



BID NO: COM 2/2023

**APPOINTMENT OF SITE OPERATOR FOR THE
OPERATIONS AND MAINTENANCE OF BARBERTON
WASTE DISPOSAL SITE FOR CITY OF MBOMBELA
FOR A PERIOD OF 36 MONTHS**

CLOSING DATE: 3 MARCH 2023 AT 11:00am

NAME OF BIDDER: _____

CSD REG NO: MAAA_____



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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF MBOMBELA					
BID NUMBER:	COM 2/2023	CLOSING DATE:	3 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SITE OPERATOR FOR THE OPERATIONS AND MAINTENANCE OF BARBERTON WASTE DISPOSAL SITE FOR CITY OF MBOMBELA FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX LOCATED @ NO: 1 NEL STREET; MBOMBELA; 1200; MBOMBELA CIVIC CENTRE NEXT TO THE MAIN ENTRANCE.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
Financial Management Services Supply Chain Management Christopher Nkambule Telephone Number: 013 759 2358 Email Address: christopher.nkambule@mbombela.gov.za			Community Services Solid Waste Management Services Mr L S Maluleke Telephone Number: 013 759 2239 Email Address: lesibam@mbombela.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME ON THE TENDER MANAGEMENT PLATFORM. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BID NO: COM 2/2023
CLOSING DATE: 3 MARCH 2023 AT 11:00

APPOINTMENT OF SITE OPERATOR FOR THE OPERATIONS AND MAINTENANCE OF BARBERTON WASTE DISPOSAL SITE FOR CITY OF MBOMBELA FOR A PERIOD OF 36 MONTHS

Bids are hereby invited from experienced service providers for the appointment of a Site Operator for the Operations and Maintenance of Barberton Waste Disposal Site for City of Mbombela for a period of 36 months.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as **from 31 January 2023** on the City's website: www.mbombela.gov.za on the tenders and notices' folder and National e-Tender Portal: www.mbombela.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE LEVEL 1, LATEST RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED BY THE LESSOR'S LATEST RATES AND TAXES CLEARANCE FOR BOTH THE BUSINESS DIRECTORS AND COMPANY AND CSD REGISTRATION FULL REPORT (Summary Report will not be considered), together with the bid document must be sealed in an envelope clearly marked: "BID NO.: COM 2/2023 APPOINTMENT OF SITE OPERATOR FOR THE OPERATIONS AND MAINTENANCE OF BARBERTON WASTE DISPOSAL SITE FOR CITY OF MBOMBELA FOR A PERIOD OF 36 MONTHS, CLOSING DATE: 3 MARCH 2023" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

A compulsory briefing session shall be held on 10 February 2023 at Barberton Waste Disposal Side at 10:00am. Technical enquiries may be directed to the project manager on the below contact details.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific targeted goals.

Supply Chain Management	:	Christopher Nkambule (013) 759 2358
Project Manager	:	Lesiba Maluleke (013) 759 2239
Employer	:	City Manager: Mr W. Khumalo
		City of Mbombela
		Po Box 45; Mbombela; 1200

NB: The results of this bid will be published on council website as prescribed on the MFMA sec 75 (1) (g) and SCM regulations, sec. 23 (c).

SPECIAL CONDITIONS OF THE BID

1. SUBMISSION OF TENDERS

The tender is to be made out on the tender form attached hereto, which must not be detached from this document, and the completed document, fully priced, extended and totalled, completed in all respects, signed and is to be sealed in an envelope which is to be enclosed and delivered in accordance with the instructions contained on the Invitation to Tender.

Proof of posting of a tender will not be accepted as proof of delivery to the appropriate place for the receipt of tender.

Tenders will be opened in public immediately after the advertised closing date.

The information to be submitted by prospective bidders will only be used for tender purposes taking into consideration the Protection of Personal Information Act (POPI Act).

2. TENDER DEPOSIT

Tender documents can be downloaded from the following link: www.mbombela.gov.za, in the tenders and notices folder and National e-Tender Portal: www.etenders.gov.za, free of charge.

3. ADJUDICATION OF TENDER

The City of Mbombela will not be bound to accept the lowest or any tender and also reserves the right to cancel the tender when deemed necessary.

The tender will be adjudicated by City of Mbombela in terms of the Preferential Procurement Policy Framework Act, no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the preferential procurement regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific targeted goals.

Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink (black pen) and all corrections made by the service provider should be dated and signed by the authorised signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.

Certified copy of B-BBEE Certificate OR Original Sworn Affidavit for B-BBEE / certified copy of a Sworn Affidavit for B-BBEE (Level 1). Failure to adhere will lead to non-claiming on preferential points.

A bid not complying with the mandatory requirements stated in the bid document will be regarded as non-responsive and as such will be rejected. If a Bid has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory" will be rejected. This condition will not apply to companies owned by one director / member / sole proprietorship.

A bid will be rejected if any municipal rates and taxes or municipal service charges owed by the bidder (business) or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. Similarly, none submission of

proof of valid and up-to-date rates and taxes statement will render the submission non-responsive.

Bids will be rejected if the bidders or any of the directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. Bids will be rejected if the bidder has abused the CoM's Supply Chain Management System or SCM processes of any state institutions.

MBD 1 will be regarded as a FORM OF OFFER and if the form is not completed in full and signed by the authorised signatory, the submission will be regarded as non-responsive.

4. COMPLETION OF TENDER DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink (black pen) and signed.

The following compulsory documentation **MUST** be attached in order for the bid to be considered:

- Copy of a valid Tax Compliance Status (TCS)
- CSD full registration report must **NOT** be older than **30 days** from closing date and summary report will NOT be considered)
- Valid and relevant COIDA certificate reflecting the relevant nature of business.
- Applicable Annual Financial Statements (AFS) for the latest 3 consecutive financial years.
- Tenderers must provide copies of latest municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes.
- NB: Certified copies of documentation must not be older than three months to be regarded as valid. Copies of "**certified copies**" will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.

5. COMPULSORY BRIEFING SESSION

A compulsory briefing session shall be held on 10 February 2023 at Barberton Waste Disposal Site at 10:00am.

The bidding processes will be limited to bidders who will attend the compulsory briefing session. It is the responsibility of the bidders to ensure that they register their respective company details on the attendance to be circulated during the session.

6. TAXES AND DUTIES PAYABLE

Bidders shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender.

7. WITHDRAWAL OF TENDER

In the event of the successful tender failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Bidder shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

8. NOTICE OF BIDDERS

Should any additions or alterations to the document as issued to Bidders be deemed necessary prior to the date for submission of tenders, these will be issued to Bidders in the form of Notices to Bidders and will form part of the tender document.

The Notices to Bidders shall be completed where applicable by Bidders, signed, dated and returned with the tender documents.

9. PERIOD OF VALIDITY OF TENDERS

The period of validity of tenders shall be **120 days** as stated in the tender form and be calculated from the closing date for submission of tenders.

10. BID PRICE

All prices must include VAT where applicable.

All prices must be stated in South African currency (ZAR) and will be regarded firm for the duration of the contract.

Bid prices must include delivery of all services required, disbursement and VAT (if applicable).

11. APPLICATION OF CESSION AND ASSIGNMENT OF CONTRACT

Approval of cession agreements will only be limited to those cessions' agreements in favour of registered Financial Services Providers funding businesses and entities. Cession must only be applicable to the transfer of right to payment for services rendered by a service provider to a FSP or State Institutions. The written request for cession must be by the service provider and not a third party and the written request by the service provider must be accompanied by the cession agreement.

12. DELIVERABLES

The contract duration will be 36 months after signing of the Service Level Agreement (SLA). Detailed terms and conditions will be stipulated on the SLA.

NOTES / CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<p>a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008</p> <p>b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984</p> <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	<p>a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”</p>	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or notary public (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="792 802 1543 1206" data-label="Form"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank)ex officio: RSA</p> <p>Date: Place</p> <p>Business Address:</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
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4.	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable).</p> <p>N/B CSD Report date should not be more than 30 days before Bid closing date.</p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?</p>	
5.	<p>Tax Compliant Status (TCS)</p>	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>	<p>Has the bidder attached a valid (not expired) TCS?</p> <p>The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet</p>	

			<p>their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).</p>	
6.	<p>Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).</p>	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for</p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM</p>	

		<p>every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?</p>	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	<p>a) The JV/consortium must amongst others, reflect clear profit and losses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.</p>	<p>If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?</p>	

8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	

		<p>may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>		
10.	<p><u>Forging of documents/certificates</u></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders.</p> <p>Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”.</i></p> <p>Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”.</i></p>	<p>Are there any suspicious / alleged fraudulent or forged documents?</p> <p>If yes, has the matter been reported to the nearest SAPS following correct institutional protocol?</p> <p>Has the matter been registered with the Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the</p>	

	12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).		BEC / BAC should detail all the elements of alleged fraud and forged documents.	
11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. 	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS).	a) Applicable to private companies with a public interest score of less than 100.	Has the bidders furnished MBD 5 as mandatory?	

	<p>NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.</p>	<p>b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed.</p> <p>NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>	<p>Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?</p>	
14.	<p>Functionality / Quality for evaluation of complex projects</p>	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE?</p> <p>Has the bidders been scored in line with the evaluation criteria set on the tender document?</p> <p>All portfolio of evidence attached and certified as stated on the bid document?</p>	
15.	<p>The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)</p>	<p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p>	<p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p>	

1. TECHNICAL SPECIFICATIONS

The Solid Waste Management Services Sub-Directorate is currently operating and maintaining Barberton Waste Disposal Site in terms of contracted services. The landfill site is classified as follows:

LANDFILL SITE	TYPE	CLASS
Barberton Waste Disposal Site	G:M:B-	Class B

1. PURPOSE OF THE CONTRACT

The purpose of the contract is to procure the services of a Site Operator (Service Provider) with requisite experience and technical competence in waste disposal management by landfilling.

The service provider will be required to perform, amongst others, the following duties per landfill site:

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

- a) Access, security and vehicle Control
- b) Spreading and compaction of deposited waste to the required densities at the required slopes;
- c) Daily covering sufficient to isolate the waste from the environment;
- d) Limited on-site compositing, spreading of compost on landfill slopes;
- e) Maintenance of a wet weather cells to accommodate one week's waste;
- f) Dust and odour management
- g) Leachate Management;
- h) Routine and continuous maintenance of plant, equipment and facilities
- i) On-going capping of the site including shaping of side slopes to the required gradient
- j) All operations to be in line with conditions stipulated in the *Minimum requirements of waste Disposal by landfill, Classification System and Approved Designs*.
- k) Progressive rehabilitation of side slopes and completed cells on an as and when required basis as per instruction by the Project Managers.

2. DURATION OF THE CONTRACT

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

3. MONITORING AND SUPERVISION

The Work of the Site Operator / Service provider will be supervised by the Solid Waste Management Services Sub-Directorate and/or their officials designated in the form of a Project Managers.

4. NATURE OF CONTRACT

4.1 Provision of Plant, Equipment, Personnel and Fuel

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

The Site Operator will make available the plant and equipment with the required personnel and fuel to operate same to give CoM (Solid Waste Management Services Sub-Directorate) uninterrupted service during the hours of operation. Plant can either be owned or leased as follows:

Table A: Plant and Equipment required at Barberton Waste Disposal Site:

DESCRIPTION OF PLANT AND EQUIPMENT		QTY	REMARKS
1	>20 ton Landfill Compactor	1	Full time
2	D6 Dozer or Similar	1	Full time
3	10000 litre Water Tanker with Sprinklers		Full time
4	Skip Loader Truck to service the skips at the Public Drop-off Area	1	Full time
5	4x2 TLB for miscellaneous works on-site	1	Full time
6	6 m ³ Skip Bins for Public Drop-off Area	10	Full time
7	Wood chipper - Minimum 8 Inch hydraulic Feeder	1	Full time
8	LDV for supervisory and technical staff	1	Full time

NOTE

Back-up plant and equipment must be available for waste spreading and compaction, application of daily cover and maintenance of leachate collection systems within 24 working hours of primary equipment breakdown.

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

Take Note: All plant must not be older than ten (10) years from date of purchase. Evidence of plant age and/or documentation indicating intention to enter into lease agreement must be submitted with the bid document. Failure to submit will lead to the bid being disqualified or rejected.

4.2 Supervision of the landfilling equipment on the Landfill Sites

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

4.3 Scope of Work

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

4.3.1 Waste Disposal

The Site Operator and the CoM, Solid Waste Management Services Sub-Directorate Project Manager will agree on the method of working in line with the permit conditions, waste management license, the *“Minimum Requirements for Waste Disposal by Landfill, 2008, the National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008), National Waste Information regulations Gazetted 13 August 2012 and Waste classification and regulations, national norms and standards Gazetted 23 August 2013.* Waste Disposal will be in accordance with the site specific long-term design and operational plan.

The Site Operator will deposit waste in accordance with the Landfill Filling Plan as issued by the Project Manager.

The Site Operator will be responsible for:

- a) Setting up and enforcing pre-acceptance and acceptance procedures of waste at each landfill site of their responsibility and where applicable request information and/or samples to be provided prior to the transport of waste to the site, to ensure that the waste is within the requirements of the site permit conditions, waste management license or Minimum Requirements.
- b) Ensuring that waste acceptance and disposal procedures on site are compliant with relevant applicable legislation, regulations and site permit, waste management license or Minimum Requirements.
- c) Screening out hazardous and prohibited wastes from the general solid waste stream to reduce the risk of injury to landfill workers, risk of fire and explosion and limit the potential to contaminate the receiving environment.
- d) Strictly managing waste deposition operations on site within permit conditions, waste management license or Minimum Requirements applicable to the character and classification of the site.
- e) Assuring that the landfill site do not pose an unreasonable risk or adverse effect on human health or the environment by demonstrating an acceptable level of compliance with applicable regulatory and legislative requirements.
- f) Ensuring availability of a working face with sufficient cell capacity to accommodate at least one week's waste.
- g) Maintaining an emergency cover material stockpile on site in line with the Minimum Requirements of Waste Disposal by Landfill (One month of cover material must always be available on stockpile).

- h) Where cover is excavated on site, ensure the correct depths and gradients (1:3) are adhered to in order to avert possible groundwater contamination.
- i) Spreading and compaction of waste to a minimum compaction density of 950 kg/m³ in line with the Department of Water Affairs Waste Minimum Requirement for Waste Disposal by Landfill Principles.
- j) Directing and routing vehicle traffic within the landfill site and to and from the active cell/working face in the form of barriers, signs, or a combination of both as reasonably possible to ensure smooth operation and management of the site.
- k) Managing the interaction between the Reclaimers and Site Users.
- l) Establishing, operating and maintaining an easily accessible wet weather cell constructed close to the working face or close to an all-weather road, for use under abnormally wet weather conditions. The wet weather cell must have sufficient capacity to accommodate one week's waste.
- m) Applying sanitary landfill principles of compaction and cover in line with permit conditions, waste management license or minimum requirements in order to prevent the development of nuisances such as litter, flies, odour, vermin and dust.

4.3.2 Covering of Deposited Waste

The Site Operator shall ensure without fail that the working area is entirely covered with a suitable cover material.

The application rate shall be an average thickness of 150mm in line with the permit, waste management license or Minimum Requirements.

- a) The suitable cover material will be sourced (excavated) on site or where applicable the Site Operator will source cover material from materials brought to the site.
- b) The quality of the cover material must comply with the Minimum Requirements for Waste Disposal by Landfilling.

4.3.3 Maintenance of Access Roads including Dust Suppression and Stormwater Drainage

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

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

In repairing the roads, the Site Operator shall:

- a) Use suitable road building material excavated from site (where available), deposited on site, or crushed from deposited builder's rubble by the Site Operator and arranged into stockpile on site.
- b) Use alternative suitable road building material imported from outside the landfill site at no cost to CoM arranged into a stockpile on site by the Contractor.

- c) **Ensure that there is always adequate stockpile of road building material on site and never lower than one month of supply of the required stockpile of fill material.**

The Site Operator shall be responsible for the overall management and maintenance of existing storm water and leachate channels within the landfill site.

4.3.4 Completed Slopes.

The slopes of the completed cell must be in line with the recommended gradient of 1 vertical: 3 horizontal. Instructions pertaining rehabilitation of incorrect slopes to be issued by the Project Manager as and when applicable.

4.3.5 Waste reclamation

The CoM would like to prohibit waste reclamation at all landfill sites. However, since landfills do represent an important resource base for a poor, previously disadvantaged sector of the population, informal salvaging cannot be completely eliminated. There-fore until a regulatory solution is found to eliminate and discourage salvaging, Site Operator shall:

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

The following are the historical numbers of Reclaimers who are active on the working face:

LANDFILL SITE	RECLAIMERS ALLOWED AT THE WORKING FACE	AVERAGE NUMBER OF RECLAIMERS PER DAY ACTIVE ON THE WORKING FACE		
		2019/2020	2020/2021	2021/2022
Barberton Waste Disposal Site	<15	<30	<60	<120

4.3.6 Leachate Management and Monitoring

The Site Operator will be responsible to pump the leachate and test the quality as stipulated within permit conditions, waste management license or Minimum Requirements and alternatively as directed by the Project Manager. It will be a daily responsibility of the Site Operator to maintain a 500mm freeboard on all leachate dams and storm water dams on site.

4.3.7 Composting of Garden Waste

CoM has provided limited space on the landfill site for receipt of green waste. The Site Operator will be required to develop and submit an operational plan for the handling and processing of green waste for the landfill site. The plan should include a provision of a suitable chipper to process green waste to be used to enhance vegetation growth on the side slopes to avoid and prevent erosion.

4.3.8 Tyres Received on Site

No tyres will be allowed for disposal at the working-face except only where the tyres are shredded on arrival. The Site Operator will be required to develop and submit an operational plan for the handling and processing of tyres for the landfill site. The plan should include provision of a suitable tyre shredder to process tyres entering the site in their normal shape and size.

4.3.9 Reclamation of waste

The CoM has provided limited space on the landfill to receive recyclable material on the landfill site. The Site Operator to label the skip bins or storage facilities for recyclable material according to relevant categories at the Public Drop-off Areas and elsewhere on-site where reclamation and recover of waste materials is conducted.

The Site Operator will be responsible in line with these scope of work for receiving and the sorting out of the recyclable materials on-site. The Site Operator shall Sub-contract or undertake the reclamation function at the Public Off-loading area, working-face and elsewhere on-site.

The Site Operator will also be responsible for keeping auditable records for each category of waste reclaimed in accordance with the permit requirements, waste management license or Minimum Requirements.

The Site Operator will be responsible for depositing the residue material from the reclamation activities on the landfill site at no additional cost to CoM.

The Site Operator will be responsible in keeping the landfill site orderly and clean including the area used or allocated for reclamation of materials.

The Site Operator shall be responsible for the development and implementation of a waste minimization and diversion plan for the site. The plan shall be approved by the Project Manager of CoM.

4.3.10 Resources and Personnel

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

The CoM will provide the Site Operator with access to site offices, ablution facilities, parking, kitchen, boardroom, guardhouse, plant shelters and storeroom facilities (where applicable). The Site Operator will be required at own cost, to furnish the offices, provide general office equipment and supplies, provide consumables,

Active communication methods including internet connectivity as well as boardroom equipment will be the responsibility of the Site Operator. (Exception to the rule will be Barberton Waste Disposal Site, where a site office, ablution, parking, kitchen, meeting room, plant shelter and storeroom facilities are non-existent and will be the responsibility of the Site Operator to provide such facilities during site establishment in the form of wooden temporary structures or as directed by the Project Manager.

The Site Operator must at all times provide suitably trained staff and back-up in order to ensure an ongoing environmentally acceptable waste disposal operation. It is a Minimum Requirement that the operation of all landfill site within the CoM are carried out under the direction of suitably qualified and experienced staff complement, the minimum required will be in the form of an experienced full-time site manager to manage the site with a minimum of 5 years' experience on a G:M:B- or higher class site. The experience and qualifications of the site manager shall comply with the "Minimum Requirements for Waste Disposal by Landfill, 1998", as issued by the Department of Water Affairs.

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

- ☐ Security Guards,
- ☐ Site supervisor
- ☐ General workers
- ☐ Plant operators, drivers etc.

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

4.3.11 Electricity, Water and Sanitation Services Accounts

The CoM has installed and connected for the landfill sites access to services such as water, sewerage and electricity. Alternative use of civil services will be the responsibility and on the account of the Site Operator to maintain and service at own cost.

4.3.11 Weighbridge maintenance

The Site Operator will not be required to operate a weighbridge facility. Should a weighbridge be installed at a later stage of the contract period, the Site Operator will be responsible for the general maintenance of the weighbridges including cleaning services and housekeeping.

4.3.12 Occupational Health and Safety Plan.

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

- a) Keep itself appraised of the amendments of the ACT such that it will be compliant at all times.
- b) The Site Operator as an employer in its own right and in its capacity as Site Operator for the execution of the Works, shall have certain obligations and arrangements as per the ACT to ensure compliance by the Site Operator with the provision of the ACT.
- c) The Site Operator shall ensure that workers deployed on the project have received accredited training in the health and safety relevant to the work to be performed on the project.
- d) Keep records of all relevant training given to landfill site workers in each of the workers file.
- e) Item (c) and (d) above will also apply to the Reclaimers as reasonably practicable regarding approved Reclaimers on-site.

NOTE

Bidder shall submit a draft OHS plan suitable for the operations and maintenance of a landfill sites which should, amongst others, address all of the above. The Plans will be subjected to revision on appointment within the initial three (3) months of commencement of the contract or operations.

5. Notice to Bidders

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

The Site Operator will be responsible for operating the site each day, including Saturdays, Sundays and ALL Public Holidays including Christmas day.

5.1 General Information

The following are the general information on the landfill sites:

LANDFILL SITE		TYPE	CLASS	COORDINATES		PHYSICAL ADDRESS
				X	Y	
1	Barberton Waste Disposal Site	G:M:B-	B	25 01 54.31 S	31 11 12.77 E	R40 Barberton

Operating Hours: Applicable to all Landfill Sites

MONDAY-SUNDAY (DAILY) AND ALL PUBLIC HOLIDAYS INCLUDING CHRISTMAS DAY			
1	OPERATING HOURS	OPENING	CLOSING
2	SITE OPERATOR	07:00	17:00
3	OPEN FOR SITE USERS	07:30	15:30

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

Use of landfill sites after hours:

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

The following are the requirements and the general information on the landfill site:

Barberton Waste Disposal Site	
Classification	G:M:B-
Size and Perimeter	10 ha and 1 129.35m
Average Tonnages per Day	>80
Working Hours Per Day	10
Cover Cycle Time	Daily
Waste Compaction Density	1312 kg/m3
Length of Road from Gate to tip face	< 100M
Average Turn Around Time for each site	10 minutes
No of Reclaimers	>30 variable

5.2 Growth Patterns

The following are the recorded growth patterns of waste disposal on the landfill sites. This can be used by the Site Operator to determine the adequate plant and equipment mix to operate and maintain the landfill sites according to these specifications. In case of inadequate or non-satisfactory performance CoM, after due process, reserves the right to terminate the contract.

LANDFILL SITE	AVERAGE TONNAGES PER ANNUM
Barberton Waste Disposal Site	36 000

5.3 Waste quantities

Quantities reflected in the tables below are based on the estimated waste received and latest waste characterization of CoM. However the CoM shall not be bound to these quantities as they may differ from time to time. The Site Operator will be required to submit an average estimate of waste quantities entering the landfill site during the initial three (3) months of commencement of the contract or operations to motivate any payment measurements adjustments.

Because of unpredictable growth taking place, however, the actual quantities may vary considerably from the estimated quantities. Furthermore, the CoM reserves the right to vary its waste disposal strategy, which will affect the waste quantities involved.

6. MEASUREMENT AND PAYMENT

The Bidder shall give the total all-inclusive prices in South African Rands inclusive of all taxes and discounts in the pricing schedule. This pricing will be recorded in the Tender Register. Where conflicts exist between the price quoted in the pricing schedule and the other prices quoted by the Bidder elsewhere, the price quoted in the pricing schedule shall prevail.

The Site Operator will keep all areas of the landfill site in a clean, orderly and litter free condition including grass cutting, cleaning of paved areas, weeding, spillages, landscape, garden maintenance and general housekeeping and cleaning inclusive of the Weighbridge and 500m buffer zone in line with the CoM requirements and the cost thereof must be included in the given rates.

The following prices will be required from all bidders. Where the item is not priced it will be assumed that the Bidder has included the price of executing the item already elsewhere in its rates:

6.1 Provision of Plant, Equipment, Personnel and Fuel.

This rate will cover the cost of the provision of plant, equipment, fuel and personnel as well as directing the operations in line with CoM requirements for the formation of the active cells (wet and dry cells), creation of the required berms, directing the trucks to the active cells, spreading the deposited cells, compaction of the deposited waste to the required compaction density, provision and placing of the required cover material to the depth of 150 mm for all sites and maintenance of adequate stockpile for the emergency and the

required fill material. An extra-over item will be provided for providing fill material from external sources.

6.2 Repairs and Maintenance of Access Roads including Dust Suppression and Storm water

This rate will cover the cost for the provision of plant, equipment, fuel and personnel as well as directing the operations in line with CoM requirements for the maintenance existing roads and construction of access roads on the waste body and associated storm water drainage. The construction material will be sourced from material excavated on site, suitable material deposited on site, builder's rubble deposited on site or road construction material sourced from external source. The Site Operator will be responsible for the provision of the required road construction material and maintenance of adequate stockpile for the emergency and the required road building material. An extra-over item will be provided for providing road building material from external sources.

6.3 Pumping and Testing of Leachate

This rate will cover the cost for the provision of plant, equipment, fuel and personnel as well as directing the operations in line with CoM requirements for pumping and testing of leachate on "as and When Required Basis and maintenance of a 500mm free board at the leachate and storm water dams. (See the Permit Conditions or Waste Management License for details).

NOTE

These Specification covers the requirements for the operation, maintenance and ongoing closure of compacted waste deposited at a GLB+ Waste Disposal Sites with specific reference to the handling of types 2 classified waste. It also covers the day to day requirements for receiving, testing, depositing, spreading and covering of the waste on the Site to ensure an effective operation in accordance with a systematic and operational plan as approved by CoM and other relevant legislation and requirements from the involved authorities at all levels. The Site Operator will also be expected to follow "Sanitary Landfill Practice" to the satisfaction of the CoM.

7. PRINCIPLES APPLICABLE TO THE ACCEPTANCE OF WASTE AT ALL LANDFILL SITES

7.1 If waste requires pre-treatment in order to be classified (such as neutralization, recipitation, oxidation, reduction, etc. in order to decrease the toxicity of the waste), these procedures shall be accomplished under careful control by the waste generator and such exercise should be undertaken off the landfill site. Under no circumstances shall such pre-treatment be performed by the Site Operator or generator of the waste on site.

7.2 No Food waste will accepted on the site, except as directed by the Municipal Health Officer (MHO) of the Ehlanzeni District Municipality as competent authority and generators should be advised to contact EDM immediately without leaving the Site as the MHO has established standards and procedures in this regard.

7.3 The Generator of the waste is responsible for having the waste analyzed and treated, if required, to achieve classification, prior to arranging for the delivery of the waste stream to any of the landfills of CoM.

7.4 The Site Operator shall, as part of this Operational Contract:

7.4.1 Designate a Responsible Person dedicated for site management accordance to the Permit Conditions, Waste Management License or Minimum Requirements.

7.4.2 Supply and maintain the necessary tools of trade, equipment, supplies and consumables such as ICT Infrastructure, Cell phones, Two-way radios etc.

7.4.3 Appoint qualified and competent staff as well as all other general staff required for the operation. (Proof of qualification or accredited training will be required).

7.4.4 Appoint a qualified Site Manager to ensure procedures and control measures for the site operations and maintenance in accordance with scope of work and as directed by CoM in this conditions of contract and as stipulated in the SLA.

7.5.6 The Site Operator shall submit at contract commencement a document that addresses the implementation of management systems to cover the proposed Environmental Management Plan as well as all primary and secondary legislative provisions pertaining to waste disposal management by landfilling.

NOTE

The Site Operator shall, as part of this Operational Contract, also be responsible for monitoring and maintenance of fire extinguishers, first aid kits, training and keeping up to date on changes in legislation and issuing of non-conformance reports to the Project Manager as well as relevant authorities.

8 SECURITY

The Site Operator will be responsible for security management services of the entire site and its entire perimeter. The security of the site shall be 24 hours/ day All Year-around (Monday-Friday) including weekends (Saturday-Sunday) and All Public Holidays inclusive of Christmas Day.

8.1 Barberton Waste Disposal Site has a waste management license Class G: M: B-. The Site Operator shall operate and maintenance of the landfill site in such a way to prepare for the final rehabilitation of the site in accordance with the waste management license. See attached the Waste Management License to be considered as inclusive of the scope of work and specifications of the contract.

8.2 The site is partially fenced with a mesh-wire perimeter fence with a locked gate, new lock to be installed within thirty-days of contract commencement. The Site Operator is required to keep the fence, guard house and gate infrastructure in good order and to repair any damage caused to it.

8.3 The Site Operator must allow for a minimum of 4 (four) security guards during daytime and 4 (four) security guards after hours, in order to prevent any unauthorized entry. Security personnel must be issued with reliable communication devices, self defense mechanisms or apparatus and be provided with adequate means of transport to effectively patrol the outer perimeter-two wheeled motorcycle recommended. Should the Site Operator require further security measures to protect equipment and property, he/she may take such measures at his/her own cost and subject to the Project Manager's approval.

8.4 Alarm systems to be proposed at the site office and ablution to be set-up by the Site Operator as part of the site establishment. The procurement of 24 hour armed response security and the monitoring and maintenance thereof will be the responsibility of the Site Operator (proof of appointment will be required as part of the SLA).

8.5 Provision is to be made for the fact that no unauthorized entry is allowed, and no salvaging on the working face, whether it be formal or informal, is permitted without Pre-approval and if it is not part of the reclamation plan of the Site Operator.

8.6 In addition to the above 1 (one) dedicated security guard must be provided to man the main entrance and exit gate. This security guard must also ensure that no vehicle enter or leave the site without the driver providing a copy of the disposal coupon or established the waste category where applicable.

8.7 The Site Operator should submit, with the bid document, a draft SLA or security contract which will be used for appointment of security for employer scrutiny and comments as per the above.

8.8 The connection and monthly maintenance of the alarm system at the site office and ablution facility to a telemetry system (SMS notification) as well as procurement of 24 hour armed response security and the monitoring and maintenance thereof will be the responsibility of the Site Operator (proof of appointment will be required as part of the SLA).

8.9 Should the Site Operator require further security measures to protect equipment and property, he/she may take such measures at his/her own cost and subject to the Project Manager's approval.

Provision is to be made for the fact that no unauthorized entry is allowed, and no salvaging on the working face, whether it be formal or informal, is permitted without Pre approval and if it is not part of the reclamation plan of the Site Operator.

9 PENALTIES

The acts, omissions, events or requirements for which penalties shall be applied, and the corresponding amounts of the penalties are as follows:

ITEM	DESCRIPTION OF ACTS, OMISSIONS, EVENTS AND ET AL	APPLICABLE PENALTY
1	Failure by the Site Operator to open or operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours.	R10 000, 00 for first half hour, escalating by R4 000, 00 for each further one hour period or part thereof.

2	Failure by the Site Operator to adequately cover overnight with material (excluding limited volumes of waste delivered during exceptional periods or emergency situations after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes	R10 000, 00 for first occurrence, escalating by R5 000, 00 for consecutive days to a maximum of R40 000, 00 per occurrence.
3	Inadequate nuisance control like litter control, odour control, dust control, noisy equipment, fire, rodent control and vector control.	R4 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
4	Not excavating the cover material to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical) : 3 (horizontal).	Site Operator to correct slopes at own costs
5	Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical): 3 (horizontal) Failure to achieve the minimum compaction Ratio of 950kg/m ³	Site Operator to correct final landform at own costs.
6	Failure to achieve the minimum compaction Ratio of 950kg/m ³	R 20 000.00 per occurrence
7	Failure to prepare a Wet weather cell in preparation of rainy season.	R10 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
8	Failure to replace or repair plant after the first 24 hours.	R 5000, 00 per plant after 24 hours, escalating by R2 500, 00 per plant every 24 hours thereafter to maximum of R 25 000, 00 per day.
9	Failure to have the specified security personnel and security equipment on site.	R 10 000, 00 for the first occurrence, escalating by R 5000, 00 for consecutive days to a maximum of R 25 000, 00 per occurrence
10	Failure by the operating Site Operator to achieve a compliance level during the environmental audits, both internal and external.	R 25 000.00 per occurrence
11	Any proven deviation from the operating permit conditions, waste management license which includes the "Minimum Requirements for Waste	R5 000, 00 for first occurrence, escalating by R2 000, 00 for

	Disposal by Landfill, 2008 ", and regulations of the National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008), National Waste Information regulations Gazetted 13 August 2012 and Waste classification and regulations, national norms and standards Gazetted 23 August 2013.	consecutive days to a maximum of R20 000, 00 per occurrence.
--	---	--

10. RECORD KEEPING

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

- a) Permits/Licenses/certificates of compliance applicable to the site
- b) Plant deployed on site on daily basis/equipment operation and maintenance statistics
- c) Log books for all plant, Equipment and Personal deployed on site/daily log of activities.
- d) Assets register for Office furniture and equipment for site use
- e) Incidents and accidents log book.
- f) Occupational health and safety meetings minutes.
- g) Jobs created
- h) Skills transfer program.
- i) Diesel consumption.
- j) Planned Maintenance Program.
- k) Strategic stock control registers.
- l) Service and maintenance records for Plant and equipment.
- m) Waste volumes and Waste analysis results.
- n) Location of waste placement, including a map.
- o) Inventory of cover material used during the month
- p) Environmental monitoring data and results.
- q) Daily photo graphs of the working phase
- r) Occupational safety records, including safety training, surveys, personnel requirements etc.

11. REPORTING

The Site Operator shall be responsible for ensuring that:

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

12 MONTHLY MEETINGS

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

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

13. RECLAIMERS MANAGEMENT PLAN

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

14. HEALTH AND SAFETY PROCEDURES

The Site Operator shall:

- a) Ensure that workers deployed at the CoM landfill site continuously receive refresher safety training courses. Records of such courses must be kept.
- b) Keep the record of all the relevant training given to the worker on file. Project Manager or delegated official reserves the right to inspect training records for workers deployed at CoM landfill site.
- c) Bidders shall in the bid document provide generic and will within fourteen days of award and prior to commencement of contract furnish the CoM Project Manager for approval the updated Operational Plan, Occupational Health and Safety Plan, Emergency Preparedness Plan and Reclaimers Management Plan.

15 MINIMUM REQUIREMENTS

- a) Site Manager to manage the site with a minimum of 5 years' experience in management of a G:M:B- or higher class landfill site(s) and a Degree in Civil Engineering or Environmental Management/Sciences. Bidders must submit CV's with a minimum of one contactable reference and a certified copy of qualifications as proof.
- b) Site Supervisor to manage the site with a minimum of 5 years' experience in management of a G:C:B- or higher class landfill site (s)
- c) All plant must not be older than ten (10) years from date of purchase.

NB Bidders who fail to submit CV's and Certified Qualifications will lose points on Key Personnel.

16 APPOINTMENT

It is the intention of the CoM to unbundle and award contract separately per site, therefore the bids will be evaluated separately. Should a Bidder wish to tender for all the sites, all Bills of Quantities should be completed. No Site Operator will be appointed on more than one site and should there be a Bidder who bids for all sites and obtain the high score on all, the CoM will only award one site to such Bidder and give preference to the second high scoring Bidders on the other site.

In case whereby one Bidder scores the highest points on all sites, such Bidder will be given preference to choose one site out of the two sites, the second highest scoring Bidder will be offered appointment at the rates of the highest scoring Bidder.

NOTE: Failure to accept the offer(s) by Bidders will result in CoM Municipality resorting to award the contract to the highest scoring bidder.

17. GENERAL MATTERS

The Site Operator shall:

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

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

- b) Note that the CoM is on a fixed Calendar System in terms of its waste collection and operations, therefore the landfill sites Site Operator will be required and expected to operate on weekends and public holidays at no additional cost to council.**

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

- c) Upon expiration of the contract be expected to handover the landfill site with all the installations in an acceptable condition.**
- d) Be expected to create jobs in line with CoM Municipality local economic and job creation strategy.**
- e) Be expected to transfer critical technical skills to the CoM Municipality's personnel or its Project Manager or Delegated Officials over the duration of the contract.**

18. TECHNICAL EVALUATION CRITERION

Bids will be evaluated and adjudicated in terms of CoM Municipality Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical evaluation and General Criteria

**Compliance with bid conditions
Technical specifications)**

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected.

2. Infrastructure and resources available

No points will be allocated for in terms of the required plant and machinery, it must be noted that penalties will be implemented should the requirements not be met at any stage of the contract.

3. Staffing profile

Evaluation of the bid's position in terms of:

Staff with relevant experience in the relevant technical field, qualifications and experience of key staff to be utilized on this contract.

4. Company Previous experience

Evaluation of the bidder in terms of company experience Capacity to execute the contract, emphasis will be placed on the experience of contracts of similar size and nature.

TABLE 1 TECHNICAL EVALUATION CRITERION

PLANT AND EQUIPMENT	
No point allocated for technical evaluation. These plant and machinery must be on site once the contract commences. Penalties to be implemented in this regard.	
1.1	>20 ton Landfill Compactor.
1.2	D6 Dozer or Similar
1.3	10 000 litre Water Tanker with Sprinklers
1.4	Skip Loader Truck to service the skips at the Public Drop- off Area
1.5	4x2 TLB for miscellaneous works on-site
1.6	Wood chipper - Minimum 8 Inch hydraulic Feeder
1.7	LDV for supervisory and technical staff

TABLE 2 KEY PERSONNEL

Site Manager		POINTS ALLOCATED	POINTS CLAIMED
Attach CVs with Certified Copies of Qualifications.		5	
1	Qualifications (Environmental Sciences, Civil Engineering):- National Diploma (1 point). • BSC Degree or above (2 points).	2	
2	Experience: • Relevant experience in similar work up 3 Years (1 point). • Relevant experience in similar work from 5 Years and above (3 points).	3	

TABLE 3 COMPANY EXPERINCE

EVALUATION		POINTS ALLOCATED	POINTS CLAIMED
Company Experience		30	
1	Relevant experience of company on projects of similar size. (5-point per project of similar size of a GCB- Waste Disposal Site). Attach appointment letter.	5	
2	Relevant experience of company on projects of similar size. (10-points per project of similar size of a GMB- Waste Disposal Site). Attach appointment letter or reference.	10	
3	Relevant experience of company on projects of similar size. (15-points per project of similar size of a GLB+ Waste Disposal Site) Attach appointment letter or reference.	15	

Bidders must score minimum 15 out of 35 points for functionality points in terms of the Technical Evaluation Criterion above to be evaluated further. Failure to score a minimum 15 points for functionality will result in elimination of the bid and will not be evaluated further.

PRICING SCHEDULE – BARBERTON WASTE DISPOSAL SITE

Read in conjunction with Project Specifications, Measurement and Payment. The pricing schedule must be completed in full and all expected costs must be reflected including in the costing.

DESCRIPTION		UNIT	QTY	RATE	AMOUNT
1	GENERAL AND PRELIMINARY	UNIT	QTY	RATE	AMOUNT
1.1	Site office space, ablutions, plant shelter, security guard-house and installations.	number	1		
Carry to Summary		SUB-TOTAL FOR SECTION 1			
2	FIXED MONTHLY COST	UNIT	QTY	RATE	AMOUNT
2.1	Fixed monthly cost for provision of plant, personnel and equipment required to achieve the scope of work including suitable cover material i.e. builders rubble, clean soil in one calendar month.	month	36		
Carry to Summary		SUB-TOTAL FOR SECTION 2			
3	RATE PER UNIT WASTE HANDLED	UNIT	QTY	RATE	AMOUNT
3.1	Rate based on total units of waste disposed of (Excluding suitable cover material, reclaimed waste and clean garden waste diverted for composting) in on calendar month.	ton	2500		
Carry to Summary		SUB-TOTAL FOR SECTION 3			
4	ESTABLISHMENT OF OUTER SCREEN BERMS AND WASTE COVERING	UNIT	QTY	RATE	AMOUNT
4.1	Import of cover material to working face.	month	36		
Carry to Summary		SUB-TOTAL FOR SECTION 4			

5	GARDEN WASTE AND PLANT MATERIAL SHREDDING	UNIT	QTY	RATE	AMOUNT
5.1	Garden waste and plant material shredding for final disposal.	month	36		
Carry to Summary		SUB-TOTAL FOR SECTION 4			AMOUNT
6	ANCILLARY WORKS	UNIT	QTY	RATE	AMOUNT
6.1	The pumping of leachate	m ³	7 500		
6.2	Leachate and leakage detection dam sampling	no	12		
6.3	Additional pumping (leachate dam and sub-soil channels) on as and when required basis with an authorization by the Project Manager.	Provisional Sum			2 000,000
6.4	When ordered by the Project Manager to execute additional work.	Provisional Sum			1 000,000
6.5	Refreshments	Provisional Sum			60,000.00
6.6	Annual Site Survey	No	3		
6.7	Monthly Site Inspection, Monitoring and Surveys to determine waste management license compliance.	month	36		
6.8	Operations overhead charges on Provisional Sum Items maximum of 7.5 %	%	7.5		
Carry to Summary		SUB-TOTAL FOR SECTION 6			
7	INFRASTRUCTURE AND BUILDINGS	UNIT	QTY	RATE	AMOUNT
7.1	Painting and repair of infrastructure around the site.	Provisional Sum			70,000
7.2	Supply, install and maintain notice boards and signage as and when required.	Provisional Sum			300,000
7.3	Minor repair and maintenance of perimeter fence (as and when required on request by Project Manager)	m	1200		

7.4	Maintenance and repair of access roads to the working face including importing of builders rubble and or fill material to be used (on a quarterly basis)	m	300		
7.5	Operations overhead charges on Provisional Sum Item maximum of 7.5 %).	%	7.5		
Carry to Summary		SUB-TOTAL FOR SECTION 6			
8	PROFESSIONAL AND COMMERCIAL SERVICES	UNIT	QTY	RATE	AMOUNT
8.1	Professional services including Waste Management Licenses, EIA, Commercial, Engineering and	Provisional Sum			2 000, 000
9	SECURITY	UNIT	QTY	RATE	AMOUNT
9.1	Security as specified in the scope of works	month	36		
Carry to Summary		SUB-TOTAL FOR SECTION 7			

PLEASE NOTE THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES AND ARE SUBJECT TO CHANGE.

NB: A provisional sum amount has been provided and covers for the whole contract period. The utilization of all the provisional sums will be subject to the approval by the Head of Department and or Delegated Nominee.

No payments will be effected if HoD or Delegated Nominee did not authorize the utilization of the provisional sum amount. Three quotations must be supplied by the Site Operator for final decision by the HoD and or Delegated Nominee before execution.

SUMMARY – 3 YEAR CONTRACT

COST	SECTION	AMOUNT
PRELIMINARY AND GENERAL		
FIXED MONTHLY COST		
NR. RATE PER UNIT WASTE HANDLED		
ESTABLISHMENT OF SCREEN BERMS AND WASTE COVERING		
GARDEN WASTE AND PLANT MATERIAL SHREDDING		
ANCILLARY WORKS,		
INFRASTRUCTURE AND BUILDINGS		
PROFESSIONAL AND COMMERCIAL SERVICES		
SECURITY		
TOTAL EXCLUDING VAT		
ADD VAT (15%)		
TOTAL CONTRACT AMOUNT		

BID PRICE(S) IS/ARE SUBJECT TO A 10% ESCALATION

YEAR ONE (01)

- **BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER COMMENCEMENT OF CONTRACT.**

YEAR TWO (02)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF 10% FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF YEAR ONE (01)**

YEAR THREE (03)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF 10% FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF YEAR TWO (02)**

NB: the total bid price must be reflected on the form of offer, MBD 1 on page 3 of the tender document. Failure to adhere will lead to immediate disqualification.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED, NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCES THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number: COM 2/2023

Closing Time 11:00 on 3 MARCH 2023

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QTY	DESCRIPTION	BID PRICE IN RSA CURRENTLY (INCLUDING VAT)
-	Required by	.....
-	At:	.....
		
-	Brand and model	.....
-	Country of origin	.....
-	Does the offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....
			*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Procurement Related Enquiries:

Christopher Nkambule

Supply Chain Management

Tel No: 013 759 2358

Email address:

christopher.nkambule@mbombela.gov.za

Technical Enquiries:

Lesiba Maluleke

Community Services

Tel No: 013 759 2239

Email address:

lesibam@mbombela.gov.za

DECLARATION OF INTEREST

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT 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.

.....

.....

YES / NO

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

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality 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?

3.1 If yes, furnish particulars

.....
.....

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

YES / NO

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2 points	
2.	for at least 30% woman or women shareholding or owned enterprise	2 points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise located within the local area of jurisdiction	2 points	
6.	for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered or works to be undertaken	2 points	
7.	for Corporate Social Investment (CSI) or Social Labour Plan proposition (2% of the total budget allocated)	5 points	
8.	for valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3 points	
The City will utilize the CSD report for the above-mentioned information.			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

THIS MBD FORM MUST NOT BE COMPLETED PRIOR TO APPOINTMENT. IT WILL BE ONLY BE FURNISHED AND SIGNED BY THE SUCCESSFUL BIDDER/SERVICE PROVIDER

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	

(BIDDERS / SERVICE PROVIDERS MUST NOT FILL THIS PART TWO OF THIS MBD 7)

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER /CITY OF MBOMBELA)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

2.2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- a. If a Bidder is a **COMPANY**, a **certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- b. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
Is a CERTIFIED COPY of the resolution attached?	YES		NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm

that I am the sole owner of the business trading as _____

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
--

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms _____
 _____ authorized signatory of the Company/Close
 Corporation/Partnership (name) _____, acting in the capacity
 of lead partner, to sign all documents in connection with the tender offer and any contract resulting
 from it on our behalf.

1. Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY BIDDER	ALLOCATED POINTS
PRICE AND COMPETENCE GOALS (80 POINTS)	PRICE	80		
	SUB TOTAL	80		
EQUITY PROMOTION GOALS (20 POINTS)				
	B-BBEE STATUS LEVEL OF CONTRIBUTION	20		
	SUB TOTAL	20		
	TOTAL	100		