



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCD/0073/2023/24 - APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS TO PROVIDE
HOUSEHOLD WASTE COLLECTION SERVICES FOR RUSTENBURG LOCAL MUNICIPALITY FOR A MAXIMUM
PERIOD OF 36 MONTHS**

NAME OF THE BIDDING OR TENDERING COMPANY		
POSTAL ADDRESS		
		POSTAL CODE
STREET ADDRESS (PHYSICAL ADDRESS)		
		POSTAL CODE
E-MAIL ADDRESS		
TELEPHONE NUMBER (TELKOM LINE)		
CIDB CRS NUMBER (IF APPLICABLE)		
CELLPHONE NUMBER		
ALTERNATE CELLPHONE NO.		
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY		



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TICK RESPECTIVE REGION.

NO	RESPECTIVE REGION	TICK
1.	Region A	
2.	Region B	
3.	Region C	
4.	Region D	
5.	Region E	
6.	Region F	
7.	Region G	

NB: BIDDERS ARE ALLOWED TO TICK MORE THAN ONE REGION.



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1. Bid documents available at a non-refundable amount of R 10 000-00 per bid document are available on the e-tender website and must be downloaded.
2. There will be a compulsory briefing session will be held on the 16 January 2024 @ 11h00 -156 Bethlehem Street, Rustenburg Waste Department
3. Bid documents must be in a sealed packaging clearly marked: **"RLM/DCD/0073/2023/24 - Appointment of one or more service providers to provide household waste collection services for Rustenburg Local Municipality for a maximum period of 36 months"** and must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **05 February 2024 @ 11H00**, where after the bids will be opened in public at the Municipal offices.
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), Bidders must be registered with the Institute of Waste Management of Southern Africa (IWMSA), Functionality 75 out of a minimum of 100 points and 90/10 Preference Point System (price = 90 & Specific Goals = 10)**
5. Please note that no bid documents sent through to couriers will be signed for by Rustenburg Local Municipality.
6. Please note that no bid documents sent by electronic mail or post w0073ill be accepted by Rustenburg Local Municipality.
7. Rustenburg Local Municipality will not be responsible for bids submitted late.
8. Bids will remain valid for 90 (Ninety) days. Validity period will only be extended once as prescribed in the Rustenburg Local Municipality Supply Chain Management Policy
9. All bids will be adjudicated based on the prescribed criterion as stipulated in this document.
10. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
11. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
12. Any objection or complaint must reach the Municipal Manager within a 14-day period after award has been made. Late objections or complaints will not be entertained.
13. All bids must be submitted on the official forms provided.



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DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

- ✓ **NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION**

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document
- ✓ Bidders **must** submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a **USB** containing the scanned bidding documentation)

COMPLETION OF THE DOCUMENT

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed.
 - ✚ ***In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.***
 - **MBD 1** must be fully and correctly completed.
 - **PRICING SCHEDULE** must be fully completed and signed.
 - **MBD 4** -only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
 - ✚ ***In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.***
 - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
 - ✚ ***In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*** (complete if applicable)
 - **MBD 6.1** – must be fully and correctly completed.
 - **MBD 8** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
 - **MBD 9** - must be fully and correctly completed.
 - **SECTION 38** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully and correctly completed



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✚ Note that should you answer “NO” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached!

- **SIGNATORY AUTHORISATION** – must be fully and correctly completed.

THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip with the unique tender reference number as stipulated in the tender advertisement.

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION AND AFFIDAVITS WHERE APPLICABLE, BIDDERS ARE REQUIRED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s with all critical contractual obligations or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.



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NB!!

THE COMPANY ADDRESS WRITTEN ON THE TENDER DOCUMENT, AND STATEMENT SUBMITTED MUST BE THE SAME AS THE ONE REFLECTING ON THE CSD REPORT

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ Required CIDB Grading Certificate where applicable.
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed.
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed packaging that has the bid number and bid description on the outside. Both the bid number and the bid description must be on the packaging for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the packaging, the bid will not be accepted
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Submissions which arrive when the tender box is open are considered late.



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ADDITIONAL TENDERING CONDITIONS

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. Bidders must be registered on CSD.
4. Only black pen ink must be used for completing the tender document.
5. Documents must not be completed electronically.
6. Electronic signatures are not allowed.
7. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
8. Bidders must submit both a hard copy document and an electronic tender document in the form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with scanned bid documentation)
9. Rustenburg Local Municipality will not accept documents which are not in envelopes and clearly marked with the bid number and description.

***NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND
RESULT IN DISQUALIFICATION***



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**PART A
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY

BID NUMBER:	RLM/DCD/0073/2023/24	CLOSING DATE:	05 FEBRUARY 2024	CLOSING TIME:	11H00
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DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS TO PROVIDE HOUSEHOLD WASTE COLLECTION SERVICES FOR RUSTENBURG LOCAL MUNICIPALITY FOR A MAXIMUM PERIOD OF 36 MONTHS
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY

MISSIONARY MPHENI HOUSE

CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG

SUPPLIER INFORMATION

NAME OF BIDDER			
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POSTAL ADDRESS			
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STREET ADDRESS			
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TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER				
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FACSIMILE NUMBER	CODE		NUMBER	
-------------------------	-------------	--	---------------	--

E-MAIL ADDRESS				
-----------------------	--	--	--	--

VAT REGISTRATION NUMBER				
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TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
--	---	---	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER		DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED:

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
--	--

DEPARTMENT	SCM	CONTACT PERSON	Mr. W. Moretsi
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CONTACT PERSON	Ms. H. Maisela	TELEPHONE NUMBER	014 590 3108/3456/3101
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TELEPHONE NUMBER	014 590 3633	E-MAIL ADDRESS	kmatsemela@rustenburg.gov.za
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E-MAIL ADDRESS	hmaisela@rustenburg.gov.za		
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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, COMPLETED WITH A BLACK PEN	
1.3. THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

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.

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 / 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?

(Tick applicable box)

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;



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

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

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

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?

(Tick applicable box)

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?

(Tick applicable box)

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?

(Tick applicable box)

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

3.11.1 If yes, furnish particulars.....



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

(Tick applicable box)

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?

(Tick applicable box)

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.

(Tick applicable box)

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	Personal Reference Tax Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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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?

*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.

.....

.....

.....

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
------	----



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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 of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....**2024**
Date



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MBD 6.1 PREFERENCE CLAIMED 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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

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	90
SPECIFIC GOALS	10
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.



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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:



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80/20

or

90/10

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



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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 claimed (90/10 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	2		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	2		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	1		Valid Sworn Affidavit
Persons with Disability	1		Disability verification letter
Youth	2		Certified ID copy
Women	1		Certified ID copy
SMME's	1		Company registration
Total	10		

CSD Report will also be used to verify the above

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



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- ☐ (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:

.....

.....

.....



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MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



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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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		



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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name/s and surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....
Date



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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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)



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in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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;



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- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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SECTION 38: DECLARATION FORM

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....
SIGNATURE OF BIDDER

.....2024.
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WITNESS 1: WITNESS 2:



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SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

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

.....

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2024 resolved to
authorise holder of ID number to sign
all the documents on behalf of the company.

Print name of authorised representative:

Signature:



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NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

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



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GENERAL CONDITIONS OF CONTRACT
(NOT TO BE ALTERED)

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
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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 goods 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. 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.



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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 goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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 as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights



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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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.



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8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:



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- (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, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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.

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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.



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15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 delivery and/or performance



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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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.



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23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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 supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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

24. Antidumping 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 favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may



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deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability



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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 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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser



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34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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.

35.2 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 section 59 of the Competition Act No 89 Of 1998.

35.3 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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TERMS OF REFERENCE/ SPECIFICATIONS

1. DESCRIPTION OF SERVICE

The contract is for the provision of:

A. WET (HOUSEHOLD) WASTE COLLECTION SERVICE

A wet collection service to non-residential and residential properties as defined by the Rustenburg Local Municipality's tariff policy. The basic service Level is a once-weekly kerbside wet collection service to all properties using 240L containers/ 4 Bags. In this areas the average kilogram per lift for a period of ten (10) months prior to advertising this tender document, was between 15kg to 17kg for wet waste. The normal weekly collection makes provision for two bags of green garden waste.

B. AD HOC GREEN WASTE REMOVAL SERVICES

The ad-hoc removal of bagged/bundled garden refuse from residential properties must also be undertaken upon request from Council. This is an ad-hoc service offered at additional cost to residents, hence not widely used.

Remuneration for this service will be fixed as per Pricing Instruction, and is only subject to price adjustment according to the tariff increase of the RLM. All service requests will be limited to those issued by SWM Customer Contact Centre or by Council's representative and at no time as requested directly from members of the public.

WET REFUSE COLLECTION SERVICES FOR RUSTENBURG & NEWLY DEVELOPED AREAS

These number of service points are indicative as they might change due to increasing households numbers during the course of the contract in any region.

- Services providers are expected to quote the Municipality Per Truck on waste collection.

REGION: A

Area	Total number of households	Maximum number of trucks to be utilised per region
OLIFANTSNEK	178	2
DINNIE ESTATE	500	
HEX RIVER LIFE STYLE	197	
HEX RIVER VILLAGE	200	
MARIKANA WEST	1192	
MARIKANA RDP AND CBD	1508	
BOKAMOSO	3239	
LEKGALONG	Not currently covered in the collection schedule	
Total number of households	7014	



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REGION: B

Area	Total number of households	Maximum number of trucks to be utilised per region
WATERFALL EAST	6639	2
WATERKLOOF	3242	
RUSTENBURG EAST	3635	
Total Number of households	13 516	

REGION : C

Area	Total number of households	Maximum number of trucks to be utilised per region
CASHAN	3185	3
SAFARI GARDENS	3165	
PROTEA	1880	
LETHABONG (WARD 27)	1026	
LETHABONG (WARD 28)	2088	
Total Number of households	11 344	

REGION : D

Area	Total number of households	Maximum number of trucks to be utilised per region
RUSTENBURG NORTH	6815	3
ZINNIIVILLE	243	
KARLIEN PARK	371	
GEELHOUT PARK	4831	
TLHABANE (Bester, Ou-kasie, GG, Fox-lake)	3522	
TLHABANE WEST	3889	
BO-DORP (CBD, Cashan 1, Police station area)	2500	
TOTAL NUMBER OF HOUSEHOLDS	22 171	

REGION : E

Area	Total number of households	Maximum number of trucks to be utilised per region
PHATSHIMA	2165	2
ROBEGA	986	
FREEDOM PARK	5351	
SUNRISE VIEW	3896	
PLATINUM VILLAGE	1084	
MONAKATO	3507	
RANKELANYANE	986	
IKAGENG	1430	
BETHANIE	1076	



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BERSEBA	976	
MOUMONG	789	
Total Number of Households	19 095	

REGION F:

Area	Total number of households	Maximum number of trucks to be utilised per region
RAMOCHANA	2332	3
SUNRISE PARK	4478	
MILLION DOLLAR	539	
SONDELA	2206	
SERALENG	3404	
PAARDEKRAAL EXT 1 & 3	3109	
BOITEKONG WARD 20 & WARD 21	12 973	
MERITING 2,3,4,5	4382	
Total Number of Households	31 323	

REGION G: (INFORMAL SETTLEMENTS) : A maximum of only 1 Compactor Truck to be utilized.

Removal Day	Areas for collection	Number of Households
Monday – Friday	Ikemeleng, Yizo Yizo (Boitekong 8), Nkaneng, Boitekong 13 Informal, Ramochana (Rustenburg X13), Freedom Park, Plot 14, Yizo Yizo Tlhabane, Mbeki Sun, Mmaditlhokwa, Popo Molefe, Stormhuise, Sporong South, Sporong North, Jabula and Donosa, Phoane, Group Five, Braampies, Skierlik, Tshilong, Molote City, Mathopestad. Inspection	+33 477

Service point = property/household

Wet Refuse Removal Service: = 240ℓ container / four (4) 60 litres plastic bags.

NB: BIDDER SHOLD INDICATE WHICH REGION TO BID FOR, BIDDER CAN ALSO BID FOR MORE THAN ONE REGION.

2. PROPOSAL FOR INFORMAL SETTLEMENTS AND VILLAGES: COMMUNAL POINTS COLLECTION SERVICE

Integrated waste management collection to provide organised transfer of waste to central collection points and/or kerbside collection (low, medium, high density settlements), including litter picking and clearing of illegal dumps by Cooperatives\EPWP beneficiaries provided by the Municipality and or service provider. In efforts to ensure that waste management also benefits our unemployed communities, a formalised waste collection system must be provided to transfer waste from individual households to the bulk containers used for domestic waste. The job creation (i.e. involvement of community contractors) of such a domestic waste collection systems must be optimised in favour of the local community.



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Communal collection points must be clearly demarcated areas with appropriate receptacles where household waste can be deposited for collection by the service provider. The municipality must ensure that communal collection points are kept tidy at all times.

The receptacles must be covered to prevent windblown litter and user friendly to allow persons to safely deposit waste into the receptacle. The collection points must be easily accessible for waste collection vehicles and encourage waste separation at source.

Frequency of collection – acknowledging that waste minimisation is encouraged, the frequency of waste collection must not encourage illegal dumping or cause nuisance in terms of odours and volumes of waste being stored. Waste deposited at communal collection points must be collected within 24 hours of receptacles being reported as full or at regular intervals so as not to attract vermin and increase health risks. Bulk containers must be collected once filled up or within 24 hours of being reported as full, but not less than once a week.

Collection vehicles that are the most appropriate for the specific task and geographical terrain must be used. Health issues [regular cleaning of the vehicles is required] must be considered. Waste must be collected and transported in closed vehicles (covered to ensure no windblown litter generation) to prevent littering during transportation. Non-compatible must be phased out.

Tenderers should provide a Communal Collection Point proposal including transportation, personnel and receptacles. A full costing and methodology must be provided along with a proposed rate. Tenderers must also make provision for local residents to be employed to collect from households to central collection points.

Informal Settlements and Villages for Communal refuse removal service:

Collection points in these areas should be resourced with 6-10 m³ bins or RORO Containers. These should be provided by the service provider.

Informal settlement and villages will also be quoted PER HOUSEHOLD.

Total number of households to be serviced as per the valuation rol : 104 484

The cost should also include waste collectors (loaders).

3. SCOPE OF WORK

3.1 IMPLEMENTATION

The appointed service provider (s) must be able to start the work with immediate effect, after signing all documents with the Municipality. No preparation days after appointment letters would be allowed to ensure continued service delivery. Failure to be ready for the service will result in penalties for the appointed service provider.

The existing collection routes may be redesigned to fit in with the overall Monday to Friday schedule for the service area, and a detailed operations plan in accordance with the tendered business plan, indicating routes, scheduled



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collection days, vehicle allocations, contingency plans etc. must be submitted to Council's representative for approval at least two weeks prior to the commencement of the contract.

Approved collection schedules must also be communicated to all users by way of a written notice printed and distributed door to door by the tenderer. Any other changes to scheduled collection days and routes will only be allowed with approval of the Unit Manager: Waste Management. Normal operating hours should not be longer than Monday – Friday 06:30 – 18:00. Should there be challenges that are not service provider created that result in waste not being collected on a working day, appointed service providers should make up during the weekend. Challenges that arise from service provider challenges would also result in negotiated penalties. Refuse must be collected on all public holidays that fall on weekdays. The service provider (s) will be paid public holiday rate when performing duty during public holidays.

3.2 COLLECTION POINTS

Residents are instructed to place their refuse bins or bags and their clear bags of recyclable material on the kerb side just outside their properties / group housing complex / refuse storage area on collection day, and collection must be undertaken from this point. The contractor must ensure that any spilled refuse is picked up and the refuse receptacles returned to their original place in front of the client's property. Collection must take place from the nearest proclaimed road in front of the property. The gathering of several houses refuse to create temporary collection points will not be permitted.

3.3 INITIAL CLEAN UP

At the inception of the contract, the Service Provider will be required to undertake an initial and total clean-up of all streets, sidewalks and open spaces in the given area in order to remove the accumulated refuse. The Service Provider will be required to go through the entire area removing all accumulated refuse from all public areas. The initial clean-up is to be completed within the first two months of operation. The initial clean-up should be thoroughly undertaken including education and awareness to the community which should assist maintaining a clean environment. On completion of the initial clean-up or at the end of the second month a joint inspection of the area will be done by RLM and the Service Provider.



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3.4 ILLEGAL DUMPING

Should an incident of illegal dumping occur, the Service Provider must make every effort to obtain details such as vehicle registration numbers, company names, etc., and report this to RLM in order that legal steps may be taken against the offender. The Service provider must also encourage the community to do the same. Irrespective of whether the offender is traced or not, the Service Provider will be responsible to load, remove and dispose of the waste. The only exception will be in the case of medical, hazardous and toxic pharmaceutical and liquid waste where the Service Provider is advised not to allow any contact with the waste. In such cases the incident must immediately be reported to RLM who will arrange for the removal thereof.

3.5 CONTRACTOR'S STAFF

All workers/runners and where possible drivers and supervisory staff must be sourced from within the areas being serviced. Where more than one suburb is serviced by the same team, the number of persons employed from each suburb must be proportional to the number of service points in that area. All staff must be properly trained and resourced in terms of the Occupation Health and Safety Act. This training must, apart from functional training include, but not necessarily be limited to safety, customer relations and their rights and obligations in terms of the Labour Relations Act. The staff must also be made to understand that they represent Council on this contract and are therefore expected to conduct themselves accordingly.

Appointed employees may not solicit gifts, and therefore the "Christmas Box" collection practice by the contractor's staff is thus expressly forbidden. Staff must be provided with the necessary uniforms and protective clothing, which must be such that staff is easily identifiable as employees of the contractor.

N.B. Minimum staff required on a refuse compactor vehicle (team) i.e. minimum of 5 (five) labourers and 1 (one) Driver.

3.6 REFUSE COMPACTOR VEHICLES

Purpose built refuse collection vehicles with on-board compaction and mechanical bin lifting equipment's are required for this contract. The bin lifters must be certified compatible with the Rustenburg Local Municipality's refuse containers, also to those fitted with locks. Service Providers will be held liable for damage caused to the containers by the lifters or through staff negligence. The vehicles must be properly maintained and be kept in a fully roadworthy condition. Enough vehicles must be available to ensure that breakdowns do not disrupt the collection schedule. A full list of vehicles dedicated to this contract must be provided. (See Annexure C).

NB: Only 19m³ or More Compactor trucks are required for households' collection, while Skip loaders are required for collection of Businesses.



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All service trucks should be fitted with electronic tracking system.

3.7 SPILLAGES

The contractor must ensure that any spillages occurring during the loading process or for whatever other reason are picked up and loaded onto the vehicle. The collection vehicle must be such that any liquid emanating from the waste does not spill out onto the roadway.

3.8 ADHOC WASTE REMOVAL

Tenderers must note that, the rate provided may be used in other areas in the Rustenburg Local Municipality that is not covered by this contract should the Municipality experience difficulties in providing such service using its internal resources. Such request shall be communicated in writing to the tenderer by the RLM representative, e.g. Labour unrest.

3.9 PROVISION OF CONTRACT INFORMATION

The Contractor must on a monthly basis provide Council with detailed information regarding the number of loads and mass thereof removed by each vehicle from each area on each day. All the information must be collated and captured continuously, supported by weigh bridge slips to provide the necessary statistical proof on which accurate and verified monthly payments can be based.

3.10 CONTRACT WET WASTE PENALTIES

- *Commencement of the Contract:* Should the Contractor not commence with the contract within the specified lead time after receipt of an official order, the contractor will be penalised.
- *Non-performance iro refuse removal:* A penalty equal to five (5) x the Rate of Wet service x number of days not serviced on a scheduled day will be applied.
- *The service will be deemed non-performance when the Service Provider fails to respond to a complain within seven days.*
- *All complains related to "non-removals" should be reported to RLM Customer Care Centre by community members and also Councillors on the Service Delivery Groups media platforms.*

3.11 SERVICE COMPLAINTS AND ENQUIRIES

The Rustenburg Local Municipality customer contact centre will receive most of the complaints and enquiries relative to this contract. The contractor must however provide contact telephone and fax/e-mail numbers for both office hours and after hours for receiving calls forwarded from the contact centre or to contractor directly. Response times to



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complaints are to be measured and records must be kept of the date and time received and completed for each complaint. Illegal dumping sites within all areas serviced by the appointed service provider will also be expected to be cleared by the service provider, except for rubble dumped which will be done by RLM.

3.12 DISPOSAL

All wet waste must be disposed of at a registered waste disposal site. Proof of all disposal records for the disposal of Wet waste (vehicle registration numbers, date of transaction, waste volumes, waste classification and waste mass) must be provided on a monthly basis BEFORE payment.

Disposal Prepaid Smart Card should be purchased in advance at Mpheni House building at cashier number 10 prior to commencement of services.

3.12.1 PAYMENT IN TERMS OF THIS CONTRACT

Disposal Prepaid Smart Card should be purchased in advance at Mpheni House building at cashier number 10 prior to commencement of services. The appointed service provider (s) must be registered with the Municipality as the Private Waste Collector in line with the Municipal by-law.

Prepaid smart card is to be used in all instances to enter disposal sites. No claims for additional amounts due to the availability of any of the existing transfer or disposal sites changing during the contract period will be considered. For the correctness of the disposal cost allocation refer to RLM's Tariff Policy Disposal unit cost.

3.13 ACCREDITATION OF SERVICE PROVIDERS OF WASTE MANAGEMENT

The successful service provider must be required registered with the Institute of Waste Management of South Africa, in terms of the Rustenburg Local Municipality Accreditation Policy. The Tenderer must ensure that throughout the contract period, the company maintains the accreditation status. Should the accreditation be revoked, the defaulting proceedings will commence in terms of clause 23 of the GCC.

3.14. REPORTING

All fleet used for this service must be fitted with a tracking system that will enable the service provider to submit movement report of vehicles, together with the monthly invoice. The service provider will be expected to provide reports on back yard dwellers as may be required by the Municipality from time to time.

3.15. COMPULSORY INSPECTION

All fleet to be used for this service will be inspected.

3.16. ALLOCATION OF WORKING AREAS

The Municipality will allocate areas of work at its own discretion taking into account locality, rates and municipal own resources. Changes to allocated areas will be communicated formally.



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FUNCTIONALITY: COMPACTOR TRUCK

For a bidder to qualify it is a requirement that a Professional Service Provider score a minimum of 75 out of a maximum of 100 points for functionality to be evaluated further.

Rustenburg Local Municipality reserves the right to verify and confirm any information submitted for Functionality.

Score sheet must be evaluated per region considering the number of trucks required per region.

Values: 1 = Poor; 3= Good; 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
1. Infrastructure, equipment (as per schedule b and annexure b)		25			NUMBER OF FLEET (hired or owned – attached proof) (Leased vehicles must have a letter of intent accompanied by owner's certified registration documents)
Asset register to be provided and prove of ownership), appropriate vehicles [vehicles must not be more than 7 years old at the closing of tender]					
	5 or more Compactors Truck (Value = 5)				
	3-5 Compactors (Value = 3)				
	1-2 Compactors (Value = 1)				
2. Age of fleet to be utilized (Evidence to be provided)		30			Age of Compactors (attach vehicle documents/ certificates)
Attach CV and certificates detailing experience related fields					
	1-2 years old (Value = 5)				
	3-5 years old (Value = 3)				
	6 years or More (Value = 1)				
3. Company experience in wet waste management service		15			Attach Appointment and reference letters to be used for evaluation
	5 or more appointment and reference letters and above (Value = 05)				
	3 - 4 Appointment and reference letters (Value = 03)				
	1 – 2 Appointment and reference letters (Value = 01)				



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KEY PERSONNEL [DRIVER PER TRUCK]		10		Attach a 3-page comprehensive CV Detailing experience in driving heavy duty Vehicle, certified copies of valid EC1 Driver's Licenses with PDP	
(Attach a 3-page comprehensive CV Detailing experience in driving heavy duty Vehicle, certified copies of valid EC1 Driver's Licenses with PDP)					
	5 years and above (Value = 05)				
	3 - 4 years (Value = 03)				
	1 – 2 years (Value = 01)				
Project Manager's Experience		15		Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies	
Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies					
	5 years and above (Value = 05)				
	3 - 4 years (Value = 03)				
	1 – 2 years (Value = 01)				
SUPERVISOR(S) EXPERIENCE [PER REGION]		5		Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies	
Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies					
	5 years and above (Value = 05)				
	3 - 4 years (Value = 03)				
	1 – 2 years (Value = 01)				
TOTAL		100			

#Bidders must be registered with the Institute of Waste Management of Southern Africa (IWMSA)



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FUNCTIONALITY (LOAD LUGGERS)

Values: Not measurable = 0; 1 = Poor; 3 = Good; 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
Infrastructure, equipment (as per schedule b and annexure b)		25			NUMBER OF FLEET (hired or owned – attached proof) (Leased vehicles must have a letter of intent accompanied by owner's certified registration documents)
Asset register to be provided and prove of ownership, appropriate vehicles [vehicles must not be more than 7 years old at the closing of tender]					
	5 or more Load Lugger Trucks Truck (Value = 5)				
	3-5 Load Lugger Trucks (Value = 3)				
	1-2 Load Lugger Trucks (Value = 1)				
Age of fleet to be utilized (Evidence to be provided)		30			Age of Compactors (attach vehicle documents/ certificates)
Attach CV and certificates detailing experience related fields					
	1-2 years old (Value = 5)				
	3-5 years old (Value = 3)				
	6 years or More (Value = 1)				
1. Company experience in wet waste management service		15			Attach Appointment and reference letters to be used for evaluation
Attach Appointment and reference letters to be used for evaluation					
	5 or more appointment and reference letters and above (Value = 05)				
	3 - 4 Appointment and reference letters (Value = 03)				
	1 – 2 Appointment and reference letters (Value = 01)				



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KEY PERSONNEL [DRIVER PER TRUCK]		10		Attach a 3-page comprehensive CV Detailing experience in driving heavy duty Vehicle, certified copies of valid EC1 Driver's Licenses with PDP	
(Attach a 3-page comprehensive CV Detailing experience in driving heavy duty Vehicle, certified copies of valid EC1 Driver's Licenses with PDP)					
	5 years and above (Value = 05)				
	3 - 4 years (Value = 03)				
	1 – 2 years (Value = 01)				
2. Project Manager's Experience		15		Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies	
Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies					
	5 years and above (Value = 05)				
	3 - 4 years (Value = 03)				
	1 – 2 years (Value = 01)				
SUPERVISOR(S) EXPERIENCE [PER REGION]		5		Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies	
Attach a 3-page comprehensive CV and a minimum qualification of a National Diploma in Environmental Studies					
	5 years and above (Value = 05)				
	3 - 4 years (Value = 03)				
	1 – 2 years (Value = 01)				
TOTAL		100			

#Bidders must be registered with the Institute of Waste Management of Southern Africa (IWMSA)



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Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bid under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad \times 100}{500} =$$

- 4.2 No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 75 out of a maximum of 100 points.
- 4.3 Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria
- 4.4 Tenders that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the preference point systems.
5. Evaluation:
 - 5.1 Rustenburg Local Municipality will test the values and other data provided against key component costs, in which regard it will be entitled to use its own data and minimum standards in respect of those cost to evaluate the viability of the tender.
 - 5.2 The tendered rates will be evaluated based on the corrected monthly rate for the combined total tendered sum / amount as set out in the Price Schedule.



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ANNEXURE A: WET REFUSE COMPACTOR VEHICLES:

Service Provider to state which (Compactor Type) vehicles will be utilised for this contract.

<u>REGISTRATION NUMBER</u>	<u>OWNERS NAME</u>	<u>MAKE/ MODEL</u>	<u>REGISTRATION NO.</u>	<u>YEAR</u>	<u>CAPACITY</u>
<u>Owned</u>					
<u>To be leased/Hired</u>					

NOTE:

1. Inspection will be done during evaluation process and the commencement of the contract to verify compliance with quantities as per information on Annexure A.
2. The above details will be used as an indicator of the Contractor's ability to execute this contract and therefore will be part of the Tender adjudication. Please ensure that all relevant information has been submitted with your tender submission to ensure optimal scoring of Functionality points.
3. Proof of ownership of vehicles shall be submitted with the tender submission (proof of registration must be provided to ensure optimal scoring of functionality points).



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ANNEXURE B: LOAD LUGGERS:

Service Provider to state which load luggers will be utilised for this contract.

<u>REGISTRATION NUMBER</u>	<u>OWNERS NAME</u>	<u>MAKE/ MODEL</u>	<u>REGISTRATION NO.</u>	<u>YEAR</u>	<u>CAPACITY</u>
<u>Owned</u>					
<u>To be leased/Hired</u>					

NOTE:

1. Inspection will be done during evaluation process and the commencement of the contract to verify compliance with quantities as per information on Annexure A.
2. The above details will be used as an indicator of the Contractor's ability to execute this contract and therefore will be part of the Tender adjudication. Please ensure that all relevant information has been submitted with your tender submission to ensure optimal scoring of Functionality points.
3. Proof of ownership of vehicles shall be submitted with the tender submission (proof of registration must be provided to ensure optimal scoring of functionality points).



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PRICING SCHEDULE

All prices shall be tendered inclusive VAT but including customs or excise duty and any other duty, levy, or other applicable tax.

All prices shall be tendered in accordance with the unit measurement specified in this schedule.

All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

The single unit rate should be tendered respectively for the Wet (waste) collection service level and will be applicable to any number of lifts. It will also be applicable if the number of service points and or lifts increases through growth and extensions to the contract. This will be done in accordance to item 6 of the tender specifications.

The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items or sub-items as per the Price Schedule to be considered responsive.

Evaluation:

The Municipality will test the values and other data provided against key component costs, in which regard it will be entitled to use its own data and minimum standards in respect of those cost to evaluate the viability of the tender.

The Council reserves the right to amend incorrect calculations, i.e. where the total monthly cost for the individual items per section of the pricing schedule has been added incorrectly. The corrected amount will be used for evaluation and award purposes.

Wet Component

RLM reserves the right to award to more than one service provider.

In the event of labour unrest the contractor may be required to provide wet collection services at the tendered rate outside of the contract defined area, but within the RLM boundaries.

The removal of one 240L bin of wet waste or four standard refuse bags of wet waste from a single service point will be collected from each household.

Payment for garden refuse removal as described in item 1 of the Specification will be in accordance with the tariff prevailing Solid Waste Management Tariff Policy :

The bidder is expected to Quote Municipality for illegal dumping clearance (Only first month of the contract



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ESTIMATED RATE PER COMPACTOR TRUCK**

REGION : A

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Compactor Truck	1	R
2.	Labourers	5	R
3.	Driver	1	R
4.	Illegal dumping clearance	1 (First month into the contract.)	R
SUBTOTAL			R
VAT @15%			R
GRAND TOTAL			R

REGION : B

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Compactor Truck	1	R
2.	Labourers	5	R
3.	Driver	1	R
4.	Illegal dumping clearance	1 (First month into the contract.)	R
SUBTOTAL			R
VAT @15%			R
GRAND TOTAL			R



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REGION : C

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Compactor Truck	1	R
2.	Labourers	5	R
3.	Driver	1	R
4.	Illegal dumping clearance	1 (First month into the contract.)	R
SUBTOTAL			R
VAT @15%			R
GRAND TOTAL			R

REGION : D

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Compactor Truck	1	R
2.	Labourers	5	R
3.	Driver	1	R
4.	Illegal dumping clearance	1 (First month into the contract.)	R
SUBTOTAL			R
VAT @15%			R
GRAND TOTAL			R



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REGION : E

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Compactor Truck	1	R
2.	Labourers	5	R
3.	Driver	1	R
4.	Illegal dumping clearance	1 (First month into the contract.)	R
SUBTOTAL			R
VAT @15%			R
GRAND TOTAL			R

REGION : F

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Compactor Truck	1	R
2.	Labourers	5	R
3.	Driver	1	R
4.	Illegal dumping clearance	1 (First month into the contract.)	R
SUBTOTAL			R
VAT @15%			R
GRAND TOTAL			R



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REGION : G (INFORMAL SETTLEMENTS)

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Compactor Truck	1	R
2.	Labourers	5	R
3.	Driver	1	R
4.	Illegal dumping clearance	1 (First month into the contract.)	R
SUBTOTAL			R
VAT @15%			R
GRAND TOTAL			R

NOTE:

- Price will be fixed for the first year only,
- Prices must include 15% VAT.
- The price will escalate yearly from year 2 to year 3, the indices which will be used is the CPI.

NB: AS AND WHEN REQUIRED THE SERVICE PROVIDER WILL WORK WEEKENDS AND HOLIDAYS WITH A RATE OF 1.5% SATURDAYS AND 2.0% SUNDAYS AND HOLIDAYS.

COMPANY NAME : _____

FULL NAME AND SURNAME : _____

OF THE BIDDER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

CELL NUMBER : _____

DATE : _____

SIGNATURE : _____



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ESTIMATED RATE FOR LOAD LUGGER**

ITEM	DESCRIPTION	QUANTITY	PRICE
1.	Load Lugger	1	R
2.	Load Lugger Assistant	1	R
3.	Driver	1	R
SUB-TOTAL			R
VAT @15%			R
GRAND TOTAL			R

NOTE:

1. Price will be fixed for the first year only,
2. Prices must include 15% VAT.
3. The price will escalate yearly from year 2 to year 3, the indices which will be used is the CPI.

NB: AS AND WHEN REQUIRED THE SERVICE PROVIDER WILL WORK WEEKENDS AND HOLIDAYS WITH A RATE OF 1.5% SATURDAYS AND 2.0% SUNDAYS AND HOLIDAYS.

COMPANY NAME : _____

FULL NAME AND SURNAME : _____

OF THE BIDDER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

CELL NUMBER : _____

DATE : _____

SIGNATURE : _____



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C2.2 Bill of Quantities

- This Bill of Quantities forms part of the contract documents and must be read together with
1. This Bill of Quantities forms part of the contract documents and must be read together with the bid conditions and specifications (see also paragraphs of tender conditions).
 2. The unit price quoted in the Bill of Quantities must cover the full value of material and labour as described in every item, as well as all risks, accountability, and responsibilities. described or implied in the bid.
 4. The detailed BOQ is attached hereto