

TENDER DOCUMENT

TENDER NO: SBM 35/21/22

DESCRIPTION: HIRING OF CONTAINERIZED TRUCKS AND CONTAINERS, 30 M³ AND 10 M³ WASTE CONTAINERS, THE OPERATION OF CHIPPER MACHINE BY CHIPPING ALL ADEQUATE GARDEN WASTE ALL MENTIONED WORK TO BE CONDUCTED FOR THE PERIOD FROM 01 JULY 2022 TO 30 JUNE 2025.

CLOSING DATE: 13 MAY 2022

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

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

OR

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

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

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

TENDERER	
NAME OF TENDERER

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ADDRESS
TEL NO
CSD DATABASE REG NO*

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Viandro van Wyk

Tel: 022 701 7168

Fax: 022 719 1024

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

Contact Persons: Mr. Abubaker Nackerdien

Tel: 022 701 7186 / Email: abubaker.nackerdien@sbm.gov.za

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CHECKLIST

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

PLEASE TICK BOX ☒ THE LEFT

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

DECLARATION

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

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI

TENDER SBM 35/21/22

BESKRYWING: DIE PLASING EN VERWYDERING 10m³ en 30m³ VRAGHOUER EN DIE VERVOER DAARVAN MET GESKIKTE VRAGMOTORS EN DIE OPERASIE VAN DIE LANGEBAAN "CHIPPER PLANT" VIR SALDANHABAAI MUNISIPALITEIT VIR DIE PERIODE VAN 01 JULIE 2022 TOT 30 JUNIE 2025.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. Christo de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag 11 April 2022**.

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

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

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Grond Vloer, Hoofstraat 15, Vredenburg, geplaas word voor **12:00 op 13 Mei 2022** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bogenoemde tender nommer en beskrywing.

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

'n Verpligte inligtingsessie sal plaasvind in die "Saldanha Multi-Purpose Centre", geleë te Trichardtstraat 41, White City, Saldanha op **Donderdag 21 April 2022 stiptelik om 12:00**. **Geen grasie periode sal toegelaat word nie. Die volgende Covid-19 protokol sal toegepas word:**

- **Slegs een verteenwoordiger per tenderaar**
- **Vooraf assessering: Temperatuur word gemeet en inligting neer gepen**
- **Sanitasie: Hande was/saniteer voor ingang toegelaat**
- **Masker: Alle verteenwoordigers moet gesigmaskers dra; geen masker, geen toegang**
- **Persoonlike afstand: 1.5m uit mekaar.**

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

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

SALDANHA BAY MUNICIPALITY

TENDER SBM 35/21/22

DESCRIPTION: HIRING OF CONTAINERIZED TRUCKS AND TRANSPORTATION OF 30 M³ AND 10 M³ WASTE CONTAINERS AND THE OPERATION OF THE LANGEBAAN CHIPPER PLANT FOR SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025.

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. Christo de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday 11 April 2022**.

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

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

Tenders must be placed in the tender box of the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12:00 on 13 May 2022** in a sealed envelope upon the outside where on is clearly marked the above-mentioned tender number and description.

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

A compulsory information session will take place at the "Saldanha Multi-Purpose Centre", situated at 41 Trichardt Road, White City, Saldanha on **Thursday on 21 April 2022 promptly at 12:00. No grace period will be allowed. The following COVID-19 protocol will be applicable:**

- **Only 1 representative per tendering party**
- **Pre-screening: Measuring of temperature and capturing of information**
- **Sanitize: Sanitizing hands before entering**
- **Facial masks: All attendees to wear masks; no mask, no entry**
- **Social distancing: Keep at least 1.5m apart from other attendees.**

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

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

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

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

1.2.5 Registration on Accredited Supplier Database

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

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1.2.6 Completion of Tender Documents

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

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

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

1.2.7.2 Construction Industry Development Board (CIDB)

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

1.2.7.3 Municipal Rates, Taxes and Charges

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

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

1.2.8 **Authorized Signatory**

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

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

1.2.9 **Site / Information Meetings**

Site or information meetings, if specified, are compulsory.

Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

1.2.10 **Samples**

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

1.2.11 **Quantities of Specific Items**

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

1.2.12 **Submission of Tender**

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

- placed in the **tender box at the Ground Floor in the Buller / Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on Friday 13 May 2022.**

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

1.2.13 Expenses Incurred in Preparation of Tender

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

1.2.14 Contact with Municipality after Tender Closure Date

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

1.2.15 Opening, Recording and Publications of Tenders Received

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

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

1.2.16 Evaluation of Tenders

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

1.2.17 Supply Chain Management Policy and Regulations

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

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1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract.**

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.19 Language of Contract

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

1.2.20 Stamp and Other Duties

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

1.2.21 Wrong Information Furnished

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

1.2.22 Enquiries

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

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1.2.23 Submission of Invoices:

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

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

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

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

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

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

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

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2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

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10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:

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- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

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17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

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31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: SBM 35/21/22 CLOSING DATE: 13 MAY 2022 CLOSING TIME: 12:00

DESCRIPTION: HIRING OF CONTAINERIZED TRUCKS AND CONTAINERS, 30 M³ AND 10 M³ WASTE CONTAINERS, THE OPERATION OF CHIPPER MACHINE BY CHIPPING ALL ADEQUATE GARDEN WASTE ALL MENTIONED WORK TO BE CONDUCTED FOR THE PERIOD FROM 01 JULY 2022 TO 30 JUNE 2025.

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

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
Vredenburg
Western Cape
7380

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

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

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

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

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

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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TELEPHONE NUMBER CODE..... NUMBER.....
 CELLPHONE NUMBER
 EMAIL ADDRESS
 FACSIMILE NUMBER CODE..... NUMBER.....
 VAT REGISTRATION NUMBER

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

HAS A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR B-BBEE AFFIDAVIT BEEN SUBMITTED? (MBD 6.1)

YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR☐
 [TICK APPLICABLE BOX]

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

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

YES / NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Viandro van Wyk

Tel: 022 701 7168

Fax: 022 714 1028

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

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SECTION 2.2

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholder's members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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- (e) a member of the accounting authority of any national or provincial public entity; or
 (f) an employee of Parliament or a provincial legislature.

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

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

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

- 1 Are you by law required to prepare annual financial statements for auditing? * Delete if not applicable

***YES / NO**

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

.....

.....

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

***YES / NO**

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

- 2.2 If yes, provide particulars.

.....

.....

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- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

- 3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO YES / NO**

- 4.1 If yes, furnish particulars

.....

.....

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THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

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

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

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

4. **POINTS AWARDED FOR PRICE**

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

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

6. BID DECLARATION

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

Initial_____

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

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

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

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

Initial_____

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**

.....

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

Initial_____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Initial_____

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

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

Initial_____

SECTION 3.5

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Initial_____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) Has been requested to submit a bid in response to this bid invitation;

(b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

Initial _____

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder (Company)

Initial_____

SECTION 4.1

Central Supplier Database (CSD)

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

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

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

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

CSD registration number (if registered):

Initial_____

SECTION 4.2**SPECIAL CONDITIONS OF CONTRACT****1. Compulsory Requirements**

(It is Compulsory to Comply to all requirements and submission of attachments (including samples where applicable). All proof of technical compliance and technical documentation as requested in the detailed general specifications must be submitted with the tender document at the closing date. Failure to submit all technical documentation as per the general specifications and special conditions of contract at the closing date will render your bid non-responsive.)

1. Failure to deliver may result in contract cancellation and claims as per GCC.
2. It is compulsory to submit prices on all line items in the pricing schedule, section 4.6.
3. Contract could be reviewed annually, and price adjustments be made in accordance with the consumer price index. Contractor should provide evidence of price escalations.
4. Prices on the pricing schedule will be fixed for a 12-month period and can only be adjusted according to the consumer price index on an annual basis.
5. Par 1.2.6(e) supersedes Par 1.25 of the GCC relating to tender documents must be completed in handwriting.

Initial_____

SECTION 4.3

DETAILED SPECIFICATIONS

1. CHECK LIST & COMPULSORY GENERAL SPECIFICATIONS

<u>IT IS COMPULSORY TO SIGN EACH LINE ITEM IF TENDERER COMPLIES</u>		
IMPORTANT NOTICE AND CHECK LIST FOR TENDERERS		
DESCRIPTION	ACTION	SIGNATURE
1. It is compulsory to attach <u>all</u> documentation as requested, to the Tender.	Attach	
2. Contract could be reviewed annually, and price adjustments be made in accordance with the consumer price indices. Contractor should provide evidence of price escalations	Comply	
3. Only the provided price schedule attached to the tender will be valid for evaluation purposes. No other pricing schedule will be accepted. If tenders are downloaded, it is compulsory that the Municipal Pricing schedule must be included and submitted with the tender.	Comply and include	
4. The tenderer shall be registered for Public Liability where applicable per item. (Attach Proof)	Comply & Attach	
6. The tenderer shall be registered for Workman's Compensation where applicable per item. (Attach Proof)	Comply & Attach	
7. All vehicles shall be insured where applicable per item. (Attach proof)	Comply & Attach	
8. All vehicles and machines shall be registered in the name of the tenderer. (Attach proof) However if tenderers are to lease vehicles for this project please provide lease agreement. (Attach proof)	Comply & Attach	
9. All vehicles and machines shall be insured where applicable per item (Attach Proof)		
10. All items shall comply with all the minimum specifications.	Comply	
11. It is compulsory to confirm "yes or no" on all the General & Detailed specifications in sections 4.3. If the tenderer leaves the block blank the committee will assume that the confirmation will be accepted as "no" by the evaluation committee	Comply	
12. It is compulsory to attach a schedule with specifications and requirements for all vehicles and machines provided for this tender. (Annexure pages provided)	Comply & Attach	
13. No deviations from standard minimum specifications will be accepted.	Comply	
14. Penalties for late deliveries will be applicable as per section 21 and 22 of the General Conditions of contract.	Take note	
15. Notwithstanding any omissions, all vehicles shall be delivered to site, fully functional and operational, complying with the minimum specifications. Additional cost to comply shall be for the account of the tenderer.	Comply	

It is compulsory to sign and comply with all listed notices.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

2. **COMPULSORY GENERAL SPECIFICATIONS**

It is compulsory to confirm yes/no on the specification sheet.

GENERAL

	<u>Comply Yes/NO</u>
The tender contract will be for the period from 01 July 2022 to 30 June 2025.	
All vehicles/Trucks must comply with the regulations of the National Road Traffic Act, Act 93 of 1996, as amended. Valid License disc and registration plates must be affixed.	
It is compulsory for bidders to comply to all requirements of the OHS Act. Bidders shall adhere to the OHS regulations of the Municipality. The Municipal Risk Manager will randomly inspect safe working procedures of the contractors and noncompliance may result in the termination of the contract.	
Attach a copy of the approved company risk and safety plan	
The Saldanha Bay Municipality (SBM) will not be responsible for safety of vehicles and plant and personnel. Not after hours and not during working hours. The onus remains with the tenderer to ensure the safety and security of vehicles, plant and personnel.	
The operator/driver shall have a valid license and PDP for the appropriate vehicle where applicable. The Municipality reserves the right to verify all licenses on site. Licenses must be available on request.	
All vehicles supplied to the Municipality shall meet or exceed the minimum specifications. The Municipality reserves the right to terminate any work procedure immediately if found that the vehicle is non-compliant to the minimum specifications. Cost to comply will be for the account of the tenderer. Payment for said non-compliant services will not be approved.	

FAILURE TO DELIVER

	<u>Comply Yes/NO</u>
The order will be sent to the bidder or written instruction in case of normal or emergency call out. If the vehicles are not on site within the minimum required period as per tender specifications, the <u>Municipality reserves the right to source the service from an alternative supplier for the required service.</u> Penalties and termination of contract may be applicable as per GCC, section 21 & 22.	

PRICE AND DELIVERY

	<u>Comply Yes/NO</u>
The tender price shall include driver/operator accommodation, meals and salary.	
The tender price shall include all fuel and lubricants, all running cost, maintenance work, transport cost, operators and assistant remuneration and all other expenses concerned to the vehicle/machine.	
Site establishment and transport cost must be included in the hiring price/tariff. Additional payment for site establishment will not be approved	
The Municipality is bound only to pay for services reflecting on the official order or in emergency situations as agreed beforehand by both parties.	

Initial_____

PRICE AND DELIVERY (Continued)**Comply**
Yes/NO

The delivery time for all vehicles and plant will be described in the detailed specifications per item, section 4.3. It is compulsory to deliver the vehicle within the minimum delivery period.	
Late deliveries and vehicles not operational during contract will result in Non-Compliance and penalties as per GCC	
Where sub-items are applicable, the pricing schedule per item must be completed in full. Failure to quote on all sub-items will lead in disqualification of the item.	
Failure to deliver: Failure by the bidder to deliver trucks/vehicles within the minimum delivery period will result the cancellation of the order and the sourcing of the alternative bidder and may result in the termination of the contract and / or recovering the financial loss of the Municipality from the tenderer.	
The delivery time will be applicable from the date and time that the order has been faxed or sent by e-mail. The onus remains with the tenderer to ensure that he/she is notified of said correspondence on reception thereof.	

EVALUATION AND AWARD PRICING**Comply**
Yes/NO

Estimated load usage per annum is included in the price schedule for evaluation purposes. Take note that the figure is only an estimate and the Municipality reserves the right to request hiring for any number of loads including none.	
The tender will be evaluated with the total price per item. The total price on the price schedule will be used for evaluation purposes	
All tender rates shall be as per minimum specifications. It is compulsory to comply to all minimum specifications.	

INDEMNITY & PUBLIC LIABILITY**Comply**
Yes/NO

The contractor indemnifies the Municipality from any claim from any third party and all costs or legal expenses about such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the contractor or any other person, that may result from or be related to, the execution of the contract.	
The contractor will be held responsible for any damage, loss or thefts that may be caused, to the premises of contents, by him or his employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the Municipality or the public against the contractor.	

INDEMNITY & PUBLIC LIABILITY (Continued)**Comply**
Yes/NO

The successful contractor must have Public Liability Insurance commensurate with the risk to which he is exposed. Such insurance should make provision for all vicarious losses and claims for which the contractor or his staff may be responsible. It is compulsory to attach documentary proof (Copy of the contract) of Public Liability including comprehensive cover for vehicle and motor 3 rd party and/or public liability insurance.	
Without prejudice to the contractor's responsibility to select his personnel	

Initial_____

before employment. The Municipality will always have the right to point out staff members of the Contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person/s any longer to honour his obligations in terms of his agreement.	
In such a case the contractor will immediately comply with the request and the contractor will not (as result of such request) be entitled to bring a claim for loss or damage against the Municipality and the contractor indemnifies the municipality against any claim from the employee concerned.	

NON-COMPLIANCE

	<u>Comply Yes/NO</u>
Any noncompliance regarding any clause of the tender specifications will be dealt with as per GCC.	
All vehicles and plant shall be referred to the Municipal Mechanical Workshop prior to the commencement of any work for inspection purposes by G Beneke or Wynand Olivier. If found that the vehicle/truck does not comply to the minimum specifications, the vehicle will be referred to the tenderer who will bear the cost to comply.	

HOURS AND RATES

	<u>Comply Yes/NO</u>
Vehicles will be hired when required by the Municipality, if any, including none.	
It is compulsory for the tenderer to complete a daily log sheet for all vehicles or submit a delivery note, signed by a Municipal supervisor after the completion of a daily shift, also noting Maintenance work and the replenishment of fuel and lubricants	
A copy of the log sheet / signed delivery notes for the dates the vehicle was hired to SBM must be submitted with the invoice. No invoice will be paid without the accompanied log sheet.	
Only rates for operation within the Saldanha Bay Municipal district boundaries will be applicable. All site establishments, travelling to the district and all other related cost must be included in the applicable rate as per pricing schedule. No additional payment will be approved.	

VEHICLE / PLANT INSPECTION PRIOR TO AWARD

	<u>Comply Yes/NO</u>
Prior to any award, the short-listed tenderer(s) will be requested to send the applicable truck for compulsory physical verification. The Municipality reserves the right, during the evaluation process to inspect any vehicle or machine to verify all specifications required. The inspection will include verification of vehicle specifications, original vehicle registration documents (In the name of the tenderer), proof of license renewal certificate, confirmation of the VIN and engine number by means of physical inspection on the engine and chassis and validity of the license during the evaluation process and thereafter. Trucks must travel to the mechanical workshop, cnr. of Floryn and Escudo Road, Marais Industria, Vredenburg.	
The Municipality will request the short-listed tenderer(s) to avail all vehicles to the Municipal Mechanical Workshop in Vredenburg for inspection prior to the final award. <u>The transport and all other related cost will be for the account of the tenderer</u>	
Failure to submit vehicles for inspection, failure to comply to all minimum	

Initial_____

specifications and the provision of all requested documentation during inspection will render the tender non-responsive.	
The specification sheet per item in the tender document will be used for physical inspection and accordingly signed off by the fleet manager.	
Tenderer should have a minimum of 2 trucks that meets the requirements/specification in section 4.3	
If uncertain, please contact A Nackerdien to ensure all documents are provided during said inspection	

VEHICLE / PLANT INSPECTION PRIOR TO AWARD (Continued)

	<u>Comply Yes/NO</u>
It is compulsory that trucks must be referred to the workshop for verification within 24 hours	
Failure to refer the vehicles and plant for verification within the minimum period will render the tender non-responsive	

It is compulsory to comply to all listed general specifications

I accept and approve all the above.

.....
SIGNATURE OF TENDERER

Initial_____

CONTACT DETAILS**Comply**
Yes/NO

Orders and request for emergency work will be forwarded to the e-mail tenderer's address below, completed by the tenderer. It is the responsibility of the tenderer to ensure that e-mails are attended to frequently. Not reading e-mails or answering phones will not be accepted as an excuse to act on request for service and an alternative supplier will be sourced and the contract be terminated	
---	--

Contact details (Compulsory to complete the Right-hand column)

e-mail address	
Telephone Number(s)	
Contact Person	

I DECLARE THAT THE CONTACT DETAILS ABOVE ARE CORRECT, and ALL VEHICLES TENDERED FOR ARE REGISTERED IN THE NAME OF THE COMPANY WHICH IN THIS CASE IS THE TENDERER **(Compulsory to sign if the tenderer complies)**

.....
Name of person completing the tender

.....
Signature

Initial_____

SECTION 4.3 (Continued)

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 1: HIRING OF CONTAINERISED TRUCKS

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE			
Power Output (Kw)	260 Kw.		
PROPULSION	Compulsory 6 X 4, two driven axles. Tag axles will not be accepted		
MASS			
Gross vehicle mass	Minimum 27000 kg		
	.		
SKIP UNIT			
Capacity	Hydraulic system must be designed to adequately lift a full 30 m ³ skip container including building rubble.		
DELIVERY PERIOD	The delivery of vehicles, containers and plant to be available from on commencement date of the contract		
APPLICABLE RATE	The hiring rate will be applicable only in the Saldanha Bay municipal district. Claims for travelling outside the Municipal District boundaries will not be accepted.		

	(Continued)		
ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
EMERGENCY CALL OUT	Trucks must be available for emergency work 24/7		
	Due to the serious consequences of waste disposals and full containers, the truck must be on site within 2(two) hour of notification from the Municipality.		
SAFETY COMPLIANCE			
	The Company must comply with OHS standards. Vehicle and personnel safety will be confirmed by the Municipal Risk Officer. It is compulsory to attach risk, health and safety plan		
Specifications (Compulsory to attach)			
Vehicle	Detailed specifications of vehicle		
Proof of public liability	Attach documentary proof		
Workman's compensation for employees	Attach documentary proof		

Initial_____

Insurance	Attach documentary proof of insurance for all vehicles applicable to this tender. The vehicle registration number / VIN number as stated in the tender document must be verified on the schedule		
Registration Papers	Attach <u>CERTIFIED</u> copies of all vehicle registration papers applicable to this item. It is compulsory that the machine/vehicle is registered in the name of the tenderer and registered to travel on National Roads		
License renewal certificate	Original or certified copy of latest license renewal certificate provided by the traffic department when issuing the license.		

(Continued)			
ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Photo	It is compulsory to attach 2 photos of the truck. One from the side and one from the front clearly displaying the number plate		
Risk, health and safety plan	Attach company compliance plan / schedule		

It is compulsory to comply with all listed minimum specifications

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached specification sheet)

MANUFACTURER
REGISTRATION NO

MODEL

1			
2			
3			

It is compulsory that all required specifications, proof of ownership, insurance, proof of licensing & registration and photos of the items above are verified in the attachments

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.4

CONTENT AND OPERATION OF WORK

- 1 EMPLOYERS OBJECTIVES**
- 2 OVERVIEW OF THE SERVICE**
- 3 GENERAL INTENT**
- 4 EXTENT OF THE SERVICE**
- 5 LOCATION OF THE SERVICE**
- 6 DEFINITION**

1 EMPLOYER'S OBJECTIVES

The Infrastructure and Planning Directorate of Saldanha Bay Municipality proposed to haul all waste off-loaded at their transfer station at Langebaan and various public drop-offs to the licensed landfill at Vredenburg. Operation of chipper plant, and ad-hoc placement and removal of containers within the municipal boundary.

2 OVERVIEW OF THE SERVICE

The service consists of the hauling by road of all waste from the Transfer Station at Langebaan, public drop-offs and open spaces to the Vredenburg Landfill site. It is required by the contractor to provide the hauling services with own infrastructure and plant which includes all waste containers and carries. The operation of chipping plant at Langebaan transfer station.

3 GENERAL INTENT

The general intent of this contract is that the contractor shall procure all items necessary for the rendering of the service in accordance with the terms of contract, in workman-like and expeditious manner.

The Engineer shall have the right to verify that the service is carried out in accordance with this contract and to approve or reject the quality of service rendered by the contractor or approved subcontractors.

4 EXTENT OF THE SERVICE

The service in general includes but is not restricted to the following:

1. Remove full containers from loading bays and replace it with empty containers. Transporting vehicles and waste containers should be provided by the contractor
2. Transport full containers to Vredenburg Landfill, dispose of the loads and return the empty containers
3. Transporting vehicles and waste containers should be provided by the contractor over the total contract period.
4. The operation of chipping plant at Langebaan transfer station, chipper to be provided by the municipality, but maintained by appointed contractor.
5. Transportation of household hazardous waste from Langebaan Transfer Station to Visserhok hazardous waste disposal facility.

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5 LOCATION OF THE SERVICE

The service to be rendered at Langebaan Transfer Station (S 33 3 39, 41 E 18 4 44, 17) on Portion 12 on the farm No. 191, Oliphants kop, Langebaan. All other public drop-offs and open spaces within Saldanha Bay Municipality.

The waste to be disposed at Vredenburg landfill site (S 32 55 10 E 18 60 09), Part of portion 135/2 of the farm Eenzaamheid, District of Vredenburg

6 DEFINITIONS

Builder's Rubble: Pieces of masonry, concrete, etc resulting from construction, repair and demolition activities, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.

Bulky Waste: Items, such as motor car bodies, fridges, etc whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

Municipal Solid Waste: Domestic Waste. Solid waste generated by retail stores, offices, in the domestic environment and light industry.

Residents Monitoring: Committee made up of members of the affected public, regulatory Committee (RMC) authorities and other interested parties, established in terms of the Permit(s) who may assist in the monitoring of landfill operations, identify problems and keep the public informed of activities and developments on the Site.

Compost: Organic waste, generally derived from Garden Waste, that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.

Bush Waste: Plant clippings, pruning and other discarded material from gardens and plot clearing in the municipal area.

Hazardous Waste: Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on the chemical reactivity, or toxic, explosive corrosive or other characteristics which cause, or are likely to cause, danger to health or to the environment, whether alone or when in contact with each other.

Industrial Waste: Non-toxic and non-hazardous solid waste that results from industrial processes and manufacturing.

Recycling: The recovery of any material from the incoming waste, with the intention of re-use or benefit.

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Solid Waste: Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.

Haulage Manager: An employee of the Contractor, whose responsibility it is to manage all aspects transport, haulage and offloading operation.

Ton: 1 000 kg.

Medical Institutional Waste: Solid waste originating from education, hospital, health care or research facilities.

Transfer Station/public drop-off: A permanent facility which provides the infrastructure which allows for the transfer of solid waste into large containers, which when full, are removed and transported to a waste disposal facility. Users of the Transfer Station include the Municipality, businesses and general public and is operated in a safe, orderly and user-friendly manner.

Bulk waste Container: Large, open-topped steel containers with either 30 m³ of **10 m³** volume, of standardized design and specification for hook-lift system, with wheels.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SERVICE TO BE RENDERED

4.4.1. CONTENT

HIRING OF CONTAINERISED TRUCKS AND CONTAINERS, 30 M³ AND 10 M³ WASTE CONTAINERS, THE OPERATION OF CHIPPER MACHINE BY CHIPPING ALL ADEQUATE GARDEN WASTE. ALL MENTIONED WORK TO BE CONDUCTED FOR A PERIOD OF 3 YEARS

4.4.2 GENERAL DESCRIPTION OF THE OPERATION

This Contract is for the supply of all labour, plant, tools, equipment and management necessary to transport and offload Municipal solid waste in 30 m³ containers at the landfill site at Vredenburg. The Contractor will be responsible for the co-ordination of all vehicles, containers, equipment and staff. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner. Contractor will be responsible to operate and manage the chipping plant, the municipality will provide the chipper machine. Operator with general workers to be employed by the contractor, in order to successfully manage the chipping plant.

4.4.3 DESCRIPTION OF SITES AND ACCESS

Vredenburg Landfill Site

The disposal site is situated 4-5 km from Vredenburg, adjacent the main road (R45) to Hopefield and the wastewater treatment plant. GPS coordinates are: S32 55 10 E18 60 09

Langebaan transfer station

Langebaan Transfer Station (S 33 3 39, 41 E 18 4 44, 17) on Portion 12 on the farm No. 191, Oliphantskop, Langebaan

Public drop-offs:

Within each town of Saldanha Bay Municipality

4.4.4 PLANT

All plant used on the Site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators.

In the event of a breakdown occurring, the Contractor shall be capable of calling upon such back-up plant within six hours as is necessary to ensure

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that the operation is not placed in jeopardy.

No plant may be removed from Site without written permission from the Engineer.

4.4.5 OPERATION

Sources of Waste

All general waste shall be received at the facilities

4.4.6 Waste Quantities

General

Table 1-5 reflects the statistical data of waste containers transported from Langebaan Transfer Station and public drop-offs to Vredenburg Landfill Site during 2020-2021 financial year. Please note that the amounts in the below tables are estimated quantities and not 100% true reflection of loads to be transported.

Table 1: Estimated quantity of 10 m³ skips (construction and demolition waste) from Langebaan Transfer Station to Vredenburg Landfill Site:

	Langebaan Transfer Station
	Quantity of 10 m³ per month
July-20	124
August-20	117
September-20	119
October-20	136
November-20	140
December-20	155
January-21	137
February-21	126
March-21	136
April-21	125
May-21	138
June-21	142
TOTAL/Annum	1595
TOTAL/3 Years	4785

Table 2: Estimated Quantity of 30 m³ containers (garden waste and municipal waste) from Langebaan Transfer Station to Vredenburg Landfill Site:

Initial_____

	Langebaan Transfer Station
	Quantity of 30 m³ loads of Containers per month
July-20	67
August-20	75
September-20	80
October-20	85
November-20	95
December-20	77
January-21	82
February-21	88
March-21	87
April-21	78
May-21	85
June-21	80
TOTAL/Annum	979
TOTAL/3 Years	2937

Table 3: Monthly Estimated Quantity of 10 m³ containers from open

spaces within the Municipal Boundary:

	Vreden-burg	Lange-baan	Salda-nha	Hopefield	St Helena Bay	Paternoster
July-20	40	6	30	6	21	9
August-20	35	3	35	12	24	9
September-20	46	15	24	15	15	12
October-20	43	12	32	9	12	15
November-20	45	15	34	12	18	18
December-20	51	18	38	18	6	19
January-21	35	12	25	9	9	15
February-21	34	21	30	18	15	12
March-21	43	24	25	18	24	15
April-21	45	12	31	12	18	9
May-21	38	15	26	6	9	9
June-21	40	24	25	9	12	15
TOTALS/ Annum	495	177	355	144	183	157
TOTALS/3 Years	1485	531	1065	432	549	471

Table 4: Estimated Quantities of 10 m³ containers from public drop-offs:

Initial_____

	Saldanha	Paternoster	Hopefield	St Helena Bay	Jacobsbaai
July-20	15	6	6	18	12
August-20	18	6	12	15	15
September-20	12	6	15	15	9
October-20	12	9	9	12	12
November-20	18	12	12	18	18
December-20	21	15	18	17	21
January-21	25	13	9	21	12
February-21	9	9	18	15	9
March-21	12	6	18	14	14
April-21	14	9	12	9	15
May-21	12	12	6	9	9
June-21	15	14	9	12	12
TOTALS/Annum	183	117	144	175	158
TOTALS/3Years	549	351	432	525	474

Table 5: Estimated Quantities of 30 m³ containers from public drop-offs:

	Hopefield	St Helena Bay	Saldanha
July-20	10	16	11
August-20	8	12	14
September-20	12	15	15
October-20	11	9	12
November-20	12	12	18
December-20	14	12	16
January-21	8	9	9
February-21	8	12	15
March-21	11	11	14
April-21	12	12	18
May-21	9	6	9
June-21	10	9	12
TOTALS/Annum	128	135	163
TOTALS/3Years	384	405	489

Operating Hours

Initial_____

Vredenburg landfill and Langebaan Transfer Station, and public drop-offs are open from 08h00 to 18h00 Monday to Friday and 08h00 to 14h00 on Saturdays, for general waste. Both facilities are closed on Sunday's, however the facilities are open on public holidays if it is during the week from 08H00 to 14H00.

Contractor's Resources

Note that the Contractor is required to provide all plant, staff, tools, equipment, consumables, fuel, etc. for the Operation, in terms of this document.

The Contractor must state in the Schedules at the time of tendering, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilized on the Site for the purpose of executing the Contract. The Contractor will be permitted to vary this establishment during the course of the Contract only after written application has been made to, and written permission received from, the Engineer. He shall ensure that the Engineer is, at all times, in possession of an up-to-date register of all staff, labour, plant and equipment employed. Any deviation from the provisions of this Clause, especially the removal of plant and equipment without prior approval, will be regarded in a serious light.

4.4.7 Operation

The operation of the contract shall include, but not be limited to, the activities listed below.

4.4.7.1 Technical details

The Contractor shall provide:

- Roll-on, 30 m³ steel containers, which are robustly built for use of loading, transport and unloading of municipal solid waste and/or chipped bush waste, and which can withstand coastal conditions. The sides must be minimum 3 mm thick and suitably braced, and the floors, minimum 4 mm thick and suitably braced. Cross bracing is not acceptable as it restricts loading. All doors, hinges and lock must be industrial standard and robustly constructed. All mechanisms must comply with industry standards for roll-on containers and haulage vehicles and must be interchangeable with all other containers within the contract.
- Tie-down cleats must be provided on all sides of the container. Cleats must be located at a distance of at least 300 mm from the top of the container to allow for the overlap of covers.
- The 10 m³ steel containers, which are robustly built for use of loading, transport and unloading of municipal solid waste/ construction and demolition waste and/or chipped bush waste, and which can withstand coastal conditions.

Initial_____

- The sides must be minimum 3 mm thick and suitably braced, and the floors, minimum 4 mm thick and suitably braced. All doors, hinges and lock must be industrial standard and robustly constructed. All mechanisms must comply with industry standards for 10 m³ containers and haulage vehicles and must be interchangeable with all other containers within the contract.
- Tie-down cleats must be provided on all sides of the container. Cleats must be located at a distance of at least 300 mm from the top of the container to allow for the overlap of covers.
- 30 m³ and 10 m³ containers consistent with the minimum requirements specified below, shall be provided for the following Transfer Station for the duration of the Contract: -

Langebaan Transfer Station - 3 X 30 m³
 Langebaan Transfer Station - 5 X 10 m³

The Contractor shall provide as many additional containers as may be required to ensure the above number of available containers at the respective facilities at all times, also during transport.

- The appropriate truck and trailer combinations preferably, preferably suitable to transport (1 + 2) x 30 m³ containers with an axle configuration which does not exceed the maximum allowable legal loads for public roads.
- For every container in transit, heavy duty shade cloth-type (or similar) covers which tie onto the cleats on the side of the containers must be provided. This is to ensure that no litter leaves the containers while in transit.
- Household Hazardous Waste: The Contractor is to provide a suitable closed bin for the collection and temporary storage of Household Hazardous Waste (HHW). It is to be transported to Vissershok H:H landfill for safe disposal every rolling 90 days. A safe disposal certificate from the Vissershok facility is to be submitted to the Employer after each disposal. The following waste containers should be available for the household hazardous waste at Langebaan Transfer Station which should consist of a 5m³ skip (asbestos) to be removed every 90 days. Four 240 wheelie bins (fluorescent light tubes, batteries, pesticides, chemical bottles, etc) to be deposited at Vissershok facility every 90 days. Fluorescent tubes must be placed in legally compliant containers which covers the full length of the fluorescent tube. The contractor must employ a local SMME sub-contractor who is licensed for the transportation of the household hazardous waste.
- All containers must be kept in a good condition at all times, with particular reference to, inter alia, the wheels at the bottom of the container, and the door, hinges and other door mechanisms. The Contractor shall ensure that the truck and trailer combinations are reliable and driven by appropriately trained and licensed, drivers.
- Trucks and trailers shall conform to all traffic requirements and road

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ordinances and shall be operated and maintained in such a way as to provide safe transportation of all containers between Langebaan Transfer Station and Vredenburg Landfill Site.

4.4.7.2 Operation

The Contractor shall:

- Remove full containers from the bays and immediately replace with empty containers. Sufficient time must be allowed between container transfers, to enable the Operating staff to clean out and wash down the container bays, if necessary.
- Load full containers onto the truck and trailer units and properly secure the container covers before the containers are transported or stored.
- Deliver the containers by road to the Vredenburg landfill site, weigh in over the weighbridge and tip the contents of the waste containers as indicated by the landfill site Operator.
- When required, periodically weigh the truck trailer and empty containers on the return trip over the weighbridge at Vredenburg in order to confirm the payload.
- Provide the capacity to remove containers from the Transfer Stations and Drop-off within 2 hours of being notified during working hours.
- Provide the capacity to transport containers on public holidays and after hours if required. The Contractor should expect to work for an additional 2 hours outside normal working hours for approximately 30 days of the year. Records of overtime shall be submitted to the Engineer for approval, on a weekly basis.
- Provide the capacity to replace the truck or trailer within 6 hours in the case of a mechanical breakdown.
- Transportation of household hazardous waste when required in 5 m³ container and dispose of at a licensed facility, and to ensure transportation and disposal is conducted according to NEMWA regulations.
- Manage and chipping of garden waste at Langebaan landfill site by using a Chipper machine which will be provided by Saldanha Bay Municipality and chipping all adequate garden waste and loading it in the 30 m³ waste containers or will be stockpiled on site. We require 70% of all garden waste that enter the transfer station to be chipped.
- Keep accurate records of all trips, time and distance travelled, quantities of waste handled (including volume, category and registration detail of each vehicle) the number of containers transported and on site at the end of each working day (and whether full, half-full etc) accidents, breakdowns and stoppages.
- Ensure that the operation continues in all weather conditions.
- Ensure that containers are adequately covered during storage and transport in order to prevent odors, flies, windblown litter etc.
- Prevent odor, flies and rodents (by cleaning and washing the containers and ensuring that they are hygienic and free of waste, by spraying with appropriate biodegradable detergent and disinfectant – cleaning must take place before leaving the disposal site).

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- Reduce noise (by ensuring that all plant silencers, etc are in good working order) and by limiting the operations to the prescribed hours.
- Observe the Site rules for both Transfer Stations, Drop-off's and the Disposal Site.
- Appoint an operator to operate the chipping machine, the operator should have the necessary training and skills to do the chipping work.
- Appoint two general employees: one general employee to assist the chipper operator and the other general employee to direct waste offloading into containers to ensure containers are not overloaded and that the correct waste type is disposed per container.
- The contractor shall make use of his/her own/hired mini-loader to load all waste from off-loading platform into the containers, all waste spillage next or around skips is to be cleaned daily and disposed inside the containers to maintain a clean working area.
- If contractor's mini loader is not available due to maintenance or any other reason, it is the contractor's responsibility to hire a mini loader to conduct loading of skips.
- Mini loader to be available at Langebaan transfer station during operational hours of the facility
- Transportation of household hazardous waste from Langebaan Transfer Station to Vissershok Hazardous (Cape Town) waste disposal facility

4.4.8 Maintenance

The Contractor shall:

- Ensure that containers and vehicles are kept in a clean and good condition at all times. This with particular reference to, inter alia, the wheels at the bottom of the container, and the door, hinges and other door mechanisms.
- Clean out and wash all containers when required.
- Ensure that all containers are neatly stored in the storage area provided, when not in use.
- Repair any damages to the Transfer Station, Disposal site infrastructure, and any damaged caused to infrastructure/vehicles of public members or businesses, caused by the loading or off-loading of containers and during transit of containers.
- Chipper machine should be maintained according to attached manual Annexure A. Contractor must compile and provide a simplified maintenance schedule for daily, weekly and monthly preventative maintenance for the chipper that must be approved by SBM before the chipper can be utilized.

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SECTION 4.5

PRICE AND DELIVERY SCHEDULE (80/20-point system)**Compulsory to complete by the tenderer**

Tender SBM 35/21/22: Hiring of containerized trucks and containers, 30 m³ and 10 m³ waste containers, the operation of chipper machine by chipping all adequate garden waste all mentioned work to be conducted for the period from 01 July 2022 to 30 June 2025.

SECTION 1: HIRING OF CONTAINERS AND OPERATION OF CHIPPER PLANT

ITEM	RATE DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE (EXCLUDING VAT)	LINE TOTAL = (ESTIMATED QUANTITY) X (RATE)
1.1	Provision of containers				
1.1.1	Provision of containers at Langebaan Transfer Station which include, 3 X 30m ³ containers. The number of containers should at all times be at the facility even during transit of full containers.	month	36	R (Per month)	R
1.1.2	Provision of containers at Langebaan Transfer Station which include, 5 X 10 m ³ containers. The number of containers should at all times be at the facility even during transit of full containers	month	36	R (Per month)	R
1.2	Operation of chipping plant				
1.2.1	Operation of a "Chipping Plant", including establishment, fixed and time-related preliminary and general costs and provision				

Initial_____

	<p>of necessary “Non-Fixed” operating plant and equipment</p> <p>A trained operator to use the chipper machine, chipping all adequate garden waste and loading garden chippings into 30 m³ containers or stockpile on site. At least 70% of all garden waste that enter the facility need to be chipped during this process.</p> <p>Ensure a safe work environment and keeping chipping area neat and clean</p>	month	36	R (Per month)	R
1.2.2	Routine servicing and maintenance of the Chipper and equipment by an approved service-provider according to schedule A	month	36		R
1..2.3	Chipper and equipment repair by approved service-provider as directed by the Employer falling outside the routine maintenance as detailed in schedule A	Provisio nal Sum			R300,000
1.2.4	Percentage mark-up on 1.2.3 for profit, administrative costs and overheads	%	R300,000		R
1.2.5	1 General employee to assist chipper machine operator during operation and to maintain a clean and safe working environment	month	36	R (Per month)	R
1.2.6	<p>1 General employee to direct offloading processes. This employee needs to ensure all waste is off-loaded according to operational plan of the facility.</p> <p>The employee to ensure that the loading of containers is done within permitted loading</p>	months	36	R (Per month)	R

Initial_____

	capacity.				
1.2.7	Daily provision of mini loader to conduct loading of waste into containers. Contractor is responsible for his/her own mini loader, contractor to provide fuel and maintenance of own mini loader. Mini loader to be present on Langebaan Transfer Station at all times during operational hours.	month	36	R (Per month)	

SUB TOTAL: SECTION 1	R
SECTION 1: TOTAL EVALUATION PRICE EXCL. VAT	R

SECTION 2: TRANSPORTATION AND OFFLOADING OF CONTAINERS

ITEM	RATE DESCRIPTION	UNIT	ESTIMATED QUANTITY OF LOADS	RATE PER SINGLE LOAD (Each) EXCLUDING VAT	LINE TOTAL = (ESTIMATED QUANTITY PER LOAD) X (RATE PER SINGLE LOAD)
2.1	Transportation and off-loading of containers				
2.1.1	Transport of 30 m ³ container from Langebaan Transfer Station to Vredenburg landfill	No	2937 loads	R (Per load)	R
2.1.2	Transport of 10 m ³ containers from Langebaan Transfer Station/open spaces to Vredenburg	No	5316 loads	R (Per load)	R

Initial_____

	landfill				
2.1.3	Transport of 30 m ³ containers from Saldanha Drop-off/open space to Vredenburg landfill	No	489 loads	R (Per load)	R
2.1.4	Transportation of 10 m ³ containers from Saldanha Drop-off/open space to Vredenburg landfill	No	1614 loads	R (Per load)	R
2.1.5	Transport of 10 m ³ containers from Vredenburg open space to Vredenburg landfill	No	1485 loads	R (per load)	R
2.1.6	Transport of 10 m ³ containers from St.Helena drop-off/open spaces to Vredenburg landfill	No	1074 loads	R (per load)	R
2.1.7	Transport of 30 m ³ containers from St.Helena depot to Vredenburg landfill	No	405 loads	R (per load)	R
2.1.8	Transport of 10 m ³ containers from Paternoster drop-off/ open spaces to Vredenburg landfill	No	822 loads	R (Per load)	R
2.1.9	Transport of 10 m ³ containers from Hopefield drop-off/open spaces to Vredenburg landfill	No	864 loads	R (Per load)	R
2.1.10	Transport of 30 m ³ containers from Hopefield drop-off/open spaces to Vredenburg landfill	No	384 loads	R (per load)	R
2.1.11	Transport of 10 m ³ containers from Jacobsbaai	No	474 loads	R	R

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	drop-off/open spaces to Vredenburg landfill			(per load)	
2.1.12	Operation of a “Household Hazardous Waste Bins”, including establishment, fixed and time-related preliminary and general costs. 5m³ skip (asbestos) to be removed every 90 days. Four 240L wheelie bins (fluorescent light tubes, batteries, pesticides, chemical bottles, etc)	Month	36 Month	R (Per month)	R
2.1.13	Transportation of “Household Hazardous Waste Bin” (5m³ Asbestos skip) and four 240L wheelie bins (fluorescent light tubes, batteries, pesticides, chemical bottle, etc.) including provision of necessary “Non-Fixed” operating plant and equipment	No	30 loads	R (per load)	R

TOTAL: SECTION 2		R
Cost for compulsory vehicle verification inspection, prior to award, at the Municipal Workshop in Vredenburg EXCL VAT		R
SECTION 2: TOTAL PRICE EXCL. VAT		R

Initial_____

EVALUATION PRICE
ADD THE TOTAL PRICE FOR SECTION 1 AND SECTION 2 TO DETERMINE THE
EVALUATION PRICE

SECTION 1: TOTAL PRICE EXCL. VAT	R
SECTION 2: TOTAL PRICE EXCL. VAT	R
TOTAL EVALUATION PRICE SECTION 1 + SECTION 2 EXCLUDING VAT	
VAT @15%	R
TOTAL EVALUATION PRICE SECTION 1 + SECTION 2 INCLUDING VAT	R

Initial_____

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

Initial_____

CONTRACT FORM - RENDERING OF SERVICES**MBD 7.2****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

Initial_____

SECTION 4.7**PRICE ADJUSTMENTS**

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

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

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

Initial_____

SECTION 4.8**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.9**SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT**

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

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

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

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

Initial_____

SECTION 4.10

E-TENDER DECLARATION

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

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

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

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

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

Initial_____