



EXTENSION OF WASTE MANAGEMENT SERVICE

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER NO: WMM LM 04/08/22/01 EWM

RE-ADVERT

ISSUED BY:

Issued and Prepared by:

Winnie Madikizela-Mandela Local Municipality

Community Services Department

Winnie Madikizela Mandela Street

Bizana

4800

Municipal Manager: Mr. L. Mahlaka

Contact Person: Ms. N. Xoko

Tel: 039 251 0230

NAME OF TENDERER: _____



WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO: WMMLM04/8/22/01 EWM

NO.	PROJECT NAME	CONTRACT NUMBER	COMPULSORY BRIEFING
1.	SERVICE PROVIDER FOR EXTENSION OF WASTE MANAGEMENT SERVICES	WMMLM04/08/22/01 EWM	N/A



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1. NOTES TO BIDDERS



NOTE:

- 1.1 All attendees must ensure that they sign the Attendance Register provided on information session.
- 1.2 Participants are requested to ensure that the person who would be authorized to complete the bid documents also attend the Information Session.
- 1.3 Prospective Bidders must ensure that they enter the venue where the Information Session is to be held before the start of information session time.
- 1.4 It is the responsibility of the bidder to attend the compulsory information briefings and/or site briefings if applicable. It is furthermore upon the bidder to arrive at the briefing session venue at the specific time indicated by the Municipality. Winnie Madikizela-Mandela-Local Municipality shall not be held responsible for late attendance at such briefings including as a reason for lack of proper completion of tender documents. The bidder shall ensure signs the attendance register by latest the end of the briefing session.
- 1.5 **The completed bid documents must be emailed by no later than 12h00 on the 22nd May 2023. All tenders must be clearly marked the name of the projects and Reference: Failure to do so your tender may not be considered.**
- 1.6 The municipality reserves the right not to accept the lowest tender or any tender in part or in whole.
- 1.7 The municipality reserves the right to award this tender as a whole or in part without furnishing reasons.
- 1.8 On the date that the award is approved by the Council of the Municipality, the final SLA agreement and terms of afore mentioned tender agreement will come into effect and shall be binding on the Service Provider.
- 1.9 An Attendance Register, which must be completed in full and signed by one Representative of each Service Provider.
- 1.10 Offers entered by prospective Bidders who did not attend the compulsory Information Session shall be discarded.
- 1.11 Compulsory public information sessions will be held to answer any questions that may arise from the tender documents and the tender process. Any Service Provider who fails to attend compulsory information sessions will be disqualified. The Service Provider will be required to sign an attendance register on the date of the session.
- 1.12 Service Providers will be required to attend the compulsory information session that they are intending to bid for in order to be eligible to submit a proposal.



Letter of Consent

The Municipal Manager
Winnie Madikizela-Mandela Local Municipality
P.O. Box 12
Bizana
4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we _____ grant my/our consent to such source to provide confidential information. I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

☐	I/We hereby consent to the above
☐	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: Date:

Name of Witness: Signature:



MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:	22 May 2023	CLOSING TIME:	12H00
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS					
TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R200 000 inclusive of VAT					
OR					
QUOTES.SCM@MBIZANA.GOV.ZA for quotations below R200 000 but above R30 000 inclusive of VAT					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	☐ Yes ☐ No		MILITARY VETERAN		☐ Yes ☐ No
[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]					



<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
<u>TOTAL NUMBER OF ITEMS OFFERED</u>		<u>TOTAL BID PRICE</u>	R
<u>SIGNATURE OF BIDDER</u>		<u>DATE</u>	
<u>CAPACITY UNDER WHICH THIS BID IS SIGNED</u>			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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



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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....



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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



2. SITE VISIT

- 2.1 A site visit is highly recommended as per request in respect of this tender.
- 2.2 The purpose of the site visit shall be to enable the prospective bidders to acquaint themselves with the requirements relating to the Services and areas to be serviced.
- 2.3 The coordinates of the sites to be serviced are as follows:

AREA	COORDINATES (LATITUDES)	COORDINATES (LONGITUDE)
Ward 13 (Mathwebu, Didi, & Ngcingo areas)	Matwebu: Cage 1 (-30.870099°) Cage 2 (-30.869133°) Cage 3 (-30.866720°) Didi: Cage 1 (-30.866720°) Cage 2 (-30.868310°) Cage 3 (-30.868310°) Ngcingo: Cage 1 (-30.872082°) Cage 2 (-30.875193°) Cage 3 (-30.879034°)	Matwebu: Cage 1 (29.835505°) Cage 2 (29.840990°) Cage 3 (29.846262°) Didi: Cage 1 (29.851148°) Cage 2 (29.853705°) Cage 3 (29.855870°) Ngcingo: Cage 1 (29.858307°) Cage 2 (29.861452°) Cage 3 (29.861358°)
Ward 23 (Izikhuba, Plangweni & Seaview areas)	Ward 23: Cage 1 (-31.026313°) Cage 2 (-30.051407°) Cage 3 (-30.061837°)	Ward 23: Cage 1 (30.115618°) Cage 2 (30.132215°) Cage 3 (30.144281°)
Ward 24 (Ebenezer, kwa Garhane & Mzamba Mouth areas)	Ward 24: Cage 1 (-31.067650°) Cage 2 (-31.072019°) Cage 3 (-31.087645°)	Ward 24: Cage 1 (30.164811°) Cage 2 (30.177769°) Cage 3 (30.156489°)



2. GENERAL CONDITIONS OF OFFER

3.1 BIDDERS MUST SATISFY THEMSELVES REGARDING THE CONDITIONS OF OFFER AND PARTICULARS

- 3.1.1 The bidder must, on submission of an offer, be regarded to have satisfied himself as to all the conditions and particulars of the offer.

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

.....
.....RAND (in words);
R .. (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

1. 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 PIN;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. 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 fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



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

SIGNED ON BEHALF OF/BY THE BIDDER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE



3.2 FULL ACCEPTANCE OF CONDITIONS

- 3.2.1 The bidder shall be regarded as having read and understood the General Conditions and the submission of his offer shall be assumed to show his total acceptance of it.
- 3.2.2 Any special conditions with regard to the contract should be contained in the specifications concerning the contract, should supplement the General Conditions and be annexed to them. Provided that such special conditions be valid only if they are contrary to the General Conditions.
- 3.2.3 Subject to the above sub-clauses, the bidder may restrict one or more of the conditions, but If his offer is accepted, no restriction of any condition shall be part of his contract with the municipality, unless, on submission of his offer, he has indicated, specifically, in writing, with regard to each and every condition he wishes to restrict, the number of the condition and the degree to which it should be restricted.

3.3 CONTRADICTIONS

- 3.3.1 If in the contract, any contradictions, ambiguities or lack of concurrence appear to be present in the description, measurements, quality or quantities, the contractor should, before he/she begins to execute the contract concerned or that part of it where such irregularities appear to be present, refer the matter for a decision to the representative of the municipality.

3.4 DEVIATIONS

- 3.4.1 If the bidder offers goods that deviate or differ from the specifications, such deviation should be indicated and described clearly in the offer.

3.5 BREACH OF CONTRACT

- 3.5.1 If it appears to the municipality that the contractor is not executing the contract in accordance with its true purpose and intention, or if the delivery period has lapsed, or if the contractor is in default or has breached the contract in any other way, then the municipality may order the contractor in writing to redeem the default or breach of contract within the period fixed in the written warning and, if the contractor neglects to redeem it within the said period, then the municipality will be at liberty, without prejudice to any of its contractual rights, to execute the work the contractor has neglected to perform, or to take away the whole contract or a part thereof from the contractor and place an order for it with someone else. The contractor shall be liable for any loss suffered by the municipality on account of steps taken by municipality in terms of this clause.

3.6 PAYMENT

- 3.6.1 Unless otherwise indicated in supplementary or special conditions of contract, payment shall be made as follows:
- 3.6.2 WMMLM shall pay for the services rendered by the contractor within thirty (30) days and in line with the municipal Accounts Payable Policy after the end of the month in which the service was rendered, provided the contractor deliver a valid invoice containing the relevant VAT numbers (*VAT Exempted), for the services within that period and in accordance with the municipal deadlines with regards to cut-off dates for creditors.



3.7 PARTICULARS TO BE FURNISHED

- 3.7.1 No offer shall be considered unless it is fully completed in ink and accompanied by enough information that makes it possible to judge whether the tendered goods meet the specifications or not.
- 3.7.2 If the required particulars are not furnished in full, the offer may be regarded as being non-compliant with proposal requirements.

3.8. OCCUPATIONAL HEALTH AND SAFETY LEGISLATION

- 3.8.1 The Contractor shall always be required to adhere and act within the ambit of the occupational health and safety policy of Winnie Madikizela Mandela Local Municipality (WMMLM).
- 3.8.2 The Contractor agree to carry out the work in terms of the O.H.&S.-Act in order to regulate the scope of the work.
- 3.8.3 The parties agree that the Contractor is an independent contractor and not an employee of the Council.
- 3.8.4 The Council will under no circumstance incur vicarious liability for the acts or omissions of the Contractor or its servants nor for the acts or omissions of any sub-contractor which may be employed by the Contractor nor of the servants of such sub-contractor.
- 3.8.5 The parties agree that the Contractor is, for purposes of the work, a mandatory as defined in Section 1 of the Occupational Health and Safety Act No. 85 of 1993 (referred to below as "OHS").
- 3.8.6 The parties hereby agree in terms of Section 37(2) of OHS to the arrangements and procedures between them to ensure compliance by the Contractor with the provisions of OHS.
- 3.8.7 The Contractor undertakes to ensure that he and his sub-contractors and their respective employees will at all times comply with the requirements of OHS and, without derogating from this general undertaking, also to comply with the following: -
 - (1) The work shall be performed under the close supervision of the Contractor's employees and the Contractor warrants that such employees are fully qualified and trained to understand the hazards associated with the work.
 - (2) All employees of the Contractor and its sub-contractors will be medically fit to perform the work they are required to perform.
 - (3) The Contractor shall assume full responsibility in terms of Section 16(1) of OHS. If the Contractor delegates any duty in terms of Section 16(2) a copy of such a written delegation shall immediately be forwarded to the Council.
 - (4) The Contractor shall ensure that he and his supervising staff who oversee the execution of the work are fully acquainted with the requirements of OHS and that his employees, his sub-contractors and their employees fully comply with those requirements.
 - (5) The Contractor shall use, for purposes of execution of the work, only competent employees who are trained on all aspects of Occupational Health and Safety pertinent to them and to the work.
 - (6) Discipline regarding compliance with the requirements of OHS shall be strictly enforced.



- (7) Personal protective equipment shall be issued as required and worn at all material times.
- (8) Safe work practices shall be enforced, and all employees of the Contractor and its sub-contractors shall be made conversant with the contents of these practices.
- (9) No unsafe equipment, or machinery or articles shall be used in the execution of the work.
- (10) All incidents referred to in Section 24 of OHS shall be reported by the Contractor to the Department of Labour as well as to the Council. The Council shall further be provided with copies of any written documentation relating to the incident.
- (11) The Council hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of OHS into any incident involving the Contractor or his sub-contractor or their respective employees.
- (12) Work for which the issuing of a permit is required shall not be performed prior to the obtaining of the necessary valid permit.
- (13) No alcohol, drug or other intoxicating substances shall be allowed on the site where the work is to be performed. Nobody suspected of being under the influence of such alcohol, drug or substance, or of having his faculties impaired for any other reason, shall be allowed on site.
- (14) The Contractor shall co-operate fully with the Council and furnish to the Council or its authorized representative or agent all information reasonably requested by the latter in connection with the execution of the work and the Contractor shall fully and satisfactorily reply to all of the Council's enquiries pertinent to Occupational Health and Safety issues,
- (15) The Contractor expressly agrees to comply with the procedures and arrangements required by OHS in the execution of the work.
- (16) The Contractor hereby undertakes to take whatever additional steps and measures may be necessary to ensure compliance by the Contractor, its sub-contractors and their respective employees with the provisions of OHS.
- (17) The Contractor warrants that he is in possession of the following insurance cover which shall remain in force for the full period during which he, his sub-contractors and their respective employees are engaged in the execution of the work or for the duration of his contractual relationship with the Council, whichever period is the longest, namely: Public liability insurance cover and any other insurance cover that will make adequate provision for any possible loss or claims arising from the acts or omissions of the Contractor, his sub-contractors or any of their respective employees.

3.8.8 COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES ACT 1993

- i) The Contractor warrants that all his and all his sub-contractor's employees will be covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993 for the full duration of the work or for the duration of his contractual relationship with the Council, whichever shall be the longest.

3.8.8.1 DUTY TO REPORT

- i) The Contractor shall be obliged to report to the Council in writing anything in relation to the work or the site where it is being executed which could reasonably be regarded as unhealthy or unsafe.
- ii) The Contractor undertakes for this purpose to ensure that diligent and qualified personnel will carry out inspections at reasonable intervals throughout the duration of the work.

3.8.8.2 WARRANTY

The Contractor warrants that neither he nor his sub-contractors nor their respective employees shall endanger the health and safety of Council employees in any way whilst executing the work.



3.8.8.3 REIMBURSEMENT

The Contractor undertakes to reimburse the Council for all medical costs incurred in relation to any of the employees of the Contractor or his sub-contractors.

3.8.8.4 INDEMNITY

The Contractor hereby indemnifies the Council against any damage, claims or losses arising out of the acts or omissions of the Contractor, his sub-contractors and any of their respective employees or agents in connection with the work or arising out of this Agreement.

3.8.8.5 W.S.W.P. (WRITTEN SAFE WORKING PROCEDURES)

The Contractor will be required to comply at all times with the stipulations of the Occupational Health & Safety specifications & the following requirements viz:-

3.8.8.6 PERSONNEL, PLANT, EQUIPMENT AND LIABILITIES.

a) Contractor's Personnel

i) The Contractor shall be guided by applicable labour legislation, and established protocols for the sourcing of local labour or otherwise, source and provide for the engagement of all Labour, local or otherwise and, for the transport, housing, subsistence and payment thereof.

ii) He shall employ in and about the execution of the Contract only such persons as are careful, competent and efficient in their several trades and calling

iii) The Municipality shall be at liberty to object to and require the Contractor to remove any person who, in the opinion of the Municipality, himself is incompetent or negligent in the proper performance of his duties and such person shall not be again be employed and work on this contract without proof of having acquired the necessary skills or capacity building programme. Such information will be submitted to the **Manager: Environmental Management Services.**

iv) The minimum daily rate paid to general workers cannot be less than the minimum wage rate as specified in the **Ministerial Determination for EPWP**. The minimum wage rate should be adjusted accordingly on an annual basis.

v) The contractor will ensure that the project is **branded; profiled and comply with the EPWP Guidelines as provided by Department of Public Works.**

vi) The Contractor shall submit with his tender, a description of his proposed staff complements, including the CV's and job descriptions of key personnel.

b) Labour Returns

vii) The Contractor shall, from time to time as required by the Municipality, deliver at his office a return in detail, in such form and at such intervals as the Manager: Environmental Services may prescribe, showing the supervisory staff and the numbers of the several classes of Labour employed by the Contractor.

MBD 6.1

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

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



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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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



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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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



3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in



paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).



Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and targeted goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
------------------------------	---



Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



MBD 6.4

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
LOCAL CONTENT OF PRODUCTS

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the S.A economy by procuring locally
 Manufactured products.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
3. “**Local content**” means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**
4. “**Imported content**” means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE



Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) 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;

WITNESSES:

1.

.....
SIGNATURE (S) OF BIDDER (S)

2.

DATE:



MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all 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.



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;



5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

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



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

MBD 9

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

.....	
Signature	Date
.....	
Position	Name of Bidder

3.9 AWARDING OF TENDER

- 3.9.1 WMMLM reserves the right not to accept the lowest tender or any tender in part or in whole.
- 3.9.2 WMMLM reserves the right to award this tender to an emerging black enterprise company.

3.10 RESERVATION OF RIGHTS BY WMMLM:

- 3.10.1 WMMLM reserves the right not to accept the lowest priced tender or any tender, whether in part or in whole.
- 3.10.3 On the date that the contract awards, the contracts agreed between WMMLM and the selected Service Providers pursuant to this will come into effect and shall be binding on the Service Provider.



3.11 CANCELLATION OF OFFER AND/OR CONTRACT

If it is found that an offer or contractor-

- 3.11.1 Has offered, promised or given anyone who had to do with the inviting of offers or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract.
- 3.11.2 Is not executing a contract in a satisfactory manner.
- 3.11.3 Is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply.
- 3.11.4 Is acting in a fraudulent or improper manner or in bad faith toward WMMLM –

Then WMMLM may disqualify the bidder immediately or cancel the contract, after considering all the circumstances and without prejudice to any other legal remedy to his / her disposal in respect of:

- a) any loss and/or damage suffered, and;
- b) any additional costs or expenses incurred in that the WMMLM had to invite new offers or accept a less favorable offer, or whatever.

3. SPECIFIC CONDITIONS REGARDING OFFER

- 4.1 Prospective bidders that are interested in participating for the above-mentioned tender- for **WMMLM**, as specified herein, are invited to tender as follows:
 - 4.1.1 Employ Local laborers for the duration of the contract.
 - 4.1.2 Sub-contract transportation of waste to local SMME's per Ward serviced.
 - 4.1.3 Appoints a dedicated Project Manager who profoundly understands Waste Management.

4.2 CONTRACT LENGTH

- 4.2.1 The envisaged contract will be for a maximum period of 24 months.
- 4.2.2 The contract is subjected to quarterly performance review.

4. OVERVIEW AND SCOPE OF WORK

5.1 INTRODUCTION

- 5.1.1 Community Services Department is responsible for Waste Removal and Disposal services; this is a responsibility to ensure effective and efficient delivery of waste services which is a constitutional responsibility of local government. Then the municipality initiated to appoint a reputable Service Provider(s) to take the overall responsibility of Waste Management Services at 15 areas under 3 Wards (Ward 13, 23 & 24) in WMMLM, emergency collection of illegally dumped waste along R61 and Cleaning and collection



of waste in the CBD during public holidays and weekends. The service provider(s) is/are required to manage the total waste management services and deliver on the mandate of collection, transportation and safe disposal of all waste streams except for medical and hazardous waste.

- 5.1.2 The successful service provider will be appointed with a view of setting targets for reducing waste to the dumping/landfill site through recycling and continually measuring and monitoring overall performance. The hierarchy of waste management shall be strongly emphasized to achieve an environmentally sound waste minimization and prevention plan using effective and efficient management practices and technology expertise.
- 5.1.3 The Municipality intends to adopt eco-friendly measures and green technologies as part of their general business philosophy. The successful service provider must display sustainable business practices and ensures that it promotes conservation of natural resources and decrease the negative environmental impacts.
- 5.1.4 The successful service provider shall display cost savings and efficiencies that can be brought to waste management.
- 5.1.5 The successful service provider will perform all tasks in strict compliance to the National Environmental Management: Waste Act 59 of 2008 (NEM:WA no. 59 of 2008), and all applicable government legislation pertaining to Waste Management Services as well as all relevant amendments thereafter.
- 5.1.6 The service will be required to sub-contract transportation of waste from the 3 wards (Ward 13, 23 & 24) targeting Local Waste Transporters in the wards mentioned. The service provider will be required to:
 - ✓ Appoint 15 ward-based beneficiaries in ward 13, 23 and 24.
 - ✓ 30 Contract workers/ beneficiaries as General Workers to work in the CBD during all public holidays and week-ends.
 - ✓ 2 supervisors to work during weekends and public holidays.
 - ✓ Appoint 1 Project Manager with Project Management Certificate and experience.

5.2 PRIMARY OPERATIONAL OBJECTIVES OF THIS TENDER

- 5.2.1 Appoint an experienced waste management service provider as indicated in this tender.
- 5.2.2 The service provider to be appointed must display an unquestionable track record and experience with positive feedback from their existing and previous clients.
- 5.2.3 The service provider that the municipality will contract for this service must make use of equipment which supports the preservation of the environment includes recycling plans and complies with all the regulations of Republic of South Africa.
- 5.2.4 The service provider must contribute to reporting in the Waste Information System to track on a monthly basis the volumes of the various waste streams generated, the volumes of recyclables and the reduction of waste to landfill/dump site.



5.3 OVERVIEW OF THE SERVICES

- 5.3.1 It is proposed that the provision of waste management service will be undertaken as a separate service at wards as per clusters specified.
- 5.3.2 The specification and frequency scheduled below, serves as a general concept for all areas and as a guideline to minimum requirements, but may be adjusted in accordance with the municipal requests, mutual arrangements, or to ensure a better service.
- 5.3.3 Potential service provider must provide proof of experience in the waste management services industry.
- 5.3.4 The potential service provider to ensure that proper precautionary measures must be taken to ensure that no general waste is strewn while the waste containers are in transit. He/she must ensure that the area surrounding the waste container is cleaned up at all times.
- 5.3.5 Comply with the NEM: WA no 59 of 2008 and all other applicable legislations pertaining to waste and any changes thereafter.

5.4 RESPONSIBILITIES OF THE CONTRACTOR/SERVICE PROVIDER

- 5.4.1 All waste is collected from collection points during collection days for sorting and/or disposal.
- 5.4.2 All waste collection points or drop off sites are kept clean and beautified.
- 5.4.3 All vehicles used for transportation and collection services must be suited to the task and must be kept clean and sanitized, the municipality reserves the right to inspect and approve waste transporters.
- 5.4.4 Non-recycled waste must be disposed and recyclable waste must be kept for a reasonable period.
- 5.4.5 The “cradle to cradle” principle must be followed in disposing of waste correctly, i.e. the contractor is responsible for the correct and safe disposal of waste right up to the end of the waste stream.
- 5.4.6 Keeps statistics, minutes and other records required by legislation on files and available for inspection by the municipal auditors/whoever in authorities
- 5.4.7 Proper records and statistical data of all collections must be kept up to date for inspection/audit purposes when needed
- 5.4.8 Keep all records of disposal required by legislation and forward necessary disposal certificates on a monthly basis to the municipality

5.5 TYPES OF GENERAL WASTE TO BE COLLECTED AND DISPOSED:

5.5.1 Current general waste disposal includes,

- ✓ Mixed papers
- ✓ Cardboards
- ✓ Glass bottles and jars



- ✓ Tins/cans
- ✓ Plastics
- ✓ Metals
- ✓ Wet food stuff
- ✓ Garden waste
- ✓ Broken builders' rubbles
- ✓ Broken glass panes
- ✓ Electric waste

5.6 OTHER OBLIGATIONS: UNIFORMS

- 5.6.1** The service provider must ensure staff are to wear protective uniforms, headgear (including masks) and protective safety shoes whilst on duty.
- 5.6.2** The service provider shall supply all uniforms, which shall be of good quality. All uniform must bear the name and logo of the service provider and that of the municipality.
- 5.6.3** The service provider must ensure that all its personnel employed in rendering of the service are always whilst on duty neatly dressed presentable and hygienic.

5.7 COMPLAINTS REGISTER

- 5.7.1** A complaint register, in which complaints in respect of the service have been recorded will be made available on monthly meetings held every month.
- 5.7.2** Complaints must be resolved within 48 hours.
- 5.7.3** All complaints shall be registered in writing with project manager and waste service unit.

5.8 PENALTIES

- 5.8.1** Any non-compliance with agreed removal requests will result in penalties being levied.
- 5.8.2** The penalties are equivalent to the cost of removals, per day including weekends/public holidays.
- 5.8.3** Penalties must be reported and discussed at the monthly meetings.
- 5.8.4** The penalties will be deducted from the monthly invoice and the balance will be processed for payment to the contractor.
- 5.8.5** Actual unit price of activity not done x frequency of that activity not done=penalty for that month.
- 5.8.6** The monthly charge will be calculated as follows:
 - ✓ Unit price of activities done for the current month x frequency of work done for the current month=Processed Cost.

6. SCOPE OF WORK

6.1 Maintenance of Drop-off Centre/collection site.

- Painting of cage size 4m²
- Re-alignment of Fence of site size 10m²



- Maintenance of gate size length 48" and breath 44"
- Purchasing locks size standard
- Grass cutting of 1000m² area
- Welding of cage/ gate

6.2 Replacement of Drop – off Centre/collection site.

- Purchasing and Installation of cage size 4m²
- Construction of concrete slab to be the size of the cage size 5m²
- Fencing of site size 10m²
- Installation of gate size length 48" breath 44"
- Purchase of locks size standard

6.3 Provision of Cleaning Material

- Steel Rake
- Plastic Rake
- Spade
- Bush knife
- Slasher
- Hoe with handle
- Picker

N.B REFUSE BAGS WILL BE SUPPLIED BY THE MUNICIPALITY

6.4 Personnel:

- Employment of 51 beneficiaries (15 ward-based beneficiaries for rural areas, 30 Contract workers/beneficiaries for weekends and public holidays, 1 Project Manager, 2 Supervisors). The employees will be responsible to clean & maintain the collection areas in 3 different Wards, illegal spots in R61 and cleaning & disposal of waste in CBD during public holidays and weekends.

6.5 Provision of Personal Protective Clothing (PPE) to each beneficiary:

- 1 Rain-suit
- 1 Warm Jacket
- 2 overalls
- 2 T/shirt
- 1 pair of Safety boot
- 1 cricket hat
- 1 beanie hat
- 8 pairs of gloves quarterly



- Dust Masks

N.B The list above is to be supplied to each beneficiary i.e. once in every 12 months of the project.

6.6 Sub-contracting of transportation of Waste from collection sites in 3 Wards i.e Ward 13, 23 & 24.

- Provision of 4-ton truck with appropriate support to accommodate waste.
- Provision of 1.3-ton truck with appropriate support to accommodate waste.
- Long base Bakkie with appropriate support to accommodate waste.

N.B Pricing should consider Department of Transport Rates. All vehicles to have supporting mesh/ any structure around it to increase loading capacity and prevent spreading of waste when vehicle is in use.

6.7 Emergency collection and transportation of illegally dumped waste.

- Cleaning, Collection and Disposal as per demand.

6.8 Recycling

- Promote/encourage recycling of all recyclables items in wards to decrease large quantities of waste taken for disposal through awareness campaigns.
- Assist in finding suitable buyers for recyclables.

7. IDENTIFIED COLLECTION AREAS

Area/Village	Ward	Frequency of collection
Mathwebu Collection point A Collection point B Collection point C	13	As per demand
Didi Collection point A Collection point B Collection point C	13	As per demand
Ngcingo Collection point A Collection point B Collection point C	13	As per demand
Ward 23 Collection point A Collection point B Collection point C	23	As per demand



Ward 24 Collection point A Collection point B Collection point C	24	As per demand
R61 Illegal Dumping	3, 4,7,8,9, 13, 17,18,20,22,23, 24,26,29,31,32	Once every week
CBD Sweeping, collection and disposal of all waste in all streets including EXT 1, 2, 3 & 4 around the CBD	Ward 1	Public Holidays Week-ends

8. BILL OF QUANTITIES & PRICING INSTRUCTIONS

1) GENERAL

- a) The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices.
- b) The Bills of Quantities record the Contractor's rates for providing supplies, services, removals, transportation, storage, disposal + treatment, and other works in accordance with the Scope of Work.
- c) The terms of payment are established in the contract data.
- d) The Bidder's obligations in pricing the bid-offer and the Employer's undertakings in the checking and correction of arithmetical errors is confirmed here-with.

2) DOCUMENTS MUTUALLY EXPLANATORY

- a) The documents forming the Contract are to be taken as mutually explanatory of one another.
- b) The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with all Conditions of the contract.

9. PRICING SCHEDULE – RATES

The rates must be calculated per item for each year, must be all inclusive and must include Vat for Vat vendors.

N.B. Service Provider will be paid as per work done per month.

ITEM No.	DESCRIPTION OF SRVICE	UNIT PRICING	YEAR 1	YEAR 2
1.	Maintenance of Drop-off center/collection site			



	Painting of cage with green anti-corrosive paint	4m ²		
	Re-alignment of fence	25m ²		
	Replacement of treated Pole	1.5 m		
	Maintenance of standard pedestrian gate	Length= 48" Breath= 4"		
	Water resistant and anti-corrosive padlock with 1 m chain	Standard		
2.	Replacement of Drop – off center/collection site.			
	Purchasing and Installation of cage	4m ²		
	Construction of concrete slab to be the size of the cage	6m ²		
	Fencing of site with mesh (1.5m) & babbed wire	25m ²		
	Installation of pedestrian gate	Length= 48" Breath= 4"		
3.	Provision of Cleaning equipment:			
	Makhulu Orange Plastic Rake	Per Item		
	Steel Rake	Per Item		
	Spade	Per Item		
	Bush knife	Per Item		



	Slasher	Per Item		
	Hoe & handle	Per Item		
	Picker	Per Item		
4.	Personnel:			
	Project Manager (rate per day)	Each		
	Supervisor (rate per day) – normal day	Each		
	Supervisor ((rate per day) – weekend & public holiday	Each		
	General Worker (rate per day) – normal day	Each		
	General Worker (rate per day) – weekend & public holiday	Each		

	Provision of Personal Protective Clothing (PPE):			
	Rain-suit	Each		
	Warm Jacket	Each		
	Overalls	Each		
	T/shirt	Each		
	pair of Safety boot	Each		
	cricket hat	Each		
	beanie hat	Each		
	pairs of gloves	Each		
5.				



	NB The above list of PPE must be provided yearly, and be branded with municipal logo and contractor's logo.			
6.	Sub-contracting and Transportation of Waste			
	WARD 13			
	8-Ton Truck	Rate per day		
	4-Ton Truck	Rate per day		
	1,3 Ton Truck	Rate per day		
	Long Base Bakkie	Rate per day		
	WARD 23			
	8-Ton Truck	Rate per day		
	4-Ton Truck	Rate per day		
	1,3 Ton Truck	Rate per day		
	1 Ton- Long Base Bakkie	Rate per day		
	WARD 24			
	8-Ton Truck	Rate per day		
	4-Ton Truck	Rate per day		
	1,3 Ton Truck	Rate per day		
	1 Ton- Long Base Bakkie	Rate per day		



7.	Emergency collection (own transport) Per day/per area as per demand			
	8 -Ton Truck	Rate per day		
	4-Ton Truck	Rate per day		
	1,3 Ton Truck	Rate per day		
	1 Ton -Long Base Bakkie	Rate per day		
8.	Recycling			
	Recycling Awareness & consultation	Per event		
9.	Project Management fees	Per month		

10. EVALUATION CRITERIA

The bids will be evaluated in two stages, namely:

- Stage 1 – Functionality
- Stage 2 – Price and BBBEEE Points

Only Bidders who score 70% or more on stage 1 will be evaluated further and therefore eligible for the award.

Functionality Category and Description	Points Allocation
1. Experience	40
Project Capability and Related Experience: Bidders shall provide traceable references such as signed appointment letters and reference/completion letters/certificates for Previous Experience in waste management project/project management work or any related work to the value of R800 000 or above in the past 5 years. 4 appointment letters and 4 reference letters/completion certificate to be attached. 1 appointment letter and reference/completion letter/certificate=10 points	40
2. Availability all required waste transportation	Maximum 40 Points



2.1 Proof of Ownership for all required Plant and Machine (Logbook or Purchase agreement must be attached)	
8 Ton Truck	10
4 Ton Truck	10
1,3 Ton Truck	10
1 ton Long Base Bakkie	10
2.2 Lease of Hire Agreement for all required trucks and bakkie (Logbook or Purchase agreement must be attached)	
8 Ton Truck	5
4 Ton Truck	5
1,3 Ton Truck	5
1 ton Long Base Bakkie	5
2. Methodology:	
Detailed methodology with the following headings	
1. Site Establishment-2 points 2. Scope of work-2 points 3. Quality Management include relevant qualifications for the Project Manager (NQF level 4 in Environmental Management/Science/Waste Management and a Project Management certificate-10 points 4. Risk Management & Communication Plan-4 Points 5. Time frames & Delivery period-2 points	20

Only Bidders who score 70% or more on stage 1 will be evaluated further and therefore eligible for the award.