Service Points |

Figure 1



5.5.1 Commercial and Industrial “Trade” Recyclables

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

The Contractor will **not** be paid for the costs of collecting and transporting recyclable materials from commercial and industrial properties for which services are currently contracted to private contractors (including the Tenderer). Thus, such collection and transportation shall not be carried out simultaneously with the service described in 5.5 above.

5.5.2 Contractor’s “Own” Waste Recyclables

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

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

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5.5.3 Informal Recycling Sector

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

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

5.6 Awareness, Marketing and Publicity Campaign

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

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

To achieve these objectives, the Contractor is to:

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

5.7 Chipper Plant

The Chipper Plant comprises a Vermeer BC1000XL portable (trailer) brush chipper with a 66.4 kW engine with a maximum feed opening of 30.5 tall x 43.2 cm wide. It has a container equipped with cutting knives with a through speed of 36m/min. Total average monthly garden waste is ±3500 tons at Vredenburg landfill.

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SBM intends to provide an area for the Chipper to be set-up, close to the working space for easy diversion of garden wastes. A separate area, either off the landfill or on a completed portion of the landfill will be provided to stockpile the end product. The contractor will be responsible for directing clean and dirty garden waste to two separate stockpile areas and employ adequate personnel for separation of garden waste from other waste types and the transportation of tailings to the landfill working face. The contractor must make provision as a minimum for employment of a chipper operator, chipper assistant, and two general workers for off-loading, providing directions and sorting of garden waste.

The Contractor will be required to maintain a minimum output of **245 tons per month** of chipping. Should this minimum output not be achieved, the Contractor shall be penalised by the *pro-rata* downward adjustment of the monthly rate as follows

For simplicity the monthly operational rate has been assumed at R30,000 per month: -

Scenario:

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

$$120/245 = 0.49$$

$$0.49 \times R30,000 = R14,700$$

Therefore, a maximum of R14,700 will be paid by the Employer for this item for this month.

5.8 Household Hazardous Waste

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

6 LOCATION OF THE SITE

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

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

7 DURATION OF CONTRACT

In terms of the Tender, the Duration of the Contract shall be from the commencement date until 30 June 2025.

WORKING HOURS

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

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

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

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

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

8 WASTE QUANTITIES

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

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

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

9 CONTRACTOR'S OBLIGATIONS

9.2 Materials Recovery Operations

1. The Contractor will be responsible for the handling, sorting, reuse and/or sale of recyclables recovered from the MRF, and no payment by SBM for further costs will be considered other than the tendered costs.

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2. The ownership of the recyclable materials shall vest with the Contractor, who shall be responsible for the disposal and transportation of such materials from the site. The income received from the sale of the recyclables shall belong to the Contractor.
3. The Contractor shall, as a minimum, recover **150 tons per month** of recyclables from both the “wet” and “dry” waste delivered to the MRF, and any other additional materials that the contractor wants to recover for recycling or re-use purposes.
4. The weigh-bridge data shall be used to validate this data.
5. The MRF building and SBM-owned fixed plant and equipment may only be used for the intended use of recovering recyclable materials and for no other unrelated use.
6. No claim for any additional expenditure due to a decrease in the demand for recyclables, the non-availability of a sorting area or material recycling infrastructure, the continued participation or participation ratio of residents, the consistency in waste quality or quantity, and continued marketing or any other costs not reflected in the tendered rates, will be considered.
7. The Contractor shall be responsible for the optimal operation of the MRF and processed in accordance with the process flow requirements of the plant under the full-time supervision of a qualified plant superintendent.
8. The Contractor shall ensure that the waste processed does not contain large, sharp or types of materials that may damage the plant and equipment.
9. Residual waste that is not removed from the sorting belts and stations, referred to as tailings, must be conveyed to a dedicated container, provided by the Contractor, outside the MRF building which will be removed (when full) by the Contractor and weighed by SBM before being deposited on the landfill by the Contractor.
10. The Contractor shall be required to furnish, maintain and operate sufficient plant and vehicles to undertake the specified services. The Contractor shall be required to provide all “non-fixed” plant, vehicles, fuel, lubricants, equipment, tools, materials, labour and any other items required to undertake the MRF operating services described in this tender, other than the fixed plant and equipment provided by SBM within the VLS MRF building. A list and description of the plant, vehicles and equipment (including containers required for use within the MRF building) that will be provided by the Tenderer must be stated in the Returnable of the tender document.
11. The Contractor shall be required to maintain all buildings and fixed plant and equipment in a clean, sound condition and in full working order. All regular routine inspections, maintenance and servicing shall be carried out by an approved service provider in full compliance with the requirements set out in Schedule A. The Employer may undertake independent plant inspections and audits from time to time and the Contractor shall ensure that such inspections are fully accommodated. It should be noted that any negligence or abuse to the plant by the Operator and any costs incurred as a result of such negligence or abuse will be for the cost of the Contractor.
12. The Contractor shall insure that all of its (or its subcontractor’s) own plant and equipment used to undertake the operations required in terms of the Contract.

Initial_____

13. The Employer will be responsible for taking out insurance cover for the buildings and fixed plant and equipment, but this will not relieve the Contractor from his responsibility to maintain the MRF buildings and fixed plant and equipment in a sound condition at his own cost for the duration of the Contract.
14. In the event of vehicle, plant or equipment break-down, the Contractor will be responsible for all necessary arrangements and costs to restore such vehicle, plant or equipment to full operating order. No costs arising from down-time or stoppages due to failure, servicing or repairs undertaken to mechanical plant or equipment will be paid for by SBM.
15. Costs for repairs resulting from the Operator's failure to adhere to the instructions stated in the Plant and Equipment Operating Manuals shall be paid for by the Operating Contractor.
16. Electricity shall be provided by SBM, however, SBM cannot guarantee a full, uninterrupted power supply for the full duration of the Contract Period.
17. The Contractor shall supply all baling wire to the correct standard and specifications for the baling machine.
18. The Contractor shall take all reasonable measures to operate the MRF facility in accordance with the Operating Manual to prevent nuisances such as odour, dust, vectors such as flies, insects and rodents, noise and wind-blown litter. Odour-control and air-extraction systems have been provided, and the Contractor shall be responsible for the supply of deodorising materials.
19. During the execution of service under this Contract, the Contractor shall furthermore:
 - a. Comply with all necessary Acts, Ordinances, Regulations and By-Laws relating to the registration, insurance and general operation of its vehicles, plant and equipment and the employment of its employees.
 - b. Comply with the relevant Authority's operating permit and licence conditions.
 - c. Pay all levies, taxes and duties payable in respect of all vehicles used and staff employed.
 - d. Ensure that all equipment and vehicles used are in a mechanically sound, roadworthy and clean condition.
 - e. Ensure that all containers/bales are at all times safely loaded onto the haul vehicles. In this regard the Contractor shall provide all necessary personnel to assist with and supervise the loading and off-loading operations at the MRF.
 - f. Minimise the storage of recovered materials and bales for periods of time considered reasonable to the Employer, without giving rise to odour, litter, vector and other nuisances.
 - g. Exercise all reasonable care and diligence in the handling and transportation of the Employer's containers in its charge.
 - h. Ensure that all drivers, operators and other employees are properly trained for the work they are required to perform and that all drivers are in possession of a current driver's licence and Professional Driving Permit appropriate to the class of vehicle being driven.

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- i. The Contractor shall ensure that at all times all drivers shall have available for inspection such drivers licence.
 - j. Ensure that all the requirements of the Occupational Health and Safety Act (85 of 1993) as stated in Clause 8.9 of the “Special Conditions of Contract” are fully complied with. The construction Regulations 2014 must also be adhered to.
 - k. Ensure that recycled waste recovered, processed and sold downstream is done so in a responsible manner which complies with all relevant environmental legislation in terms of Permit conditions as well as internal standards set by the SBM. The waste must always be managed by a transporter and/or waste contractor registered by the SBM.
20. The Contractor’s staff may not under any circumstances interfere with the Employer’s operations at the VLS. Unfettered access shall be given at all times to the MRF facility to the Employer’s staff, Health and Safety Inspectors as well as External and Internal Environmental Auditors as and when required.
21. Proof of all transactions, sale or re-use of recyclables [vehicle registration numbers, date of transaction, volumes and mass per recyclable waste type e.g. PET, glass, cardboard, paper (office, newspaper, mixed etc.) plastics, tins etc.] must be provided on a monthly basis. The Contractor shall maintain daily, weekly and monthly records and provide them to the Employer.
22. The Contractor’s tendered rate for operating the VLS MRF shall include all costs necessary to provide full security of the plant, equipment and materials contained within the MRF building. The Contractor must not rely on the Employer to provide any security. The Contractor shall not be permitted to allow any staff to live on the site.
23. Upon completion or termination of the Contract, the Operating Contractor shall ensure the MRF facility and all plant and equipment are restored and handed over to the Employer in a satisfactory and clean condition, with all plant in full working order, together with all maintenance and other records relating to the fixed plant, all to the satisfaction of the Employer. The rates tendered for the operation of the MRF must include all costs necessary to meet the requirements stated above.

9.3 “Dry” Waste Collection Service

9.3.1 Implementation and Operations Plan:

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

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

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Normal operating hours should not be longer than Monday – Friday 06:30 – 18:00. Please note collections must continue on all public holidays that fall on weekdays.

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

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

9.3.2 Collection Points:

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

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

9.3.3 Contractor’s Staff:

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

9.3.4 Vehicles:

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

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

9.3.5 Spillages:

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

Initial_____

9.3.6 Provision of Information:

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

9.3.7 Service Complaints and Enquiries:

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

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

9.4 Awareness, Marketing and Publicity Campaign:

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

The Specialist is responsible for:

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

Initial_____

7. Internal SBM awareness and training for municipal officials.
8. Any other waste management awareness and training as requested from time to time.
9. Update the solid waste awareness education and marketing strategy for the municipality.

SBM is responsible for:

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

9.5 Chipper Plant:

The Contractor shall be responsible for the optimal operation of the Chipper Plant in order to minimise the quantities of “green” waste to be disposed of to SBM’s landfills.

1. The SBM-owned chipper plant may only be used for the intended use of chipping garden refuse and for no other unrelated use.
2. The Contractor shall take all reasonable measures to operate the Chipper Plant in accordance with the Operating Manual to prevent nuisances such as dust and noise and shall ensure that all waste received does not contain large, sharp or types of materials that may damage the plant.
3. The Contractor shall be required to maintain all fixed plant and equipment in a clean, sound condition and in full working order. All regular routine inspections, maintenance and servicing shall be carried out by an approved service provider in full compliance with the requirements set out in **Schedule B**. The Employer may undertake independent plant inspections and audits from time to time and the Contractor shall ensure that such inspections are fully accommodated. It should be noted that any negligence or abuse to the plant by the Operator and any costs incurred as a result of such negligence or abuse will be for the cost of the Contractor.
4. The Contractor shall insure all of his (or his subcontractor’s) own plant and equipment used to undertake the operations required in terms of the Contract. The Employer will be responsible for taking out insurance cover for the fixed plant and equipment, but this will not relieve the Contractor from his responsibility to maintain the fixed plant and equipment in a sound condition at his own cost for the duration of the Contract.
5. The Contractor’s staff may not under any circumstances interfere with the Employer’s operations at the VLS. Unfettered access shall be given at all times to the Chipper Plant for the Employer’s staff, Health and Safety Inspectors as well as External and Internal Environmental Auditors as and when required.
6. In the event of vehicle, plant or equipment break-down, the Contractor will be responsible for all necessary arrangements and costs to restore such vehicle, plant or equipment to full operating order.

Initial_____

7. No costs arising from down-time or stoppages due to failure, servicing or repairs undertaken to mechanical plant or equipment will be paid for by the Employer. Costs for repairs resulting from the Operator's failure to adhere to the instructions stated in the Plant and Equipment Operating Manuals shall be paid for by the Operating Contractor.
8. Upon completion or termination of the Contract, the Contractor shall ensure the Chipper Plant is restored and handed over to the Employer in a satisfactory and clean condition, with all plant in full working order, together with all maintenance and other records relating to the fixed plant, all to the satisfaction of the Employer.
9. The Contractor shall furnish, maintain and operate sufficient plant and vehicles to undertake the specified services. The Contractor shall be required to provide all "non-fixed" plant, vehicles, fuel, lubricants, equipment, tools, materials, labour and any other items required to undertake the Chipper Plant operating services described in this tender, other than the fixed plant and equipment provided by the SBM at the VLS.
10. The contractor must make provision as a minimum for employment of a chipper operator, chipper assistant, and two general workers for off-loading, providing directions and sorting of garden waste.
11. The Contractor will be required to maintain a minimum output of **245 tons per month** of chipping. Should this minimum output not be achieved, the Contractor shall be penalised by the *pro-rata* downward adjustment of the monthly rate.
12. A local SMME must be appointed as a sub-contractor to conduct the chipping operation, and the successful tenderer will have to manage the appointed sub-contractor to operate the chipping plant effectively and achieve monthly output targets.

9.6 Household Hazardous Waste

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

10 EMPLOYER'S OBLIGATIONS

The Employer shall be responsible for:

1. The Employer shall provide access to the MRF as well as provide areas for parking of the Contractor's staff vehicles.

Initial_____

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

11 PRICING INFORMATION

11.1 Operating the Materials Recovery Facility

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

11.1.1 Establishment and Operational Activities (Item 1.1.):

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

11.1.2 Item 1.1.1:

1. The Tenderer shall include all costs necessary to establish, operate and de-establish the facility at the end of the Contract Period. The monthly rate tendered for the operating of the “dry” MRF shall include all fixed costs (such as furniture, equipment and plant necessary for the proper operating of the MRF), which shall remain the property of the Contractor after the completion of the Contract.
2. The monthly rate tendered shall furthermore include all time-related costs (such as furniture, equipment and plant necessary for the proper operating of the MRF). The Tenderer shall include for all time-related administrative and management costs, salaries and wages, overhead costs, insurances and consumables. There will be **no** rates or rental charged for the use of the buildings or land or infrastructural facilities.

Initial_____

3. The Contractor shall be required to output a minimum of **150 tons per month** of recyclables. Should this minimum output not be achieved, the Contractor shall be penalised by the *pro-rata* downward adjustment of the monthly rate as follows:

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

Scenario:

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

$$120/150 = 0.8$$

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

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

11.1.3 Chipping Plant (Item 1.1.2):

1. The Tenderer shall include all costs for the monthly operations related to the operation of the Chipping Plant. The Tenderer shall include for all costs related to the management and provision of full-time staff to direct the off-loading of garden waste brought to the VLS, handling, chipping and stockpiling of garden waste recovered from the Chipper Plant, and no payment by the Employer for further costs will be considered other than the tendered costs.
2. The ownership of the chipped garden waste remains vested with the Employer.
3. The Contractor is compelled to process a minimum of 245 tons per month of garden waste
4. No claim for any additional expenditure due to an increase or decrease in the supply of garden waste to the VLS will be considered.
5. The Contractor shall supply all fuel for the operation of the Chipper Plant.
6. The Contractor's tendered rate shall include for all costs necessary to provide full security of the plant, equipment and materials. The Contractor must not rely on the Employer to provide any security.

11.1.4 Household Hazardous Waste Bin (Item 1.1.3 - 1.1.5):

1. For Item 1.1.3, the Contractor shall include for all costs for the monthly provision of suitable closed bins, 4 X 240L wheelie bins and 1 X 5m³ enclosed skip, for the collection and temporary storage of HHW.

Initial_____

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

11.2 Servicing and Maintenance of Buildings, Fixed Plant and Equipment

(Item 1.2):

11.2.1 Item 1.2.1

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

11.2.2 Item 1.2.2

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

11.2.3 Item 1.2.6

1. The Tenderer shall include all costs involved for the routine maintenance and servicing of the mechanical plant and equipment relating to Chipper Plant for the full duration of the Contract, the frequency and requirements of which are detailed in **Schedule B**. The Tenderer must provide a break down the total costs involved into **equivalent monthly costs**, and payment shall be made upon satisfactory proof that the necessary routine maintenance and servicing has been performed.

Initial_____

2. All repairs and replacement of parts shall be undertaken by a service provider approved by the Employer.
3. A separate Provisional Sum (Item 1.2.7) has been provided in the Pricing Schedule for repairs to plant and equipment caused by normal “wear and tear”. Damage to plant and equipment caused by failure of the Contractor to adhere to the operating instructions and routine maintenance set out in the Operating Manuals, or due to his failure to ensure that no unsuitable, large, sharp or heavy items are loaded, shall be repaired at the Contractor’s expense.

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

11.3.1 Item 1.3.1

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

11.3.2 Item 1.3.2

1. The Tenderer shall include for all costs to undertake a waste sampling and characterisation study of random bags of waste (both “wet” MSW and “dry” recyclables) as and when directed by the Employer.

This is to include a report of the findings.

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

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

1. The tendered rate (plus escalation where applicable) is to be per Service Point and will increase or decrease, depending on the growth in participation and roll-out across the Municipality.
2. For calculation purposes in the pricing schedule, the service points per town has been multiplied by 120 weeks to ensure total price is reflected for the full tender period. Thus, the total quantity must be multiplied with the rate.
3. The total mass of the co-mingled recyclable wastes shall be determined through measurement at the inward and outward-bound weighbridges of the VLS access control gate.
4. The tendered rates for Items 2.1.1 to 2.1.10 shall include all vehicle, GPS logger and staff costs as well as all transport costs along the collection route and from the Designated Area to the MRF.

Initial_____

5. The tendered rates shall include all costs associated with the provision of the replacement clear plastic bags (normal Municipal size and minimum 40 micron) to the Service Points on a weekly basis.

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

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

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

11.6 SBM Facilities (Item 2.1.10)

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

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

11.7 Litter Picker Integration

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

Initial_____

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

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

SECTION 4.5

PRICING INSTRUCTIONS AND PRICING SCHEDULE

PRICE SCHEDULE

COMPULSORY TO COMPLETE BY THE TENDERER

SBM 15/22/23: OPERATION OF VREDENBURG MATERIAL RECOVERY FACILITY AND COLLECTION OF RECYCLING MATERIAL FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2025.

It is compulsory to complete the pricing schedule in full for all items tendered for
It is compulsory to submit prices on all line items even if the amount is zero
Estimated quantities may not be changed and will lead to tenderer being non-responsive.

ITEM 1: OPERATION OF MATERIALS RECOVERY FACILITY AND THE OPERATION OF CHIPPER PLANT.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE	AMOUNT (EXCL. VAT)
1.1	OPERATION OF MATERIALS RECOVERY FACILITY AND CHIPPER PLANT				
1.1	Establishment and Operational Activities				
1.1.1	Operation of "dry" MRF, including establishment, fixed and time-related preliminary and general costs and provision of necessary "Non-Fixed" operating plant and equipment	Month	27		R_____
1.1.2	Operation of a "Chipping Plant", including establishment, fixed and time-related preliminary and general costs and provision of necessary "Non-Fixed" operating plant and equipment. To be performed by local SMME sub-contractor with a minimum staff compliment of chipping machine operator, chipping operator assistant and two general assistants	Month	27		R_____
1.1.3	Operation of a "Household Hazardous Waste Bins", including establishment, fixed and time-related preliminary and general costs. 5m³ skip (asbestos) to be removed every 90 days. Four 240L wheelie bins (fluorescent light tubes, batteries, pesticides, chemical bottles, etc)	Month	27		R_____
1.1.4	Transportation of "Household Hazardous Waste Bin" (5m³ Asbestos skip) including provision of necessary "Non-Fixed" operating plant and equipment It is compulsory to appoint a local SMME as a sub-contractor for the transportation of household hazardous waste, sub-contractor to be registered as a hazardous transporter	No	27		R_____

Initial_____

1.1.5	Transportation of "Household Hazardous Waste Bin" (Four 240 liter Wheelie bins) including provision of necessary "Non-Fixed" operating plant and equipment It is compulsory to appoint a local SMME as a sub-contractor for the transportation of household hazardous waste, sub-contractor to be registered as a hazardous transporter	No	27		R_____
1.2	Servicing and Maintenance of Buildings, Fixed Plant and Equipment				
1.2.1	Servicing, cleaning and maintenance of the MRF building for the duration of the Contract	Month	27		R_____
1.2.2	Routine servicing and maintenance of the MRF and equipment by an approved service-provider, as detailed in Schedule A .	Prov Sum			R 400,000.00
1.2.3	Percentage mark-up on 1.2.2 for profit, administrative costs and overheads	%	400,000.00		R_____
1.2.4	MRF and equipment repairs by approved service-provider as directed by the Employer falling outside the routine maintenance detailed in Schedule A .	Prov Sum	-	-	R 400,000.00
1.2.5	Percentage mark-up on 1.2.4 for profit, administrative costs and overheads	%	400,000.00		R_____
1.2.6	Routine servicing and maintenance of the Chipper and equipment by an approved service-provider, as detailed in Schedule B .	Month	27		R_____
1.2.7	Chipper and equipment repair by approved service-provider as directed by the Employer falling outside the routine maintenance detailed in Schedule B .	Prov Sum			R 300,000.00
1.2.8	Percentage mark-up on 1.2.7 for profit, administrative costs and overheads	%	300,000.00		R_____
1.3.1	Provide the Employer on a monthly basis detailed records of all incoming, recovered and residual waste quantities as detailed in Schedule C .	Month	27		R_____
1.3.2	Conduct random waste sampling study and provide detailed results, as and when directed by the Employer, on MSW and 'Dry Recyclable Waste' (per bag).	No	140		R_____
	Sub-Total Section (1): Amount Carried Forward to Summary				R_____

Initial_____

ITEM 2: "DRY" WASTE COLLECTION SERVICE.

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (EXCL. VAT)
2	"DRY" WASTE COLLECTION SERVICE				
2.1	Provide a weekly "dry", co-mingled recyclables collection service to a designated area, inclusive of all clear plastic bags. (See Notes 3, 4 and 5).				
2.1.1	Vredenburg The designated area (Vredenburg) is as depicted in Figure 1 and contains approximately 8321 Service Points.	Service Point	8321 X 120= <u>998,520</u>		R_____
2.1.2	Saldanha Bay In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 6510 Service Points.	Service Point	6510 X 120= <u>781,200</u>		R_____
2.1.3	Langebaan In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 5131 Service Points.	Service Point	5131 X 120= <u>615,720</u>		R_____
2.1.4	St Helena Bay In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 4342 Service Points.	Service Point	4342 X 120= <u>521,040</u>		R_____
2.1.5	Hopefield In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 1668 Service Points.	Service Point	1668 X 120= <u>200,160</u>		R_____
2.1.6	Paternoster In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 853 Service Points.	Service Point	853 X 120= <u>102,360</u>		R_____
2.1.7	Jacobsbaai In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 366 Service Points.	Service Point	366 X 120= <u>43,920</u>		R_____
2.1.8	Green Village In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 60 Service Points.	Service Point	60 X 120= <u>7,200</u>		R_____
2.1.9	Langebaan Road In terms of Note 4 the designated area as depicted in Figure 1 and contains approximately 303 Service Points.	Service Point	303 X 120= <u>36,360</u>		R_____
2.1.10	SBM Facilities In terms of note 4 the designated area as depicted in Figure 1 is extended by municipal offices, halls, schools, swop shops, holiday resorts and contains approximately 50 service points.	Service Points	50 X 120= <u>6,000</u>		
2.2	Provision of an Awareness, Marketing and Publicity Campaign				
2.2.1	Appointment of an approved specialist for the Provision of an Awareness, Marketing and Publicity Campaign to ensure a targeted participation rate of 60% in the designated area.	Prov Sum			R 500,000.00

Initial_____

2.2.2	Percentage mark-up on 2.2.1 for profit, administrative costs and overheads	%	500,000.00		R_____
	Sub-Total Section (2): Amount Carried Forward to Summary				R_____

Initial_____

ITEM 3: LITTER PICKER INTEGRATION.

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

SUMMARY

DESCRIPTION	AMOUNT
Sub-Total Section (1) brought forward from Section 1	
Sub-Total Section (2) brought forward from Section 2	
Sub-Total Section (3) brought forward from Section 3	
TOTAL COST Excl. 5% Contingencies and 15% VAT (Section 1 + 2 + 3)	
5% Contingencies	
TOTAL COST Incl. 5% Contingencies and Excl. 15% VAT	
15% VAT	
TOTAL COST Incl. 5% Contingencies and 15% VAT	

Initial_____

NOTES:

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

Initial_____

SECTION 4.6**MBD 7.2****CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

Initial_____

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

Initial_____

SECTION 4.7**PRICE ADJUSTMENTS**

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

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

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

Initial_____

SECTION 4.8**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.9

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document *as well as the affirmation clause under the Price and Delivery Schedule.*

Should your company ***BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days*** as per the payment clause in the Conditions of Contract, then **complete the following.**

YES, my company ***IS WILLING TO HAVE THE 2.5%*** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer's signature for acceptance of the 2.5% discount
(Only if tenderer wishes to provide the 2.5% discount)

Initial_____

SECTION 4.10

E-TENDER DECLARATION

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

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

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.11**SUPPORTING DOCUMENTATION FROM TENDERER****Note :-**

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered
The schedules supplied by Council must be used for all pricing matters.)

Initial_____

APPENDIX 12

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

NAME OF TENDERER:

Attach directly after this page the following:

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

Initial_____