



GOVAN MBEKI MUNICIPALITY

TENDER NO. 8/3/1-7/2023

**OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE
FOR A PERIOD OF 36 MONTHS**

CLOSING DATE:	26/02/2024	TIME	12H00
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NAME OF TENDERER	
TOTAL AMOUNT (MBD 3.1)	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TAX COMPLIANCE PIN	
CONTACT PERSON	
CONTACT NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DEPARTMENT OF COMMUNITY SERVICES (SOLID WASTE MANAGEMENT)	
THEMBA SHABANGU		MR DERRICK MANGANYI	
DEPUTY DIRECTOR: SCM		MANAGER SOLID WASTE	
TEL. NUMBER	017 620 6161	TEL. NUMBER	017 620 6310
TENDER ISSUED BY			
SOLID WASTE MANAGEMENT			
OFFICE: B207		TEL. NUMBER	017 620 6161
GOVAN MBEKI MUNICIPALITY		HORWOOD STREET, SECUNDA CBD	

GOVAN MBEKI MUNICIPALITY (GMM)

TENDER DETAILS						
TENDER NUMBER	8/3/1-7/2023					
TENDER TITLE	OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS					
CLOSING DATE	26/02/2024		CLOSING TIME		12H00	
BRIEFING MEETING	DATE	N/A	TIME	N/A	COMPULSORY	N/A
SITE MEETING ADDRESS	N/A					
TENDER DOCUMENT FEE	Tender documents must be downloaded free on the e-tenders portal website: www.etenders.gov.za			PREFERENCE POINT SYSTEM	80/20	
BID BOX SITUATED AT	HORWOOD STREET, CDB SECUNDA, HEAD OFFICE, RECEPTION AREA					
OPERATING HOURS	The bid box is open during office hours, Monday to Thursday from 07h30 to 16h30 and Friday from 07h30 to 14h00.					
OFFER TO BE VALID FOR	90 DAYS FROM THE CLOSING DATE OF TENDER		LOCAL CONTENT		N/A	

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. **Tenders that are deposited in the incorrect box will not be considered.**
3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract.
4. Telegraphic, mailed or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

BIDDER'S TENDER DOCUMENTATION DECLARATION

	Question	Bidder's Response
1	Have you initialed all the pages of the tender document?	*YES / NO
2	Have you completed and signed the returnable schedules?	
2.1	▪ Schedule 1 : Resolution of board of directors	*YES / NO
2.2	▪ Schedule 2 : Resolution to enter into consortia or JV's	*YES / NO
2.3	▪ Schedule 3 : Commitments of tenderer	*YES / NO
2.4	▪ Schedule 4 : Record of addenda to tender documents	*YES / NO
2.5	▪ Schedule 5 : Compulsory enterprise questionnaire	*YES / NO
2.6	▪ Schedule 6 : Municipal service account	*YES / NO
3	Have you completed / signed and submitted all relevant information as requested by the evaluation schedules? (as and when required)	*YES / NO
4	Have you completed and signed the MBD 4 form - Declaration of Interest?	*YES / NO
5	Have you completed the questionnaire (MBD 5) regarding the declaration for procurement above R10-million and submitted your company's latest three years audited financial statements (as and when required)?	*YES / NO
6	Have you take note of the contents of par 5 of MBD 6.1 for a specific goal and points allocated	*YES / NO
7	Have you completed and signed MBD 6.2 and Annexure C	*YES / NO
8	Have you completed and signed the following form: MBD 7.1 Form - Contract form for purchase of goods / works? MBD 7.2 Form - Contract Form for rendering of services? (as and when required)	*YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	*YES / NO
10	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and/or Scope of Works?	*YES / NO
11	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	*YES / NO
12	Have you completed and signed Part 2 of C1.2 (Contract Data)?	*YES / NO
13	Have you completed the MBD 3.3 form and carried over your tendered price (VAT inclusive) to Form of Offer (C1.1)?	*YES / NO
14	Have you submitted the compulsory documents	*YES / NO

TENDER NO.	8/3/1-7/2023				
BIDDER		WITNESS		EMPLOYER	
		WITNESS			

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

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BIDDER

WITNESS

EMPLOYER

WITNESS

SCHEDULE OF DOCUMENTS

The tender documents for this contract comprise of the following:

THE TENDER

T1: Tendering procedures

- T1.1. Tender Notice and Invitation to Tender (MBD 1)
- T1.2. Tender Data
- T1.3. Standard Conditions of Tender

T2: Returnable documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules
 - T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes
 - Schedule 1 : Resolution of Board of Directors
 - Schedule 2 : Resolution of Board of Directors to enter consortia or JV's
 - Schedule 3 : Commitments of Tenderer
 - Schedule 4 : Record of Addenda to tender documents
 - Schedule 5 : Compulsory enterprise questionnaire
 - Schedule 6 : Municipal service account

T2.2.2 Compulsory Municipal Bid Documentation

- MBD 4 : Declaration of Interest
- MBD 5 : Declaration for procurement above R10-million
- MBD 6.1 : Preferential Procurement claim
- MBD 7.2 : Contract form for rendering of services
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determination

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations

C1.2 Contract Data

C1.2.1 Part 1: Data provided by the Employer

C1.2.2 Part 2: Data provided by the Service Provider

C1.2.3 Part 3: Specifications

C2: Pricing Schedule

C2.1 MBD 3.1: Pricing Schedule

C3: Terms of Reference

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BIDDER

WITNESS

EMPLOYER

WITNESS

THE TENDER

TENDER NO.	8/3/1-7/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

T1 TENDERING PROCEDURES

TENDER NO.	8/3/1-7/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

T1.1 TENDER NOTICE & INVITATION

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVAN MBEKI MUNICIPALITY

BID NUMBER:	8/3/1-7/2023	CLOSING DATE:	26/02/2024	CLOSING TIME:	12:00
DESCRIPTION	OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

GOVAN MBEKI MUNICIPALITY

HORWOOD STREET

SECUNDA CBD (OPERATION HOURS: MON TO FRI- 07h30 UNTIL 16H00)

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

Yes No
[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

Yes No
[IF YES, ANSWER PART B:3]

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE

R

SIGNATURE OF BIDDER

.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Finance – SCM	DEPARTMENT	Solid Waste Management
CONTACT PERSON	T Shabangu	CONTACT PERSON	Derrick Manganyi
TELEPHONE NUMBER	017 620 6000	TELEPHONE NUMBER	0176206320
E-MAIL ADDRESS	themba.s@govanmbeki.gov.za	E-MAIL ADDRESS	derrick.m@govanmbeki.gov.za

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		BIDDER	WITNESS	EMPLOYER	WITNESS

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE 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.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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BIDDER

WITNESS

EMPLOYER

WITNESS



GOVAN MBEKI MUNICIPALITY

TENDER NO.:8/3/1-7/2023

CLOSING DATE: 26/02/2024 AT 12H00

**RE-ADVERT:
OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A
PERIOD OF 36 MONTHS**

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS.

Tender documents and specifications are available and can be downloaded free on the e-tenders portal website: www.etenders.gov.za. Documents will not be sold.

The closing time for receipt of tenders is **12:00hrs** on **26/02/2024**. No telephonic, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be public.

NO BRIEFING SESSION FOR THIS TENDER

Any technical enquiries relating to the tender document may be directed to the Mr. Derrick Manganyi: Solid Waste Management section at 0176206312 and e-mail derrick.m@govanmbeki.gov.za

Any general enquiries relating to the tender document may be directed to the Mr. Ntokozo Mabizela: Supply Chain Management unit section at 0176206112 and e-mail ntokozo.m@govanmbeki.gov.za

Fully completed tender documents, clearly marked "**Tender No. 8/3/1-7/2023** OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS" with "**NAME OF TENDERER**" **must be placed in a sealed envelope and placed in the** tender box provided by **Govan Mbeki Municipality on the ground floor, Horwood Street, Secunda, 2302** by no later than 12h00 on **26/02/2024**. The envelope must be endorsed with number, title and closing date as indicated above.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Govan Mbeki Local Municipality where 80 points will be allocated in respective of price and 20 points for a specific goal. Govan Mbeki Municipality Supply Chain Management Policy allocate 20 points to race (6), people with disability (4), youth (4), woman (4) and Implementing reconstruction and development programme (2).

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

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		BIDDER		WITNESS	EMPLOYER	WITNESS

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 award a contract to the bidder scoring the highest number of points.

The following documents must be attached as **Annexure** (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- Copy/ printed valid Tax compliance status Pin to enable the municipality to verify the bidder’s tax compliance status- Compulsory
- Copy of company’s current municipal account or all its directors (not older than 3 months not owing for 3 months) or copy of valid Lease Agreement – Compulsory
- CSD summary report –Compulsory
- Joint Venture Agreement (In case of a Joint Venture) – Compulsory
- Public liability insurance minimum R5m– Compulsory
- Audited annual financial statements for the past 3 years for Bid above R10m. for companies required by law to submit annual financial statements – Compulsory
- A letter of good standing in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA) – Compulsory

EN MASEKO
MUNICIPAL MANAGER
 GOVAN MBEKI MUNICIPALITY
 Secunda Municipal Building
 Horwood Street
SECUNDA
 2302

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		BIDDER		WITNESS	EMPLOYER	WITNESS

T1.2 TENDER DATA

CLAUSE NO.	
	<p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender.</p>
1.2.1	The employer is the Govan Mbeki Municipality
1.2.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the “Offer” section in the “Form of Offer and Acceptance” and delivering the single volume procurement document back to the Govan Mbeki Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the employer comprise of the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule C2.1 Pricing Instructions and Schedule C2.2 Priced fees and disbursements</p> <p>Part C3: Terms of reference C3 Terms of reference</p>

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		BIDDER		WITNESS	EMPLOYER	WITNESS

1.2.3	<p>The employer's agent is:</p> <p>Name : Mr Derrick Manganyi Capacity : Manager Solid Waste Management Address : Govan Mbeki Municipality Horwood Street, Secunda CBD, 2302 Tel: (017) 620 6312 E-mail: derrick.m@govanmbeki.gov.za</p>						
1.2.4	A competitive negotiation procedure will not be followed						
1.2.5	<p>Tender Evaluation:</p> <p><u>First Stage Supply Chain Management Compliance Evaluation: Failure to submit the below-mentioned document will lead to disqualification of your bid</u></p> <ul style="list-style-type: none"> ▪ Copy/ printed Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status. ▪ Copy of company's current municipal account or all its directors (not older than 3 months not owing for three months) or copy of valid Lease Agreement ▪ CSD summary report. ▪ Joint Venture Agreement (In case of a Joint Venture). ▪ Public Liability Insurance minimum R5m. ▪ Audited annual financial statements for the past 3 years for Bid above R10m – Compulsory. ▪ A letter of good standing in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA). <p><u>Second Stage Evaluation of Bidders Ability to execute the project in terms SCM regulation 28 (1)(b)</u></p> <p>The following is required:</p> <ol style="list-style-type: none"> 1. <u>COMPANY EXPERIENCE:</u> Failure to submit the below-mentioned document will lead to disqualification of your bid <ul style="list-style-type: none"> ▪ Bidders must have a minimum experience of 5 years or more in the operation and maintenance of a landfill sites (Appointment letters and completion certificate/ reference letters, must be attached and proof the experience required) 2. <u>STAFF/KEY PERSONNEL EXPERIENCE:</u> Failure to submit the below-mentioned document will lead to disqualification of your bid <ul style="list-style-type: none"> ▪ Bidder must submit curriculum vitae (CV), certified copy of qualifications and certified copy of I.D for the following personnel: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Key Staff</th> <th style="text-align: left;">Qualifications</th> <th style="text-align: left;">Experience</th> </tr> </thead> <tbody> <tr> <td>Site Operator/Supervisor</td> <td>Grade 12/ Matric</td> <td>3 Years or more Land Fill site Management</td> </tr> </tbody> </table> 	Key Staff	Qualifications	Experience	Site Operator/Supervisor	Grade 12/ Matric	3 Years or more Land Fill site Management
Key Staff	Qualifications	Experience					
Site Operator/Supervisor	Grade 12/ Matric	3 Years or more Land Fill site Management					

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BIDDER

WITNESS

EMPLOYER

WITNESS

	<p>3. RESOURCES: Failure to submit the below-mentioned document will lead to disqualification of your bid</p> <ul style="list-style-type: none"> ▪ Bidder must submit proof of ownership (Certificate of Registration) or lease (Letter intent to lease) of 10m3 Tipper truck ▪ Bidder must submit proof of ownership (Certificate of Registration) or lease (Letter of intent to lease) of TLB ▪ Bidder must submit proof of ownership or lease (Letter of Intent) of D6 Dozer. <p><u>Third Stage Evaluation on 80/20-point system</u></p> <ul style="list-style-type: none"> ▪ 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million. ▪ 80 points will be allocated for total bid price ▪ 20 points will be allocated for a specific goal in terms of preference point system as per the completed MBD 6.1. <hr/> <p>*NB: Bidders who submit fraudulent documents, will be reported to National Treasury and a case opened against them. Please make sure to submit truthful documents.</p>
1.2.6	<p>Site visit and clarification meeting: NONE</p> <p>The arrangements for the non-compulsory briefing/site inspection visit and clarification meeting are as follows:</p> <p>Location : N/A</p> <p>Date : N/A Starting time : N/A</p> <p>Enquiries regarding the tender document specifications may be directed to:</p> <p>Name : Mr Derrick Manganyi Telephone No. : 017620 6320 E-Mail adder : derrick.m@govanmbeki.gov.za</p> <p>Tenderers must sign the attendance list in name of the tendering entity.</p>
1.2.7	The closing time for submission of tender offers is as indicated in the tender notice and invite
1.2.8	Alternative offers will not be considered
1.2.9	Additional copies of the tender offer, document will not be required
1.2.10	<p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box : Govan Mbeki Municipality Physical address : Ground floor, Secunda Municipal Building, Horwood Street</p> <p><u>Identification details:</u> As indicated in the tender notice</p> <p><u>Tender No. 8/3/1-7/2023: Operation and Maintenance of the Bethal waste disposal site for a period of 36 months</u></p>
1.2.11	A two-envelope procedure will not be followed

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BIDDER		WITNESS		EMPLOYER		WITNESS

1.2.12	The site of works is located at Govan Mbeki Municipality
1.2.13	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: Time: 12H00 hours on 26/02/2024</p> <p>Location: Finance Boardroom, 2nd floor, Horwood Street, Secunda,2302 Should the details of the room location where tenders will be opened change; it can be obtained on the day from room B207.</p>
1.2.14	<p>The procedure for the evaluation of responsive tenders is Method 1 accounting to the 80/20 Preferential Procurement Point System.</p> <p>The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1</p>
1.2.15	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database; b) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: <ol style="list-style-type: none"> i) abused the employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect; e) it is considered that the performance of the services will not be compromised through any conflict of interest.
1.2.16	The number of paper copies of the signed Contract to be provided by the employer is one (01)

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		BIDDER	WITNESS		EMPLOYER	WITNESS

T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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		BIDDER		WITNESS	EMPLOYER	WITNESS

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer’s agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer’s right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 3.11** is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

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2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- 2.10.5 Complete and sign form of offer and MBD3.1/MBD3.3/Bill of Quantities in full. Incomplete documents will invalidate your offer.

2.11 **Alterations to documents**

Not make any alterations or additions to or dismantle the tender documents. All signatories to the tender offer shall initial all alterations. Erasures and the use of masking fluid are prohibited.

All supporting documents to the tender must be attached only at the end of this document as Annexures.

2.12 **Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 **Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink, unless stated otherwise on the tender advert.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign all the pages of the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 **Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

2.15 **Closing time**

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.16 **Tender offer validity**

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 **Clarification of tender offer after submission**

- 2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

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Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3 THE EMPLOYER’S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as

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- individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 Return late tender offers

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 Opening of tender submissions

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

3.4.3 Make available the record outlined in **clause 3.4.2** to all interested persons upon request.

3.5 Two-envelope system

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

1.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 Arithmetical errors, omissions and discrepancies

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **clause 3.11** for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 **Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 **Evaluation of Tender Offers**

3.11.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria that are specified in the tender data.

3.12 **Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 **Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
- g)

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3.14 Prepare contract documents

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.16 Notice to unsuccessful tenderers

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.16.2 Bidder's that do not hear anything, after 3 months from closing of this tender, unless communicated otherwise, must consider their bid as unsuccessful.

3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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T2 RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 3 : Commitments of tenderer
- 1.4 Schedule 4 : Record of addenda to tender documents
- 1.5 Schedule 5 : Compulsory enterprise questionnaire
- 1.6 Schedule 6 : Municipal Service Account

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 1 : Invitation to bid
- 2.2 MBD 4 : Declaration of interest
- 2.3 MBD 5 : Declaration for procurement above R10-million
- 2.4 MBD 6.1 : Preference Points Claim Form
- 2.5 MBD 7.1 : Contract form for purchase of goods / works
- 2.6 MBD 7.2 : Contract form for rendering of Services
- 2.7 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.8 MBD 9 : Certificate of Independent Bid Determine

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T2.2 RETURNABLE SCHEDULES

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**T2.2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION
PURPOSES**

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SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

(Enterprise Name)	
Held at	(place)
On	(date)

RESOLVED that:

1.	The enterprise submits a bid / tender to the Govan Mbeki Municipality in respect of the following project:	
	TENDER 8/3/1-7/2023: OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS	
2.	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.		

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP
Not compulsory

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SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises: (List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)	
	To the to the Govan Mbeki Municipality in respect of the following project	
	TENDER 8/3/1-7/2023: OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS	
2.	Mr/Mrs/Ms	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.	
2.3	The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	
	iv) Fax Number	

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All documents applicable to this Schedule must be attached as Annexure A

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

Enterprise Stamp

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SCHEDULE 3

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

Current Projects / Contract	Organization	Contact Person Name	Contact Tel. No.	Contract Amount	Contract Period	Date of Commence-ment	Scheduled Date of Completion
1.							
2.							
3.							
4.							
5.							

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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BIDDER

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SCHEDULE 4

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Govan Mbeki Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Govan Mbeki Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.	8/3/1-7/2023					
	BIDDER		WITNESS		EMPLOYER	WITNESS

SCHEDULE 5**COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise**Section 2: VAT registration number, if any****Section 3: Particulars of sole proprietors and partners in partnerships**

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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BIDDER

WITNESS

EMPLOYER

WITNESS

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

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

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

TENDER NO.	8/3/1-7/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

TENDER NO.	8/3/1-7/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

SCHEDULE 6

MUNICIPAL SERVICE ACCOUNT

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder or any of its directors whose municipal services account are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services of the service provider are not in arrears for more than three months, with the relevant municipality.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal services account?		
3.	Is your municipal services account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, Please attach Copy of current municipal services account (not older than 3 months) or copy of Lease Agreement – Compulsory		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON RESPONSIVE**

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BIDDER		WITNESS		EMPLOYER	
		WITNESS			

1. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer’s profile and tax status.
3. Application for the tax compliance status (TCS) certificate or PIN may be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za
4. Foreign suppliers have must complete the pre-award questionnaire in part 2.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO / N/A |
| 2. Does the entity have a branch in the RSA? | YES / NO / N/A |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO / N/A |
| 4. Does the entity have any source of income in RSA? | YES / NO / N/A |
| 5. Is the entity liable in the RSA for any form of Taxation? | YES / NO / N/A |

(IF THE ANSWER IS “NO”TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....
Signature of BIDDER

.....
Date

.....
Capacity under which this bid is signed

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		BIDDER		WITNESS	EMPLOYER	WITNESS

MBD 4**DECLARATION OF INTEREST**

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

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

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BIDDER		WITNESS		EMPLOYER		WITNESS

3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		

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BIDDER

WITNESS

EMPLOYER

WITNESS

3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>“1In the service of the state” means to be –</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity; (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature. <p>“2 Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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	BIDDER		WITNESS	EMPLOYER		WITNESS

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:

		Tick applicable box	
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.	Yes	No
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.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

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	BIDDER	WITNESS	EMPLOYER	WITNESS		

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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		BIDDER		WITNESS	EMPLOYER	WITNESS

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to written offer:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

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	BIDDER		WITNESS	EMPLOYER	WITNESS

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“race (HDI)”** means a company owned hundred percent by previously disadvantaged people in terms of colour (Blacks)
- (g) **“people with disability”** means physical or mental condition that limits a person’s movements, senses or activities.
- (h) **“youth”** a person between the age of 15 and 35 years.
- (i) **“woman”** means a female human being.
- (j) **“RDP”** Reconstruction and Development Programme is a South African socio-economic policy framework document.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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		BIDDER		WITNESS	EMPLOYER	WITNESS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race (HDI)	6	
Person with Disability	4	
Youth	4	
Women	4	
RDP	2	
Total Points Claimed		

NB: Bidders must submit the following documents to claim the above-mentioned points:

- CSD Report
- Certified ID Copy
- Proof of Disability from a registered medical practitioner.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

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BIDDER

WITNESS

EMPLOYER

WITNESS

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

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	BIDDER		WITNESS		EMPLOYER	WITNESS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

- I hereby undertake to render the services as described in the attached bidding documents to Govan Mbeki Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **8/3/1-7/2023** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

TENDER NO.	8/3/1-7/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity
 as _____ accept your bid under
 reference number **8/3/1-7/2023** dated _____
 for the rendering of services hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.
2. 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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (IF APPLICABLE)

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	

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BIDDER		WITNESS		EMPLOYER		WITNESS

MBD 8**DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page	Yes	No
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

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		BIDDER		WITNESS	EMPLOYER	WITNESS

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

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

TENDER NO.	8/3/1-7/2023					
	BIDDER	WITNESS	EMPLOYER	WITNESS		

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ²Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
 - 1 Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - 2 Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER 8/3/1-7/2023: OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS

in response to the invitation for the bid made by:

NAME OF MUNICIPALITY / MUNICIPAL ENTITY
--

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

I certify, on behalf of:

NAME OF REPRESENTATIVE

that:

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

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 Bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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THE CONTRACT

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C1 AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER & ACCEPTANCE

C1.1.1 FORM OF OFFER (COMPUSLSORY)

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

Bid / Tender Number	8/3/1-7/2023
Tender Title	OPERATION AND MAINTENANCE OF THE BETHAL WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer,whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

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C1.1.2 FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Service Level of Agreement as signed by the parties.

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, will only be valid if reduced to writing and signed by both parties.

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

Unless otherwise specified elsewhere in this bidding document or any subsequent written agreement entered into between the parties, this agreement comes into effect on the date when the Employer communicates the acceptance and/or conditions of acceptance of the tenderer's offer in writing or signs the acceptance part of the Offer and Acceptance, whichever occurs first.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	Govan Mbeki Municipality		
Address of organization	Horwood Street, Secunda CBD, Secunda,2302		
Signature of witness		Date	
Name of witness			

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C1.1.3 SCHEDULE OF DEVIATIONS

STANDARIZED ITEMS OF SCHEDULE OF DEVIATIONS:

- Any clarification of the terms of the offer provided by the tenderer in writing
- Any clarification, confirmation or changes to the documents provided by the Employer in writing prior to or simultaneous with award / written acceptance of the offer,

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of written acceptance of its offer shall have any meaning or effect in the contract between the parties arising from this agreement.

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C1.2 CONTRACT DATA**PART 1 - DATA PROVIDED BY THE EMPLOYER**

The employer is the **Govan Mbeki Municipality**.

The authorized and designated representative of the employer is:

Name of employer:	Govan Mbeki Municipality
The address for receipt of communications is:	Govan Mbeki Municipality Horwood Street Secunda CBD Secunda 2302
Telephone:	(017) 620 6000
Facsimile:	N/A
Email:	derrick.m@govanmbeki.gov.za
The project bid number and name:	Operation and Maintenance of Bethal waste disposal site, 8/3/1-7/2023

Note :

The location for the performance of the Project is **the municipal area of Govan Mbeki**.

The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions:

- Appointing subcontractors for the performance of any part of the services,
- Appointing key persons or personnel not listed by name in the contract data.
- Copyright of documents prepared for the project shall be vested with the employer.

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PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

The service provider is	
Name	
Address	
Telephone:	
Facsimile:	
The authorized and designated representative of the service provider is	
Name	
The address for receipt of communications is	
Telephone	
Facsimile	
Email	
Address	

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C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning
Example: M	Meter

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will invalidate your offer. Alterations must be acknowledged as per clause 2.11 of '1.3 STANDARD CONDITIONS OF TENDER'.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or "-"
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or "-"
- p) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

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C2.2 MBD 3.1 BID PRICE**BID PRICE****OPERATION AND MAINTENANCE OF BETHAL LANDFILL SITE FOR A PERIOD OF 36 MONTHS**

BREAKDOWN OF FIXED MONTHLY CHARGES					
ITEM	TASK	UNIT	QUANTITY	RATE	TOTAL IN 36 MONTHS
4.1	Project Manager	Month	1	R	R
4.2	Supervisor	Month	1	R	R
4.3	Gate keeper/Waste recorder	Month	1	R	R
4.3	Spotter	Month	2	R	R
4.4	General workers	Month	2	R	R
4.5	Operator	Month	2	R	R
4.6	Drivers	Month	1	R	R
4.7	Supply & maintenance of portable toilets	Month	2	R	R
4.8	Security officers (1 during the day only)	Month	1	R	R
4.9	Managing of recyclers	Month	1	R	R
TOTAL					R

ITEM	TASK	UNIT	QUANTITY	RATE	TOTAL IN 36 MONTHS
5.1	Mid-size Dozer (Full Time)	Month	1	R	R
5.3	10m3 Tipper truck (Full Time)	Month	1	R	R
5.4	TLB (Full Time)	Month	1	R	R
TOTAL					

ITEM	TASK	UNIT	QUANTITY	RATE	TOTAL IN 36 MONTHS
9.1	Landfill site internal/external audits	Annually	1	R	R
TOTAL					

ITEM	TASK	UNIT	QUANTITY	RATE	TOTAL IN 36 MONTHS
7.1	Supply, erection of notice boards, traffic control and direction signages.	Once of	1	R	R
7.4	Supply of temporary guardhouse.	Once off	1	R	R
15	Training for fire fighter	Once-off	1	R	R
16	Training for first aider (Level 1)	Once-off	1	R	R
17	Training for safety representatives	Once-off	1	R	R
TOTAL					

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ITEM	TASK	UNIT	QUANTITY	RATE	TOTAL IN 36 MONTHS
7.2	Replacement and maintenance of notice boards, traffic control and direction signages.	As required	1	R	R
TOTAL					

	TOTAL TENDER AMOUNT	R
	VAT (15%)	R
	TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER	R

Payment will be in accordance with the tendered pricing schedule and shall include the fixed charge and total number of tons for the invoice period.

- **NB: ESCALATION OF PRICES SHOULD BE PER ANNUM AFTER 12 MONTHS OF THE CONTRACT, CALCULATED ON THE CONSUMER PRICE INDEX (CPIX) IN RESPECT OF THE MONTH IN WHICH ESCALATION IS APPLIED (THE ANNIVERSARY MONTH).**
- **ALLOCATION OF WORK WILL BE LIMITED TO THE AVAILABLE BUDGET**

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

C3 SCOPE OF WORKS

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1. INTRODUCTION AND BACKGROUND

The Bethal waste disposal site, is classified as a G:M:B- or Class B site in terms of Regulation R.636 of 23 August 2013, published under the National Environmental Management: Waste Act, 2008 (Act 59 of 2008). This landfill site mainly receives waste from Bethal and eMzini, which comprises of general waste and coal ash from residential coal stoves.

The Bethal waste disposal site started operations in approximately 1987 by the former Bethal Town Council and was established in an old borrow pit. No environmental impact assessment studies were done prior to the starting of operations and the site was not operated according to proven engineering principles as detailed in the "Minimum Requirements for Waste Disposal by Landfill". The site was basically operated as a "refuse dump". The site is not lined and no gas or leachate management is practiced on site.

The Bethal waste disposal site receives on average between 1000 and 3000 tons of general waste per month.

This contract provides for the operation and maintenance of the Bethal waste disposal site which includes; the supply of all specified labour, plant, tools, equipment and management necessary to operate the landfill in an effective and environmentally sound manner, in order to ensure compliance with relevant legislation.

Description of Landfill and Access

The Bethal waste disposal site is situated on ERF 9946 eMzini extension 11 and falls within the Bethal service delivery area.

2. DETAILED DESCRIPTION OF WORK

2.1 Maintenance of the Landfill

The Contractor shall maintain all aspects of the Landfill to ensure its smooth and efficient operation and prevent undue deterioration of any item. The Contractor shall bear all maintenance costs, repairs costs, materials cost and/or replacement of equipment required for the execution of the contract.

In maintaining the Landfill, the Contractor will be expected to perform maintenance work on his own initiative and without first being ordered to do so by the Relevant Authorised Person.

2.2 Facilities, equipment, items and consumables

The operator shall provide:

- Portable fire extinguishers to be provided where necessary;
- Supplies for maintenance and repairs of equipment and vehicles;
- Small tools;
- Fuel and fuel storage is not compulsory
- All traffic control and direction signs;
- Any other operational signage,
- First aid equipment;
- Personal Protective Equipment (PPE); and
- Any other requirements from the License Holder relating to the successful and legally compliant operation of the site.

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3. INFORMATION THAT WILL BE PROVIDED BY THE MUNICIPALITY

Landfill site permits/ license.
 Integrated waste management plan
 Map of the landfill site area
 Health and Safety requirements.

4. PURPOSE OF THE CONTRACT

The purpose of the contract is to procure the services of a Site Operator (Service Provider) with requisite experience and technical competence in waste disposal management by landfilling. The service provider will be required to perform, amongst others, the following duties for the landfill site:

Operations and maintenance of the Landfill Site including the provision and supply of landfill plant and equipment to execute the operations on a daily basis:

- a) Access and vehicle Control
- b) Landfill drainage maintenance
- c) spreading and compaction of deposited waste to the required densities at the required slopes;
- d) Importing or stock piling of cover material
- e) On-going capping of the site including shaping of side slopes to the required gradient
- f) Sufficient daily covering to isolate the waste from the environment;
- g) Construction and maintenance of a wet weather cell to accommodate one week's waste;
- h) Routine and continuous maintenance of plant, equipment and facilities;
- i) All operations to be in line with conditions stipulated in the Minimum requirements of waste Disposal by landfill, Classification System, licence and permit conditions of the site;
- j) Ensuring availability of a working face with sufficient cell capacity to accommodate at least one week's waste.
- k) Directing and routing traffic within the landfill site and to and from the active cell/working face in the form of barriers, signs, or a combination of both

5. DURATION OF THE CONTRACT

The Contract will be for a period thirty-six (36) months.

6. MONITORING AND SUPERVISION

The Work of the Site Operator /Service provider will be supervised by the section Solid Waste Management.

7. NATURE OF CONTRACT

- **Provision of Plant, Equipment, Personnel and Fuel**

As a general provision, the Site Operator shall ensure that plant, equipment and personnel on site must be appropriate for the size and type of the landfill operation. The Site Operator shall provide the optimal plant mix as specified to be able to landfill the deposited waste at the landfill site during the specified working hours in line with the landfill permit conditions or waste management license, the "*Minimum Requirements for Waste Disposal by Landfill, 2008, The National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008), National Waste Information regulations Gazetted 13 August 2012 and Waste classification and regulations, national norms and standards Gazetted 23 August 2013.*

The Site Operator will make available the plant and equipment with the required personnel and fuel to operate the landfill site to give Govan Mbeki Municipality (Solid Waste Management) uninterrupted service during the hours of operation. Plant can either be owned or leased as follows:

Table A: Plant and Equipment required at Bethal waste disposal site:

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DESCRIPTION OF PLANT AND EQUIPMENT		QTY	REMARKS
1	Dozer	1	Full time
2	10m ³ Tipper truck	1	Full time
3	TLB	1	Full time

All plant provided by the Contractor shall, when brought onto the Landfill, be deemed to be exclusively intended for the execution of the Works, and the Contractor shall not remove the same or any part thereof without the written consent of the Govan Mbeki Municipality. The Contractor shall notify the Municipality in writing of all hired, purchased and leased plant and of the name and address of the owner thereof.

All plant used on the Landfill shall be suitable for the prevailing Landfill conditions, prevailing road conditions, of adequately rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of dust, noise and air pollution. Properly qualified/trained and experienced operators shall operate the plant.

In the event of a breakdown occurring, the Contractor shall be capable of calling upon such backup plant as is necessary to ensure that the proper Operation and Maintenance of the Landfill is not placed in jeopardy.

NOTE

Back-up plant and equipment for operation and maintenance of Bethal waste disposal site, will be required within 20 working hours of primary (full time) equipment breakdown.

In an event where the dozer break down, the minimum temporary replacement plant will be limited to a dozer up to 20 working hours and the replacement of the primary equipment.

Should plant not be replaced or repaired within the stipulated time frames above, penalties will be applied.

Take Note: All plant must not be older than ten years from date of purchase as indicated on evaluation criteria. Evidence of plant age and/or documentation indicating intention to enter into lease agreement must be submitted with the bid document. Failure to submit will lead to points not being allocated on functionality.

- **Supervision of the landfilling equipment on the Landfill Sites**

The Site Operator/Service Provider shall supervise all landfill plant/equipment at all times and ensure that such is operated in accordance with the standard operating procedures. Furthermore, the Site Operator shall be required to comply to the Occupational Health and Safety Act (Act 85 of 1993) and regulations promulgated in terms of the Act when operating plant and equipment.

- **Scope of Work**

The scope of work will include the Permit Conditions, Waste Management License and not limited to:

7.1 Waste Disposal

The Site Operator and the Govan Mbeki Municipality Solid Waste Management will agree on the method of working in line with the permit conditions, waste management license, the "*Minimum Requirements for Waste Disposal by Landfill, 2008, the National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008)*", *National Waste Information regulations* Gazetted 13 August 2012 and *Waste classification and regulations, national norms and standards* Gazetted 23 August 2013. Waste Disposal will be in accordance with the site operational plan.

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The Site Operator will deposit waste in accordance with the operational plan as approved by Govan Mbeki Municipality.

The Site Operator will be responsible for:

- a) Setting up and enforcing pre-acceptance and acceptance procedures of waste at the landfill site of their responsibility and where applicable request information and/or samples to be provided prior to the transport of waste to the site, to ensure that the waste is within the requirements of the site permit conditions, waste management license or Minimum Requirements.
- b) Ensuring that waste acceptance and disposal procedures on site are compliant with relevant applicable legislation, regulations and site permit, waste management license or Minimum Requirements.
- c) Screening out hazardous and prohibited wastes from the general solid waste stream to reduce the risk of injury to landfill workers, risk of fire and explosion and limit the potential to contaminate the receiving environment.
- d) Strictly managing waste deposition operations on site within permit conditions, waste management license or Minimum Requirements applicable to the character and classification of the site.
- e) Assuring that the landfill site do not pose an unreasonable risk or adverse effect on human health or the environment by demonstrating an acceptable level of compliance with applicable regulatory and legislative requirements.
- f) Ensuring availability of a working face with sufficient cell capacity to accommodate at least one week's waste.
- g) Maintaining an emergency cover material stockpile on site in line with the Minimum Requirements of Waste Disposal by Landfill (One month of cover material must always be available on stockpile).
- h) Directing and routing vehicle traffic within the landfill site and to and from the active cell/working face in the form of barriers, signs, or a combination of both as reasonably possible to ensure smooth operation and management of the site.
- i) Managing the interaction between the Reclaimers and operations on site and landfill Site Users.
- j) Establishing, operating and maintaining an easily accessible wet weather cell constructed close to the working face or close to an all-weather road, for use under abnormally wet weather conditions. The wet weather cell must have sufficient capacity to accommodate one week's waste.
- k) Applying sanitary landfill principles of compaction and cover in line with permit conditions, waste management license or minimum requirements in order to prevent the development of nuisances such as litter, flies, odour, vermin and dust.
- l) Develop a waste disposal site operational plan
- m) Waste deposition and compaction. Waste deposition will be conducted in adherence with the proven sanitary landfill principles (as per "Minimum Requirements for Waste Disposal by Landfill, 1998") of spreading, compacting and daily covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material on each operating day. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as condition permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

7.2 The cell shall be constructed as follows:

- Screening berms are to be constructed along the outside face of the landform. Soil shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
- Internal berms are to be constructed along the sides of the cell when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,0m to 1.0 m high berms tipped at the natural angle of repose before it is compacted and covered with daily cover to form the sides of the proposed cell. Landfilling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste. The floor of the cell will have been compacted by the contractor prior to waste being placed (i.e. previous layer of covered waste).

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- Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of the dozer per layer of waste. Once compacted, the height of a cell will not exceed 1,0 m in any situation.
- In order to maximise compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.

The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, towards the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste. Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.

At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, intermediate cover shall be placed at a thickness of 300 mm. Builders rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer.

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

- Manoeuvring space at working face

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

- Animal carcasses

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

- Spoilt foodstuff / Liquor / Beverages

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

- Wet weather

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

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

- Vehicles stuck on site

The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or towbars, and he/she shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out. The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty should vehicles be pushed out.

- Control of nuisances

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

- Odour (by applying sanitary landfill procedures for compaction and covering).
- Flies and rodents (by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.)
- Noise (by ensuring that all plant silencers, etc. are in good working order) and by limiting the operations to the prescribed hours.
- Wind-blown litter (by applying sanitary landfill procedures of compaction and covering, as well as picking up the litter which has been scattered in the area). Litter pickers should be deployed for litter picking on a daily basis.

7.3 Covering of Deposited Waste

- A. The Site Operator shall ensure without fail that the working area is entirely covered with a suitable cover material.
- B. The application rate shall be an average thickness of 150mm in line with the permit, waste management license or Minimum Requirements.
- C. Site Operator will source cover material from materials brought to the site.

The sourcing of cover material shall include loading and transportation thereof

- D. The quality of the cover material must comply with the Minimum Requirements for Waste Disposal by Landfilling.

7.4 Maintenance of internal roads within the landfill site

The Site Operator shall be responsible for the maintenance of access roads inside the landfill site and construction of access road on the waste body with builder's rubble on an ongoing basis with no additional cost to Govan Mbeki Municipality.

The Site Operator shall maintain the road surfaces inside the landfill site in a state where the listed average turnaround times from the entrance (gate) to the active waste cell and back to the entrance (gate) can be safely achieved. Further-more the Site Operator shall enforce the stipulated speed limit as indicated on site and signage.

In repairing the roads, the Site Operator shall:

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- a) Use suitable road building material excavated from site (where available), deposited on site, or crushed from deposited builder’s rubble by the Site Operator and arranged into stockpile on site.
- b) Use alternative suitable road building material imported from outside the landfill site at no cost to Govan Mbeki Municipality arranged into a stockpile on site by the Contractor.
- c) Ensure that there is always adequate stockpile of road building material on site and never lower than one month of supply of the required stockpile of fill material.
- d) Maintenance of access roads and controlling of traffic within the site
- e) The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period.
- f) The roads must be:
 - Usable in both wet and dry conditions. comfortably able to accommodate two large passing vehicles. sufficiently smooth and even, without potholes, to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
 - flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill and have sufficient surface drainage for wetweather. A road along the perimeter of the fence must be provided and maintained for security patrol and fire control purposes. Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.

7.5 Completed Slopes and ongoing rehabilitation

The slopes of the completed cell must be in line with the recommended gradient of 1 vertical: 3 horizontals.

The contractor shall be responsible for the ongoing closure and rehabilitation of the landfill site.

7.5.1 Waste reclamation

The Govan Mbeki Municipality does not prohibit waste reclamation at its landfill site, since landfills do represent an important resource base for the poor, previously disadvantaged sector of the population, informal salvaging cannot be completely eliminated. The Govan Mbeki Municipality has provided limited space on the landfill temporary storage of recyclable material on the landfill site.

Therefore, the Site Operator shall:

- a) Develop an on-site waste reclamation plan (approved by the department) to facilitate, formalize and control reclamation activities;
- b) Manage the process of site access with those reclaimers that are permitted to enter the site during normal working hours;
- c) Develop and implement a system to record the total amount of waste reclaimed from site and provide evidence thereof;
- d) Develop a health and safety manual for the landfill site in order to encourage safe working conditions and ultimately improve safety and minimize health risks;
- e) Manage the reclaimers at the working face in order to minimize the interaction between the plant and/or equipment used on the landfill site and the reclaimers. It will be the responsibility of the Site Operator to ensure that the reclaimers are kept away from the plant on the working face.

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- f) Regular meetings must therefore be held between the Site Operator and the Reclaimers or their representatives, in order to advocate, educate them and negotiate with them on where applicable.
- g) The Site Operator will be responsible in keeping the landfill site orderly and clean including the area used or allocated for reclamation of materials.
- h) The Site Operator will be responsible for depositing the residue material from the reclamation activities on the landfill site at no additional cost to Govan Mbeki Municipality.
- i) The Site Operator will also be responsible for keeping auditable records for each category of waste reclaimed in accordance with the permit requirements, waste management license or Minimum Requirements
- j) The Site Operator shall be responsible for the development and implementation of a waste minimization and diversion plan for the site. The plan shall be approved by the Manager Solid Waste of Govan Mbeki Municipality

7.5.2 Disposal of tyres

No tyres will be allowed for disposal at the landfill site.

7.5.3 Resources and Personnel

It is a Minimum Requirement that there are sufficient resources to meet the permit requirements, waste management license and the Minimum Requirements relating to the operations, technical and management aspects of the landfill sites.

The contractor may be required to supply temporary structures as and when required at their own cost .The Contractor will be responsible for the care and maintenance of all buildings and structures at the Landfill site at their own cost

The Site Operator must at all times provide suitably trained staff and back-up in order to ensure an ongoing environmentally acceptable waste disposal operation. It is a Minimum Requirement that the operation of Bethal waste disposal site within the Govan Mbeki Municipality is carried out under the direction of suitably qualified and experienced staff complement, the minimum required will be in the form of an experienced full-time site supervisor to manage the site with a minimum of 5 years' experience on a G:M:B- or higher class site. The experience and qualifications of the site supervisor shall comply with the "Minimum Requirements for Waste Disposal by Landfill, 1998", as issued by the Department of Water Affairs. *Bidders shall submit CV with contactable references with the bid document of which failure to do so will result in no points being allocated for functionality.*

The responsible person must in all cases be supported by suitably qualified and competent staff such as:

- Security Guards, supplied by the service provider (PSIRA compliant)
- General workers
- Spotters
- Plant operators, drivers etc.

The support staff must be fully (knowledgeable) with the operations of a landfill site. This staff complement should be appropriate for the size and type of the operation, as well as with the facilities and plant involved.

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7.5.4 Electricity, Water and Sanitation

No electricity supply is available on site. The contractor must provide and maintain its own power supply in the form of a generator or solar electricity.

If it happens during the duration of the contract that the Municipality is able to provide a permanent electricity supply to the landfill site, the contractor will be notified of the project. After completion, the electricity supply will be metered and will be for the contractors account

7.5.5 Weighbridge maintenance

No weighbridge

7.5.6 Occupational Health and Safety Plan.

In terms of the provisions of the Occupational Health and Safety Act, Act no. 85 of 1993, as amended at the date hereof hereinafter referred to as the act, the Site Operator shall:

- a) Keep itself apprised of the amendments of the ACT such that it will be compliant at all times.
- b) The Site Operator as an employer in its own right and in its capacity as Site Operator for the execution of the Works, shall have certain obligations and arrangements as per the ACT to ensure compliance by the Site Operator with the provision of the ACT.
- c) The Site Operator shall ensure that workers deployed on the project have received accredited training in the health and safety relevant to the work to be performed on the project.
- d) Keep records of all relevant training given to landfill site workers in each of the workers file.
- e) In case of trained employee resigning, similar training must be provided to other staff to maintain the required number of trained staff on site.

NOTE

Bidder shall submit a draft OHS plan suitable for the operations and maintenance of a landfill site which should, amongst others, address all of the above. The Plan will be subjected to revision on appointment within the initial one (1) month of commencement of the contract or operations. Bidders will be required to submit a Safety File for approval by municipal safety Officer.

7.12 Charges for Disposal

Currently the GMM has no formal charges for the disposal of waste at the landfills.

8 NOTICE TO BIDDERS

The following information is provided to assist Bidders. Govan Mbeki Municipality gives no assurances or warranties as to the accuracy or to future trends. The Site Operator will need to satisfy itself with regards to the accuracy of the statistics and make suitable provision in the rates to cover the cost of providing the services.

The Site Operator will be responsible for operating the site each day, excluding Saturdays, Sundays and **Public Holidays.**

9 General Information

The following are the general information of Bethal waste disposal site:

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NAME OF THE SITE	TYPE	CLASS
1 Bethal waste disposal site	G:M:B-	B

Operating Hours:

MONDAY-FRIDAY			
1	OPERATING DAYS	OPENING TIME	CLOSING TIME
2	MONDAY TO FRIDAY	07:30	16:30

Take Note: The Site Operator shall allow itself time to cover the working-face on a daily basis as per the site permit, waste management license and Minimum Requirements for waste disposal by landfill.

Use of landfill sites after hours:

As a result of contextual circumstances, which includes after hours waste collection and shift employees will be allowed to offload and only until 22:00 or as directed. The Site Operator will not be expected to compact and cover the waste loads that will be disposed of after hours on the same day. All other waste is however to be compacted and covered by the end of each working day including waste that disposed of after hours on the previous day.

10 SCOPE OF WORK, MEASUREMENT AND PAYMENT

The Site Operator will keep all areas of the landfill site in a clean, orderly and litter free condition, weeding, spillages, and general housekeeping and cleaning of 500m buffer zone from the fence line, in line with the Govan Mbeki Municipality requirements and at no cost to the municipality.

11 PRINCIPLES APPLICABLE TO THE ACCEPTANCE OF WASTE AT ALL LANDFILL SITES

11.5 No condemned food waste will be accepted on the site, except as directed by the Environmental Health Practitioner (EHP) of the Gert Sibande District Municipality (GSDM) as competent authority and generators should be advised to contact GSDM immediately without leaving the Site as the EHP has established standards and procedures in this regard.

11.6 The Site Operator shall, as part of this Operational Contract: Designate a Responsible Person dedicated for site management accordance to the Permit Conditions, Waste Management License or Minimum Requirements.

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

- Household waste;
- Garden waste;
- Business waste (non-hazardous)
- Building rubble; and
- Industrial waste (non-hazardous).

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BIDDER

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Wastes prohibited from being disposed of at the landfill include:

- Nuclear waste;
- Hazardous waste;
- Flammable waste;
- Corrosive substances;
- Oxidising substances and organic peroxides;
- Carcinogens/mutagens (see Licence for specific details);
- Infectious waste;
- Explosives;
- Compressed gases;
- Radioactive materials;
- Complexes of heavy metal cations (paint and paint sludges or laboratory chemicals); and
- Any waste which is difficult to analyse and classify.

Further to this, all steps must be taken to ensure that none of the following are disposed of at the site, in accordance with site Licence and permit

- Organic or inorganic elements or compounds which may have definite acute or chronic negative effects on human health and/or the environment due to its toxic, physical, chemical or persistent characteristics;
- Medical waste; and
- Scheduled pharmaceuticals.

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

In the interests of environmental protection and complying with the site permit requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The vehicle owner, engineer and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from waste disposal facility.

The contractor shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.

12 SECURITY

The Service provider will be responsible for security management services of the entire site and its entire perimeter. The security of the site shall be 8 hours/ day All Year-around (Monday-Friday) including weekends (Saturday-Sunday) and All Public Holidays and inclusive of Christmas Day.

The service provider must provide a PSIRA (Private Security Industry Regulating Authority) registered Security Company, to perform security function on a 24/7-hour basis.

Security personnel must be issued with reliable communication devices, self defense mechanisms or apparatus. Should the contractor require further security measures to protect equipment and property, he/she may take such measures at his/her own cost

Provision is to be made for the fact that no unauthorized entry is allowed, and salvaging on the working face do take place in accordance with the reclamation plan of the site operator

13 RECORD KEEPING

The Site Operator shall submit plans for recordkeeping and reporting system. The plan shall amongst others include manual and electronic records of the following:

- a) Permits/Licenses/certificates of compliance applicable to the site
- b) Plant deployed on site on daily basis/equipment operation and maintenance statistics

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- c) Log books for all plant, Equipment and Personal deployed on site/daily log of activities.
- d) Assets register for Office furniture and equipment for site use if applicable.
- e) Incidents and accidents log book.
- f) Occupational health and safety meetings minutes.
- g) Jobs created. (list of employees)
- h) Skills transfer program. (training certificates)
- i) Fuel Diesel consumption.
- j) Planned Maintenance Program.
- k) stock control registers.
- l) Service and maintenance records for Plant and equipment.
- m) Occupational safety records, including safety training, surveys, personnel requirements etc.
- n) Hazardous waste turnaway register .
- o) Emergency preparedness plan
- p) Complaints and complement register .

14 REPORTING

The Site Operator shall be responsible for ensuring that:

- a) All personnel at the site know the procedures for reporting accidents, injuries, fires and other unusual occurrences on site.
- b) Incident reporting instructions are regularly updated to ensure that latest Telephone numbers for ambulance; doctor, hospital, fire department; law enforcement and spill response are readily available as and when required.
- c) Where an incident occurs on site, the Site Operator will ensure that the incident is recorded and reported to the Govan Mbeki Municipality, relevant authorities and law enforcement agencies within a prescribed timeframe stipulated in the operating permit.
- d) Where an injury has occurred, the Site Operator shall ensure that the injured are provided with life-saving first aid assistance, treatment for minor cases and in more severe cases the injured must be taken to nearest hospital.
- e) Monthly reports are compiled and submitted to the Govan Mbeki Municipality on an approved format and presented by the Project Manager at the Monthly operational meeting and Quartley at the Leandra landill site Compliance Monitoring committee Meeting.

The site Operator must ensure that there is provision for reports and information back up and such information is kept for 5 years as per the National Archives and Record Service of South Africa Act.

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15 MONTHLY MEETINGS

All monthly operational meetings are to be chaired by the Head of Department or Delegated Official. The monthly meetings will amongst others cover the following items:

- a) Site Operator’s Performance against SLA and Scope of Work.
- b) Site Compliance against Permit or License.
- c) Invoices and Statement.
- e) Penalties.
- f) Incidents.
- g) Breakdowns.
- h) Plant Availability.
- i) Complaints .
- j) Directives from the Relevant Authorities.
- k) Inspection Reports
- l) Compliance Monitoring Committee minutes/report.
- m) Environmental compliance Audits
- n) Reclamation

16 RECLAIMERS MANAGEMENT PLAN

The Site Operator shall have Reclaimers Management Plan approved by Govan Mbeki Municipality (or relevant authorities) to ensure a safe and clean working environment. The plan will be adjusted in line with the prevailing working conditions. The adjustment against approved Safety Plan and Reclaimers Management Plan will be recorded and be sent to the Project Manager or authorized person for approval.

17 HEALTH AND SAFETY PROCEDURES

The Site Operator shall:

- a) Ensure that workers deployed at the Govan Mbeki Municipality site continuously receive refresher safety training courses. Records of such courses must be kept.
- b) Keep the record of all the relevant training given to the worker on file. The Manager Solid Waste Management or delegated official reserves the right to inspect training records for workers deployed at Govan Mbeki Municipality, Bethal waste disposal site.
- c) The Contractor will be responsible for ensuring the safety of all Landfill users, whether they be Contractor's staff, Municipality's staff, or members of the public. In this regard, the Contractor will be responsible for taking all necessary measures to ensure and maintain safety on the entire Landfill for the duration of the Contract. The Contractor shall have authority commensurate with his responsibility. Should the Contractor experience difficulty in ensuring safety because of the actions of the Municipality's employees or members of the public, details shall be supplied to the Relevant Authorised Person, who will take the necessary action.
 - d) The contractor is required to provide PPE to all personnel under his employment, 2 pairs of overalls and a pair of safety boots per employee per year, trainings (First aid level 1, Safety and Basic fire fighting) for relevant employees.
- e) Bidders shall in the bid document provide generic and will within fourteen days of award and prior to commencement of contract furnish the Govan Mbeki Municipality Manager for approval of the updated Operational Plan, Environmental Management systems Plans, Occupational Health and Safety Plan, Emergency Preparedness Plan and Reclaimers Management Plan.

In accordance with Section 18(2) of the Fire Brigade Services Act, 1987 (Act 99 of 1987) the Section Fire Services requires that the following safety procedures be put in place:

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Fire Extinguishers: ensure that fire extinguishers are present and subject to an annual inspection and service as required by the suppliers in the following areas:

- 1 x 4. 5kg dry chemical powder fire extinguisher in the security gate office.
- 1 x 9kg dry chemical powder fire extinguisher.
- 1 x 5kg C02 fire extinguisher in site office if applicable.

When an above-ground Flammable Liquid Storage Tank is installed -

The distance between the above-mentioned tank and the nearest building must not be less than 21m. The above-mentioned tank must have a bund wall around it with a capacity to hold the contents of the tank plus 10 % thereof. The design of the bund wall must allow water to drain out of the bund without letting flammable liquid out.

The following symbolic safety signs must be installed at the above-mentioned tank:

- “NO SMOKING”
- “NO OPEN FLAMES”
- “NO CELL PHONES:

Install 2 x 9kg dry chemical powder fire extinguishers at the above-mentioned tank.

Fire breaks

The contractor will be required to maintain adequate fire breaks, to satisfaction of the employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the out break and spreading of fires and to provide and maintain the acceptable levels of fire fighting equipment on the site. A fire break shall be maintained around the site along the inside of the perimeter fence. All vegetation should be removed from the firebreaks. A minimum width of 5 m should be maintained free of vegetation.

18 MINIMUM REQUIREMENTS

Site supervision

The supervisor must always be on site during operations.

An acting supervisor or replacement must be appointed for the time that the supervisor will be off duty or attending to other commitments, however this may not be done prior to approval by the Manager Solid Waste Management.

Duties of landfill site supervisor will include the following:

- Determine work procedures, prepares work schedules, and oversee workflow.
- Assign duties and examines work for correctness, neatness, and conformance to policies and procedures.
- Oversee all projects at the landfill site, including daily operations, recycling and ongoing closure-related activities.
- Assure that all work is accomplished in accordance with safety procedures.
- Compile required landfill reports.
- Oversee the maintenance and repair of all landfill equipment and facilities.
- Assure an adequate supply of equipment, supplies and materials necessary for ongoing landfill operations.
- Assist subordinate staff in the performance of their duties as required.
- Assist with any other landfill duties.

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a) All plant must not be older than the years as indicated on evaluation criteria from date of purchase. Evidence of plant age and/or documentation indicating intention to enter into lease agreement must be submitted with the bid document.

19 GENERAL MATTERS

The Site Operator shall:

a) Be responsible for continuously operating, maintaining and monitoring of the landfill site in accordance to the site-specific license. Furthermore, the Site Operator must continuously operate and maintain the site, in accordance to the site operating plan(s)/procedure(s) and monitoring plan(s) which will direct the Site Operator on the core principles for the operation of their site in accordance with acceptable standards.

It must be noted that these documents are subject to regular updates by Relevant Authorizing and Licensing Department in the form of Directives and amendments.

b) Note that the Govan Mbeki Municipality is on a fixed Calendar System in terms of its waste collection and operations, therefore the landfill Site Operator will be required and expected to operate Monday to Friday.

The cost for overtime, stand-by and shifts is part of the labour and personnel rates.

c) Upon expiry of the contract period, or any extension thereto, the contractor shall clear away and remove from the site all plant and equipment belonging to him/her and leave the whole of the site clean and in a condition to the satisfaction of the Relevant Authorized Person.

b) Be expected to create jobs in line with Govan Mbeki Municipality guidance. Other supporting staff

Position	Purpose
Gatekeeper/waste recorder	Records all vehicles entering, types of waste and volumes
Security guards	Safeguard site users, personnel.
Spotter X 2	check waste types on vehicles and direct vehicles on the working phase for disposal.
Driver X1	Operate the 10m3 tipper truck / any other vehicle required
TLB operator	Operate TLB
Dozer operator	Operate a dozer
Safety Representative	To ensure operations are carried out in a safe manner and adherence to safety policies.
General worker x 2	Litter picking and other work around the site

20 PLACEMENT OF COVER MATERIAL.

The Contractor will be responsible for excavating and transporting cover material at his own cost. The contractor will be responsible for sourcing the cover material at his own cost if not available on site.

21 VIOLATION OF SITE PROTOCOL

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the landfill site, for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer.

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22 PAYMENTS

Payment will be in accordance with the tendered pricing schedule and the Key Performance Indicators as indicated in the Terms of Reference. All prices should be inclusive of VAT. A valid tax invoice must be submitted by the 01st of each month with all mandatory information and reporting as indicated in the scope of work.

N.B, Payment will not be processed without the submission of reports as indicated above.

23 ELIGIBILITY CRITERIA

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

23.5 Tenderer receives the minimum required points for functionality (60)

23.6 Tenderer has the managerial capacity, reliability and experience regarding the nature of the tender.

23.7 The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;

23.8 The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

23.9 The tenderer has not:

- Abused the Employer's Supply Chain Management System; or
- Failed to perform on any previous contract and has been given written notice to this effect.
- It is considered that the performance of the services will not be compromised through any conflict of interest.)

24 MANDATORY INFORMATION TO BE SUBMITTED

All attachments as indicated on the tender advert and all supporting documents requested for evaluation purposes.

25 JOINT VENTURES AND CONSORTIUMS

The following documents must be attached:

- Copy of Signed Joint Venture Agreement
- Combined Joint Venture BBBEE certificate
- Summary report of Central Supplier Database of JV

26 SERVICE LEVEL AGREEMENT

A service level agreement will be entered into with the successful bidder.

27 ACCEPTANCE OF OFFER

The Municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

28 EVALUATION

Tenders will be evaluated on functionality first. Only tenders who receives the minimum eligible points of 60 and above will be further evaluated on price and preference points.

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29 PENALTIES

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The following penalties shall apply. If, at any stage during the Contract period or extensions thereto, the Contractor fail to provide the service in the manner described in the contract, then the Contractor shall pay to the Municipality a penalty or penalties for each occurrence that such event or such requirements are not met. The Relevant Authorised Person shall be entitled to apply the penalty or penalties in terms of this Clause. The events or requirements for which penalties shall be applied and the corresponding amounts of the penalties are described below:

ITEM	DESCRIPTION OF ACTS, OMISSIONS, EVENTS AND ET AL	APPLICABLE PENALTY
1	Failure by the Site Operator to be on the site on any of the operating days, for each hour or part thereof during the agreed operating hours.	R1,500,00 for each one hour period or part thereof.
2	Failure by the Site Operator to operate the site on any of the operating days, for each hour or part thereof during the agreed operating hours.	R1,500.00 for each one hour period or part thereof.
3.	Failure to provide a full compliment of staff as required in the bid or SLA	Rate as per bill of quantity.
4	Failure by the Site Operator to adequately deposit and cover waste(excluding over night waste) with soil for normal general waste.	R1,500,00 per day
5.	Failure to construct or operate the site in a way to allow water to drain and not cause ponding on site during rainy season	R 1000 per occurrence
6	Failure to prepare a Wet weather cell in preparation of rainy season.	R 5000.00 for first occurrence, and R1,500.00 for consecutive days
7	Failure to replace or repair plant or equipment within 20 hours.	R10 000, 00 per plant/equipment after 20 hours, and R5 000,00 per plant/equipment every 12 hours.
8	Failure to comply with safety requirements and regulations as per the specification.	R2 000, 00 for first occurrence, and R1,000, 00 per day thereafter
9	Unable to attend to complaints from the public (direct or channelled through the Relevant authorized Persons) within 24 (twenty four) working hours of occurrence.	R2000 for first occurrence, and R500 for each further occurrence.
10	Not caring and maintaining the site including scattered waste,removal of illegally dumped waste ,litter picking along access roads and surrounding areas..	R2 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence
11	Allowing the disposal of materials not being permitted for disposal according to the Minimum Requirements for waste Disposal by Landfill 1988, the operational license or the site rules	R6 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R11 000,00 per occurrence.

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12	Failure to record incoming waste on an approved Department of Forestry, Fisheries and Environment (DFFE) template and submit to the municipality on a monthly basis.	R2,000 per occurrence
13	Failure to submit a monthly report to the municipality	R2,000 per occurrence
14	Failure to manage recyclers/ reclaimers on site	R2,000 for the first occurrence, escalating with R500 for each further occurrence
15	Failure to submit to a reclaimers management plan	R1500 per month from the month of no submission
16	Failure to submit an operational plan for approval by the municipality	R1500 per month of no submission of the plan

30 VALIDITY PERIOD

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

C4 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions>.

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ALL DOCUMENTS MUST BE ATTACHED HERE

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BIDDER

WITNESS

EMPLOYER

WITNESS

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