

# Fetakgomo Tubatse Local Municipality



**BID NO. FTM/T05/23/24**

## **APPOINTMENT OF A SERVICE PROVIDER FOR OPERATION & MANAGEMENT OF MALOGENG LANDFILL SITE FOR A PERIOD OF 24 MONTHS (2 YEARS)**

<b>TECHNICAL ENQUIRIES</b>	<b>BIDDING RELATED ENQUERIES</b>
<b>Environmental &amp; Waste Management</b> <b>Mr MA Lesufi</b>	<b>Supply Chain Management</b> <b>Ms ME Talane</b>
Fetakgomo Tubatse Local Municipality	Fetakgomo Tubatse Local Municipality
1 Kastania Street Burgersfort Civic Centre 1150	1 Kastania Street Burgersfort Civic Centre 1150
Tel: (013) 231 1199	Tel: (013) 231 1000

**NAME OF BIDDER (BIDDING ENTITY) :** .....

.....

**CSD NUMBER :** .....

**CLOSING DATE :** **03 November 2023**

**CLOSING TIME :** **12H00**

**THE TOTAL BID PRICE OFFERED -----VAT Inc**

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## FORM A

### **BID NOTICE**

**BID NO: FTM/T05/23/24**

Appointment of a service provider for operation & Management of Malogeng Landfill Site for a period of 24 Months (2 years).

Bid documents containing the Conditions of Bid can be downloaded and printed for free from Municipal website and eTender portal or purchased at the Fetakgomo Tubatse Local Municipality (Civic Centre) offices, at 1 Kastania Street, Burgersfort, 1150.

The completed bid document, must be fully priced and signed, sealed in an envelope - marked with the "BID number", and deposited in the tender box at the Fetakgomo Tubatse Local Municipality CivicCentre offices, Burgersfort or at the Apel Regional office, StandNo.1 Mashung, Ga-Nkwana, no later than **12H00pm on 03 November 2023. The municipality will not take any responsibility for lost documents due to poor packaging.**

Fetakgomo Tubatse Local Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted.

The Municipality shall evaluate and award the bids in accordance with the 80/20-point system of the Preferential Procurement Policy Framework Act, 5/2000, as amended in 2022 - where 80 points are for the bid price and 20 points are for specific goals - the general conditions of contract (GCC) and, if applicable, any other special conditions of contract. Prospective bidders must accept that the bid price will be adjudicated according to market related prices and/or prices as per legislation, where applicable. Bids will remain valid for **120 validity** days.

Enquiries related to technical specifications should be addressed to **Mr MA Lesufi** on the telephone number (013) 231 1199 or email [www.malesufi@ftlm.gov.za](mailto:www.malesufi@ftlm.gov.za)

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

**MAKGATA MJ  
MUNICIPAL MANAGER**

MBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FETAKGOMO TYUBATSE LOCAL MUNICIPALITY</b>					
BID NUMBER:	<b>FTM/T05/23/24</b>	CLOSING DATE:	<b>3 NOVEMBER 2023</b>	CLOSING TIME:	<b>12H00PM</b>
DESCRIPTION	Appointment of a service provider for operation & Management of Malogeng Landfill Site for a period of 24 Months (2 years)				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>1 KASTANIA STREET</b>		<b>OR</b>		<b>STAND NO 1</b>	
<b>CIVIC CENTRE</b>		<b>MASHUNG</b>			
<b>BURGERSFORT</b>		<b>GA-NKWANA</b>			
<b>1150</b>		<b>0739</b>			
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES, ANSWER PART B:3]	
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>		<b>R</b>	
<b>SIGNATURE OF BIDDER</b>	.....		<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Mr MA Lesufi	
CONTACT PERSON	Ms ME Talane		TELEPHONE NUMBER	013 231 1199	
TELEPHONE NUMBER	013 231 1000		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	malesufi@ftlm.gov.za	
E-MAIL ADDRESS	metalane@ftlm.gov.za				

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>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.</b>	

**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: .....

## FORM B

### TERMS OF REFERENCE

#### **1. Background;**

Fetakgomo Tubatse Local Municipality (FTLM) is a legal permit holder for the establishment and operation of Malogeng Landfill Site (Malogeng Landfill). The site is located on farm Diamand 422 KS in Malogeng fields, which is situated at about 4km south of R37. The site can be accessed via R37 from Polokwane or Burgersfort and D4190 from Ga-Nkwana to Leporogong. The landfill is for general waste, which comes from the local communities, local clinics, shopping areas and the mines within the municipal jurisdiction. The site is a Class B site as per the set norms and standards for the disposal of waste to landfill. (The site used to be known as a G: C: B- site according to the old classification). The site was permitted on the 14th January 2009. The site has an operational weighbridge and scale to quantify incoming and reclaimed waste. A thorough record keeping and accurate approximation reporting figures shall be required from the service provider responsible for the management and operation of the landfill site.

#### **2. Objective;**

The objective is to procure the services of a service provider with requisite experience in waste disposal by landfill. The service provider will be required to perform the following duties.

- a) Operate and maintain the landfill site including the provision and supply of landfill plant & equipment to execute the operations on a daily basis by doing the following: Have 22- 30-ton landfill compactor, (Operation of the Landfill site should be done according to the Permit conditions) e.g., dust suppression, compaction and covering, picking of windblown litter, maintenance of monitoring boreholes, conducting of internal audits)
- b) A Site Manager, supervisor for operation, operators of the equipment and at least four waste pickers or spotters onsite;
- c) Conduct waste recording of disposed and reclaimed and also cover material;
- d) Spread the waste properly in the landfill cell;
- e) Compact such waste before covering it on daily basis;
- f) Cover waste with the suitable and approved cover materials
- g) Compact with a minimum of 150mm of suitable cover material;
- h) The cell must not exceed 3m above ground level;
- i) Windblown waste should be picked from the fence or areas around the site on daily basis (morning and afternoon);

- j) Dust suppression measures must be implemented on daily basis;
- k) Operate weighbridge scale;
- l) Maintain storm water channels;
- m) Maintain water monitoring boreholes;
- n) Undertake Water Monitoring twice in a year on request;
- o) Keep records from rain gauge available onsite;
- p) In case of incidents ensure compliance with permit conditions by reporting them on time as specified in the permit;
- q) Cooperate with site inspectors specifically from Department of Labour, Department Forestry, Fisheries & the Environment, Limpopo Department of Economic Development, Environment & Tourism, Department of Water and Sanitation, Sekhukhune District Municipality and FTLM;
- r) Apply OHS Act requirements on employees and landfill users;
- s) Familiarise yourself with the operation plan, environmental report, environmental authorisation, and landfill site permit/waste management license conditions in order to implement them;
- t) Storm water run-off control; and
- u) Routine and continuous maintenance of plant, equipment and facilities

### **3. Scope of Work;**

#### **3.1. Provision of Plant, Equipment, Personnel and Fuel;**

As a general provision, the Service Provider shall be required to ensure that plant, equipment and personnel on the site are commensurate with the size and type of the landfill management and operation. The Service Provider shall supply the optimal plant mix that will be able to landfill the deposited waste at the landfill site during the specified working hours in line with the Landfill permit conditions and the principles of the Waste Disposal by Landfill as prescribed by the Department of Forestry, Fisheries & the Environment and as prescribed by the NEM: Waste Act 59 of 2008.

The Service Provider will be required to avail at all times, the required plant, equipment, personnel and fuel for the management and operation of the Malogeng Landfill Site at all required times during the hours of operation. Backup equipment must also be available for waste spreading, compaction, application of daily cover and maintenance of leachate collection systems within 24 hours of primary equipment breakdown.

## MINIMUM PLANT & EQUIPMENT REQUIREMENTS

Item	Quantity	Remarks
22–30-ton Landfill Compactor	1	<b>Full time</b>
D6 Dozer or Similar	1	As and when required
Track Excavator	1	As and when required
6M³ Tipper Truck	1	<b>Full time</b>
Water Tanker with Sprinkler	1	<b>Full time</b>
2-inch water pumps with hoses	1	As and when required
Backhoe Loader (Operating Weight-Nominal of 8475kg minimal and Operating Weight-Maximum of 11 000kg)	1	<b>Full time</b>

### 3.2. Supervision of the Land Filling Equipment on the Landfill Sites;

The service provider shall supervise all landfill plant/equipment at all times and ensure that such is operated in accordance with the standard operating procedures. Furthermore, the service provider 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.

### 3.3. Method of Operation;

Method of operation will include but will not be limited to:

#### 3.3.1 Waste Disposal;

The service provider and the Municipality: Environment, Waste, Cemeteries & Recreational Facilities Unit (EWCRU) Representative will agree on the method of working in line with the permit conditions. FLTM: EWCRU Representatives will give direction to the service provider to areas where the trucks can offload the waste.

The service provider will deposit waste in accordance with the Landfill Filling Plan as issued by the municipality.

**The service provider will be responsible for:**

- a) Setting up and enforcing pre-acceptance and acceptance procedures of waste at the Landfill site 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.
- b) Ensuring that waste acceptance and disposal procedures on site are compliant with relevant



applicable legislation and regulations.

- 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 applicable to the character and classification of the site.
- e) Assuring that landfill site does 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 permit requirements.
- f) Ensuring availability of a working face with sufficient cell capacity to accommodate at least one week's waste.
- g) Maintaining an available cover stockpile on site.
- h) Where cover is excavated on site, ensure the correct depths are adhered to in order to avert possible groundwater contamination.
- i) Maintenance of emergency stockpile for the cover material (One month of cover material must always be available on stockpile)
- j) Construction of necessary soil berms for controlling storm water and areas for depositing waste.
- k) Spreading and compaction of waste to a minimum compaction density of 150mm in line with the permit conditions and Department of Water and Sanitation's Waste Minimum Requirements for Waste Disposal by Landfill Principles.
- l) Directing and routing traffic within the landfill site and to and from the active cell/working face in the form of barriers, signs, or a combination of both.
- m) Managing the interaction between the Reclaimers.
- n) Ensure that plant and equipment at the working face is kept to a minimum to allow for safe operations and to prevent accidents.
- o) Establishing, operating and maintaining an easily accessible wet weather cell constructed close to the site entrance 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.
- p) Applying sanitary landfill principles of compaction and cover in order to prevent the development of nuisances such as litter, odour, vermin and dust.
- q) The service provider shall also be responsible for management of waste disposal fee system to be imposed on the Landfill users.
- r) The service provider shall ensure that the globe crusher is provided, emptied (disposed) at regular intervals as and when required through the appropriate and acceptable disposal mechanisms as a rate only.

### **3.3.2 Covering of Deposited Waste;**

The Service Provider 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 requirements.

- a. The suitable cover material will be sourced (excavated) on site or where applicable the Service Provider will source cover material from materials brought to the site.
- b. The Service Provider shall ensure that there is always adequate stockpile of cover material with a minimum of one month of supply of the required stockpile of cover material available.
- c. Special permission maybe issued to purchase covering material from outside source at a cost per ton (rate only to be supplied)

### **3.3.3 Construction and Maintenance of Access Roads including Dust Suppression and Storm water Drainage;**

The service provider shall be responsible for the construction of the gravel access roads inside the landfill site and on the waste body of the landfill site and the maintenance of existing access roads. The service provider 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 achieved.

#### **In constructing the roads the service provider shall:**

- a) Use suitable road building material excavated from site (where available), deposited on site, or crushed from deposited builder's rubble by the service provider and arranged into stockpile on site.

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

### **3.3.4 Completed Slopes;**

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

### **3.3.5 Waste Reclamation;**

The municipality would like to prohibit waste reclamation at the Landfill site. However, since Landfills do represent an important resource base for a sector of the population, informal salvaging cannot be eliminated. Therefore, until a regulatory solution is found to eliminate and discourage salvaging, the service provider shall:

- a) Develop an on-site waste reclamation plan (approved by relevant authorities) to facilitate,

formalisation and control of 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 minimise health risks;
- e) Manage the reclaimers at the working face in order to minimize the interaction between the plant and equipment used on the landfill site and the reclaimers.
- f) Regular meetings must therefore be held between the Landfill operators and the reclaimers or their representatives, in order to educate them and negotiate with them where applicable.

### **3.3.6 Leachate Management and Monitoring;**

The service provider will be responsible to pump any possible leachate, storm water, seepages and conduct boreholes water quality tests and alternatively as required by the Landfill Site Supervisor.

### **3.3.7 Composting;**

The Municipality has provided limited space on the Landfill for receipt of green waste. The service provider will be required to develop and submit an operational plan for the handling and processing of green waste for the Landfill site.

### **3.3.8 Tyres Received on Site;**

In terms of the new tyre regulations the municipality will not accept any tyres at its Landfill site unless the tyres are completely cut into quarters. The Landfill site is yet to be registered with **REDISA** as a stockpiler of tyres which will be collected at certain intervals by REDISA

### **3.3.9 Recycling on Site;**

The municipality has provided limited space on the Landfill to receive recyclable material on the Landfill site by a recycling company

The service provider will be responsible for management in line with the agreement with municipality for receiving and the sorting out of the recyclable materials on site.

The service provider will be responsible for depositing the residue material on the Landfill site at no additional cost. The service provider will be responsible for keeping the Landfill site orderly and clean including the area allocated for recycling of materials.

The service provider shall be responsible for the development and implementation of a waste

minimisation and diversion plan for the site. The plan shall be approved by municipality

### **Resources and Personnel;**

It is a Minimum Requirement that there should be sufficient resources to meet the permit requirements of the site and the Minimum Requirements relating to the operation of the Landfill site. Therefore, the municipality will provide access to services such as water, sewerage and electricity which will be the responsibility of and on the account of the service provider. The PM will provide the service provider with access to site offices, ablution facilities, parking, guardhouse, plant shelters and laboratory facilities (where applicable). The service provider will be required at own cost, to furnish the offices and provide general office equipment for the said office.

The service provider 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 sites within the Municipality be carried out under the direction of suitably qualified and experienced staff complement, the minimum required will be in the form of an experienced **Landfill Manager with a Post-Matric or tertiary qualification** related to Environmental or Waste Management. The Landfill Manager must have not less than **a minimum of 3 years' experience on a similar work**. The site **Supervisor shall have passed Matric, have certificate in Landcare/Environmental/Waste Management and possess relevant three years' experience in Landfill Operations and Management**. The responsible person must in cases be supported by suitably qualified and competent staff at any given time at which the Landfill is operational:

- 1x Landfill Manager
- 1x Site Supervisor
- 2 x spotters
- 2 x general worker as a cleaner
- 4 X Plant Operators

Two or more of the landfill staff mentioned above should be trained as Occupational Health and Safety Representative, First Aider and Fire Fighter.

The support staff must be fully acquainted with the operations of a Landfill site. This staff complement should commensurate with the size and type of the operation, as well as with the facilities and plant involved.

### **3.3.10 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 Service Provider shall:

- a) Keep itself appraised of the amendments of the ACT such that it will be compliant at all times.
- b) The service provider as an employer in its own right and in its capacity as the appointed agent for the execution of the works shall have certain obligations and that the subsequent arrangements shall apply to ensure compliance by the service provider with the provisions of the Occupational Health and Safety Act.
- c) The service provider 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 workers in each of the workers file.
- e) Item (c) and (d) above will also apply to the Reclaimers in the event that there are approved Reclaimers on the project.

**4. Information;**

The following information is provided to assist bidders. FTLM: EWCRU gives no assurances or warranties as to the accuracy or to future trends. The service provider will need to satisfy himself/herself with regard to the accuracy of the statistics and make suitable provision in the rates to cover the cost of providing the service.

**4.1 General Information;**

The following are the general information of the Malogeng Landfill Site:

<b>Classification</b>	GCB (GLASS B)	
<b>Physical Address</b>	Part of Farm Diamand 422 KS	
<b>Operating hours</b>	Weekdays.	Weekends and Holidays.
	07h00 to 18h00	08h00 to 14h00
<b>Average tonnages per month</b>	800t	
<b>Working hours per day</b>	11hrs	
<b>Cover cycle time</b>	Daily	
<b>Waste Compaction Density</b>	1.5	
<b>Length of Road from Gate to tip face</b>	± 100 meters	
<b>Number of Reclaimers</b>	Not exceed 20	

## **5 Record keeping;**

The service provider shall submit a management/operational plan for record keeping and reporting system. The plan shall amongst others require the service provider to keep and maintain manual and electronic records of the following:

- a) Permits/licences/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 deployed on site/daily log of activities.
- d) Incident and accidents log book.
- e) Occupational health and safety meetings minutes.
- f) Jobs created
- g) Skills transfer program.
- h) Planned Maintenance Program.
- i) Waste volumes and Waste analysis results.
- j) Location of waste placement, including a map.
- k) Depth of waste below the final cover surface.
- l) Inventory of daily cover material used and stockpile.
- m) Environmental monitoring data and results.
- n) Inspection reports, including photographs.
- o) Design documents, including drawings and certifications.
- p) Calendar of events.
- q) Personal information and work history for each employee, including health information such as illness reports.
- r) Occupational safety records, including safety training, surveys, personnel requirements etc.

## **6 Reporting;**

**The Service Provider 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 service provider will ensure that the incident is recorded and reported to the Municipality, relevant authorities and law enforcement agencies within a prescribed timeframe stipulated in the operating permit.

- d) Where an injury has occurred, the service provider 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 Manager or delegated representative: Environment, Waste, Cemeteries and Recreational Facilities Unit on an approved format by no later than the **03<sup>th</sup> day** of the month following the end of the reporting month.  
Quarterly Reports are compiled and submitted to the Manager or delegated representative: Waste & Environment Management Unit in an approved format by no later than the **03<sup>th</sup> day** of the month following the end of the reporting quarter

## **7 Monthly meetings;**

All monthly meetings are to be chaired by the Manager or delegated representative: Environment, Waste, Cemeteries & Recreational Facilities Unit. The service provider shall perform all duties and functions of the secretariat. The monthly meetings will amongst others cover the following items:

- a) Service provider's Performance.
- b) Compliance with site permit/waste management licence, Waste Act, OHS Act etc...
- c) Payments.
- d) Penalties.
- e) Incidents.
- f) Breakdowns.
- g) Plant Availability.
- h) Complaints and compliments
- i) Project progress report

## **8 Reclaimers Management Plan;**

The Service Provider shall have Reclaimers Management Plan approved by FTLM: EWCRU (or relevant authorities) to ensure a safe working environment. Please note that there about 15 waste reclaimers onsite and addition of such reclaimers must be done in consultation with FTLM. These plans will be adjusted in line with the prevailing working conditions. The adjustments against an approved Safety Plan and Reclaimers Management Plan will be recorded and sent to FTLM: EWCRU authorised person for approval.

## **9 Health and Safety Procedures;**

**The Service Provider shall:**

- a) Ensure that workers deployed to FTLM: EWCRU 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’s file. FTLM: EWCRU reserves the right to inspect training records for workers deployed to FTLM: EWCRU.
- c) With his bid document provide a **generic operational plan** and will within fourteen days of award and prior to commencement of contract furnish the FTLM: EWCRU Manager/ delegated Representative with an updated Operational Plan for approval. The additional plans required prior to commencement shall include, the Occupational Health and Safety Plan, Emergency Preparedness Plan and Reclaimers Management Plan.

**10 Terms for Participation and Eligibility Requirements for Contractors;**

- a) The Municipality requires that the Service Provider meets the eligibility and qualification requirements as described in the specifications and tender documents.
- b) Contractors shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed or under execution by applicant over the last five years. A consistent history of awards against the service provider or any partner of a joint venture may result in failure of the application to be considered legible to apply.
- c) Contractors who have committed environmental crimes and who have been found guilty of violating or not complying to any of the Specific Environmental Management Acts (SEMAs) in a court of law shall be considered illegible to apply.
- d) Only companies who possess the following attributes will be considered for this assignment:
  - i. A minimum of six years’ experience in provision of plant and equipment in similar quantities;
  - ii. A Landfill Manager with a post-matric or tertiary qualification or academic equivalent of an applicable Diploma Environmental/Waste Management plus a minimum of 3 years’ experience in managing a Landfill of similar capacity.

The bidders must fill in the following table for the relevant experience as well as providing written reference to confirm their experience:

<b>PROVISION OF EQUIPMENT</b>				
		<b>Equipment Provided</b>		
<b>Years</b>	<b>Name of Landfill</b>	<b>Landfill compactor</b>	<b>Dozer</b>	<b>10 Ton Tipper Truck</b>



<b>PROVISION OF LANDFILL MANAGER/FULLTIME SUPERVSOR</b>		
<b>Years</b>	<b>Name of Landfill</b>	<b>Tonnages per Month (not less than 15 000 tons per month)</b>

***Only references with confirmation letters will be considered. Please note that that the reference letters must include the name, contact number and email of the referee.***

**11 General Matters;**

**The Service Provider shall:**

- a) Be responsible for continuously operating, maintaining and monitoring the landfill site in accordance with the site-specific permit/license. The Service Provider must continuously operate and maintain the site, in accordance with the site operating plan(s)/procedure(s) and monitoring plan(s) which will direct the Service Provider on the core principles for the operation of the particular site in order to comply with the acceptable standards. It must be noted that these documents are subject to regular updates and monitoring.
- b) Note that the FTLM: EWCRU is on a fixed Calendar System in terms of its waste collection and operations; therefore, the landfill site service provider will be required and expected to operate on weekends and public holidays at no additional cost to council.
- c) Upon expiration of the contract, the service provider will be expected to handover the landfill site with all the installations in an acceptable and working condition.
- d) Be expected to create jobs in line with council's job creation program.
- e) Be expected to transfer critical technical skills to the FTLM personnel or its representatives over the duration of the contract.

***PM reserves the right to lease/rent out operating offices on site to the service provider for the duration of the contract in line with the Council Asset Management Policies.***

**NAME OF BIDDING ENTITY .....**

## FORM C

### RESPONSIVENESS AND EVALUATION

**The following evaluation process and criteria will be used to evaluate all bids submitted:**

All bids received shall be evaluated in terms of Municipal Supply Chain Management Regulations, Fetakgomo Tubatse Local Municipality Supply Chain Management Policy, The Preferential Procurement Regulations, 2022, and other applicable legislation.

The evaluation criteria consist of the following 3 phases:

Phase 1 - Administration compliance

Phase 2 - Functionality

Phase 3 – Pricing and Specific Goals

Bids must meet the requirements of each phase in order to qualify for further evaluation. Bids that do not meet the requirements of a particular phase will be disqualified.

#### **1. Administrative Compliance – Phase one**

### **RESPONSIVENESS CRITERIA**

1. The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted. The municipality will not take any responsibility of the lost documents due to poor packaging.

#### **1.1 Critical Criteria:**

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation on functionality. Bidders will be required to submit the following documents and other administrative compliance requirements as follows:

- Compliant tax status (the Municipality will generate a CSD report during evaluation of the bids to confirm the tax status).
- All pages of the tender document and General Condition of the Contract (GCC) must be initialled.
- Tender document in hardcopy and an electronic copy in a form of USB/CD/SD Card must be attached.
- Company Registration Document (CK) (If JV, for both) must be attached.
- Joint Venture Agreement, where applicable and the lead partner must have at least 51% or above shares in the company.
- Submission of the tender document in its original form (refers to every page of bid document as originally purchased or produced without any amendments or changes)

- Submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months (90 days) for the company & directors.
  - I. (If staying in a non-rate-able area, please attach letter from the Tribal Authority/ Chief or Headman/ sworn affidavit or municipal proof of residence.
  - II. If you are renting, attach a copy of valid signed lease agreement.
  - III. If the business is operating from the director's residence, attach sworn affidavit stating such.
- Fully signed and Completed MBD forms
- Certified ID Copies of all directors/members/shareholders of company/business/ (For all companies in case of a Joint Venture)
- Authority of signatory, signed by all the parties. (a letter showing who is authorised to sign the documents)
- Price amendment without signature will amount to disqualification.
- Company Registration with Institute for Waste Management in Southern Africa (IWMSA) (attach up-to-date company membership registration)

**Please note that all certified documents must not be older than 6 months.**

## 2. Functionality – Phase two

**NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVE-MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED**

**EVALUATION ON QUALITY/FUNCTIONALITY = 100**

Bidder evaluation criteria for Functionality	Weight	Scores	Points allocations
<p><b>Size of the Enterprise and Current Workload of Bidder (attached company profile)</b></p> <p><b>Required plant must be in good condition and operational.</b></p> <ul style="list-style-type: none"> <li>In case of ownership attach proof of fleet registration certificates generated from approved traffic licensing system where possible</li> <li>In case of the lease attach signed letter of intent which is supported by fleet registration certificates generated from traffic licensing system where possible.</li> </ul>	35	<p><b>The bidder must have the following fleet which must be owned or leased.</b></p>	
		Owned-Landfill compactor with a capacity of 22-30 tons or more. Provision of valid equipment certificate (e-natis)	15
		Leased-Landfill compactor with a capacity of 22-30 tons or more. Provision of valid equipment certificate	05
		Owned-Backhoe Loader Provision of valid certificate of registration in respect of E-natis/motor vehicle	10
		Leased-Backhoe Loader Provision of valid certificate of registration in respect of E-natis/motor vehicle.	05
		Owned-Tipper Truck-6m <sup>3</sup> x 1 Provision of valid certificate of registration in respect of E-natis/motor vehicle.	05
		Leased-Tipper Truck-6m <sup>3</sup> x 1 Provision of valid certificate of registration in respect of E-natis/motor vehicle	2.5
		Owned-Water Tanker with 5000L capacity. Provision of valid certificate of registration in respect of E-natis/motor vehicle	05
Leased-Water Tanker with 5000L capacity. Provision of valid certificate of registration in respect of E-natis/motor vehicle	2.5		

<p><b>Profile of key staff applicable to the execution of the project</b> <b>(Site Manager and Site Supervisor)</b></p> <p><b>Proof of Qualification, ID copy and resume</b></p>	<p><b>25</b></p>	<ul style="list-style-type: none"> <li>• Site Manager (Degree in Environmental Management related studies and three (05) years or more' experience).</li> <li>• Site Manager (Diploma in Environmental Management related studies and three (05) years or more' experience).</li> <li>• Site Supervisor (Diploma in Landcare/Environment or Waste Management and three (03) years or more experience in landfill site management).</li> <li>• Site Supervisor (certificate in Landcare/Environment or Waste Management and three (03) years or more experience in landfill site management).</li> </ul>	<p><b>15</b></p> <p><b>10</b></p> <p><b>10</b></p> <p><b>05</b></p>
<p><b>Previous experience (Signed reference letters and appointment letter from previous clients)</b></p> <p>Appointment letter and corresponding reference letters letter from institution where service was rendered.</p> <p>Appointment or reference Letters should contain contact details (contact person, email address, and contact numbers number of the institution)</p>	<p><b>25</b></p>	<ul style="list-style-type: none"> <li>• Four projects for operation &amp; management of landfill sites- attach four (04) appointment letters &amp; four (04) signed corresponding reference letters.</li> <li>• Three projects for operation &amp; management of landfill site - attach three (03) appointment letters &amp; three (03) signed corresponding reference letters.</li> <li>• Two projects for operation &amp; management of landfill site- attach two (02) appointment letters &amp; two (02) signed corresponding reference letters.</li> <li>• One project for operation &amp; management of landfill site-attach one (01) appointment letters &amp; 01 (01) signed corresponding reference letters.</li> </ul>	<p><b>25</b></p> <p><b>15</b></p> <p><b>10</b></p> <p><b>05</b></p>
<p><b>Membership Certificate with the institute of Waste Management of Southern Africa (IWMSA)</b></p>	<p><b>05</b></p>	<p>Company must be registered with Institute of Waste Management of Southern Africa (IWMSA), (attach valid and updated registration)</p>	<p><b>05</b></p>

<b>Financial viability</b>  Bidder's bank guarantee or credit facilities letters.  The bank guarantee/credit facility letter must: 1) be issued by registered credit provider to be eligible (NCR number must appear on the document); 2) have the tender number and description for which it is issued;	<b>10</b>	<ul style="list-style-type: none"> <li>Approved bank guarantee or credit facility between R 1 million and above</li> </ul>	<b>10</b>
		<ul style="list-style-type: none"> <li>Approved bank guarantee or credit facility between R 500 000 and R 999 000</li> </ul>	<b>07</b>
		<ul style="list-style-type: none"> <li>Approved bank guarantee or credit facility Below R 500 000</li> </ul>	<b>05</b>
<b>TOTAL</b>	<b>100</b>		<b>100</b>

**The bidder must obtain a minimum score of 70% of points allocated for quality (functionality) to qualify for further evaluation.**

**3. Pricing and Specific Goals – Phase Three**

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Fetakgomo Tubatse Local Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, amended PPR 2022 and other applicable legislations.

Phase Three. Evaluation on price and specific goals, of Appointment of a service provider for operation & Management of Malogeng Landfill Site for a period of 24 Months (2 years) will be evaluated on 80/20 preference point system, where:

<b>Evaluation Criteria</b>		<b>Points</b>
1.	Price	80
2.	Preference point (Special goals)	20
3.	Total	100

- Price = Price per pricing schedule (Form D)
- Specific goal = Location - Nationally within the RSA - Address on the company registration document (CK) or Municipal rates/ proof residence

## FORM D

### **PRICING SCHEDULE**

#### **12 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 work done must comply with **OHS ACT** and all rates must cover the cost required to comply with the OHS Act.

The service provider will keep all areas of the Landfill site in a clean, orderly and litter free condition including grass cutting in line with the **FTLM: EWCRU** 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 elsewhere in its rates:

##### **12.1 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 FTLM: EWCRU 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 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.

##### **12.2 Construction 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 FTLM: EWCRU requirements for the building, maintenance and construction of required existing and new roads and associated storm water drainage using suitable road construction/ building material from material excavated on site, suitable material deposited on site, builders rubble deposited on site or road construction material sourced from external source. The service provider 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.

### 12.3 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 FTLM: EWCRU requirements for pumping and testing of leachate on “as and when required basis”.

### 13. Penalties;

The following penalties will be levied from the contractor:

Item	Description	Penalty
1	Failure to start operating at 07h00, and/or work stoppage	R1000 for each 30 minutes or part thereof.
2	Knock off before 18h00 (Monday to Friday) Knock off before 14h00 (Weekends and public holidays)	R1000 per individual
3	Failure to cover the operating cell over 24 hours due to equipment failure, shortage of fuel and absenteeism of driver.	R2000 per day
4	Workers working without safety clothing during the shift.	R1000 for each worker.
5	Failure to reach average compaction density of 1.5tons/m <sup>3</sup> as per the contract document	R10 000 for each discrepancy of 1 Ton/m <sup>3</sup> . Penalty to be calculated pro rata.
6	Failure to keep complete landfill site records e.g site permit, waste volume records, incident registers etc	R500 per document
7	Failure to report incident listed under Condition 2.2.1	R2500 per day
8	Failure to address reportable incident listed under Condition 2.2.1 within allocated time	R1000 per day
9	Non-compliance to plant, equipment and operational conditions	R10 000 per condition per month after 24 Hours in a given month

**Imposed penalty fee will be subtracted from invoice money to be paid by the municipality. The contractor will also be liable for outstanding penalty fees upon lapsing of the project.**



## 14. Fee Structure

Quotations for operation & Management of Malogeng Landfill Site will be based on the following fee structure:

ITEM	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT (2 years) R Excluding VAT
<b>1</b>	<b>FIXED MONTHLY CHARGE</b>				
1.1	Lump sum per month to cover cost plant, equipment, personnel, fuel etc. as described in section 3.1, including limited after hour disposal by local authorities (until 22:00).	Month	12		
1.2	Waste Volumes Handled (Includes compaction, covering, recycling management, berm construction, tyre management, wet cell management and all other applicable landfill management functions)				
	• 0 – 9999 tons	Month	12		
	• 10 000 – 14 999 tons	Month	12		
	• 15 000 – 19 999 tons	Month	12		
	• 20 000 – 24 999 tons	Month	12		
	• 25 000 – 29 999 tons	Month	12		
<b>NB:(choose applicable one and others put rate only)</b>					
1.3	Hire of -D6 Dozer or Similar- over and above of equipment allowed in item 1.1 in case of emergency, back-log etc.	Day	1		N/A (Rate Only) As and when required
1.4	Hire of -Track Excavator- over and above of equipment allowed in item 1.1 in case of emergency, back-log etc.	Per hour	1		N/A (Rate Only) As and when required
1.6	Lump sum per month to cover cost for transportation of crushed fluorescent tubes per 6m <sup>3</sup> Skip Container	Km + Tonnage	1		N/A (Rate Only) As and when required
1.7	Extra cover item 1.1 for sourcing cover material from external source	m <sup>3</sup>	1		N/A (Rate Only) As and when required
1.8	Transportation and disposal of hazardous bin to hazardous landfill site outside the municipality	KM+Tonnage	1		N/A (Rate Only) As and when required

<b>Total costs</b>	<b>R.....</b>
<b>Vat @ 15%</b>	<b>R.....</b>
<b>Total price including Vat</b>	<b>R.....</b>

### PLEASE NOTE

- THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY
- BID PRICE(S) MUST BE FIXED FOR A PERIOD OF TWENTY FOUR MONTHS (24 MONTHS) AND THERE SHALL BE NO ESCALATION

**ANNEXURE A**

**MBD 3.1**

**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 CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCL)

- Required by:.....
- At:.....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/Not firm
- Delivery basis .....

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

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. \*Delete if not applicable

**ANNEXURE B**

**MBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 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, hareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM 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.

<sup>2</sup> 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## ANNEXURE C

### MBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

1.2 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.

#### 1.3 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

- 1.4 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.
- 1.5 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where;

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

### 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

#### 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

#### Points allocation for specific goals

#### Points to be allocated for specific goals to promote economic development”

1. The following conditions will stipulate the specific goals as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Policy Framework Act, be attained.
2. A maximum of 20 points (80/20) preference points system or 10 (90/10) preference points system will be allocated for specific goals. These goals are as follow”
  - a) Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - b) Locality - The promotion of enterprise located in the local area;
  - c) Youth – empowerment of youth or
3. (20/10) points will be allocated to promote the specific goal set in terms of the scorecard as follows **Paragraph 2 (a) the (20/10) points will be allocated to promote this specific goal. Points will be allocated as follows:**

Historical y Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company residing within Fetakgomo Tubatse Local Municipality



Gender - Women	3	1	CSD report and Certified Copy of Identification
Youth	4	2	CSD report and Certified Copy of Identification
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

**Paragraph 2 (b) the (20/10) points will be allocated to promote this specific goal. Points will be allocated as follows:**

Local area of supplier	Means of verification	Number of Points for Preference	
		80/20	90/10
Within the boundaries of Fetakgomo-Tubatse Local Municipality	Address on the company registration document (CK) or Municipal rates	1 - 20	1- 10
Within the boundaries of Sekhukhune District Municipality		1 - 20	1- 10
Within the boundaries of Limpopo Province		1 - 20	1- 10
Nationally with the RSA		1 - 20	1 - 10

**Paragraph 2 (c) the (20/10) points will be allocated to promote this specific goal. Points will be allocated as follows:**

Youth Supplier	Means of verification	Number of Points for Preference	
		80/20	90/10
Youth Suppliers	Director's ID copy for age verification (35 years and below)	1- 20	1- 10
		1- 15	1- 5
Not Youth Suppliers	Director's ID copy for age verification	1- 15	1- 5

4. Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender
5. A tender failing to submit proof of required evidence to claim preference for other specified goals, which is in line section 2 (1) (d) (i) of the Act.
  - a) may only score in terms of the 80/90-point formula for price and;
  - b) scores 0 points out of 20/10 of the relevant specific goals where the supplier or service provider did not stipulate.

**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
- Proprietary (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.

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....

**ANNEXURE D**

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER 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 services 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;
- Proof of Tax Compliance Status;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- 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: .....

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....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/services 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....  
.

2. ....  
.

**ANNEXURE E**  
**MBD 8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supplychain 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 anyimproper 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 publicsector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention andCombating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submittedwith the bid.**

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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**

## ANNEXURE F

### MBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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:

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:
  - i has been requested to submit a bid in response to this bid invitation;
  - ii could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and



iii 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 consortium<sup>3</sup> 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;

- a. geographical area where product or service will be rendered (market allocation)
- b. methods, factors or formulas used to calculate prices;
- c. the intention or decision to submit or not to submit, a bid;
- d. 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.

**<sup>3</sup> 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

**ANNEXURE F**

**Objections and complaints**

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, 1 Kastania street, Burgersfort, 1150.

**Signed** : .....

**Name in Print** : .....

## ANNEXURE H

### GENERAL CONDITIONS OF CONTRACT

#### Definitions

**(1) The following terms shall be interpreted as indicated:**

**“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

**“Contracts”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendixes thereto and all documents incorporated by reference therein.

**“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.

**“Corrupt practice,”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- a) **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- b) **“Day”** means calendar day.
- c) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- d) **“Delivery ex stock”** means immediate delivery direct from stock actually on hand.
- e) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- f) **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of country of origin and which have the potential to harm the local industries in the RSA.
- g) **“Force Majeure”** means an event beyond the control of provider and not involving the provider’s fault or negligence and is not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- h) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidders of the benefits of free and open competition.

- i) **“GCC”** means the General Conditions of Contract.
- j) **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- k) **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- l) **“Local Content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacturing does take place.
- m) **“Manufacture”** means the products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- n) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service
- o) **“Project site,”** where applicable, means the place indicated in bidding documents.
- p) **“Purchaser”** means the Fetakgomo Tubatse Local Municipality.
- q) **“Republic”** means the Republic of South Africa.
- r) **“SCC”** means the Special Conditions of Contracts.
- s) **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- t) **“Written”** or “in Writing” means hand-written in ink or any form of electronic or mechanical writing.

## **(2) Application**

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (including professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

1. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**(3) General**

Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

Invitations to bid are usually published in locally distributed news media and in the institution's website.

**(4) Standards**

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

**(5) Uses of contract documents and information inspection**

The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

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

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

**(6) Patent rights**

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

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

**(7) Performance Security**

Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in Special Conditions of Contract.

The process of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

1. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
2. A cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **(8) Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the provider's cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **(9) Packing**

9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any subsequent instructions ordered by the purchaser.

## **(10) Delivery and documents**

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

## **(11) Insurance**

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

## **(12) Transportation**

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

## **(13) Incidental services**

- a) The provider may be required to provide any or all of the following services, including additional services, if any:
- b) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- c) Furnishing of tools required for assembly and/or maintenance of the supplied goods; Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this services shall not relieve the provider of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- f) Price charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

#### **(14) Spare parts**

As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

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

#### **(15) Warranty**

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



## **(16) Payment**

- a The method and conditions of payments to be made to the provider under this contract shall be specified.
- b The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilments of other obligations stipulated in the contract.
- c Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- d Payments will be made in Rand unless otherwise stipulated.

## **(17) Prices**

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

### **Increase/ decrease of quantities**

In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

### **Contract amendments**

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

### **Assignment**

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

### **Subcontracts**

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

## **(18) Delays in the provider's performance**

- 16.1 Delivery of goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 16.2 If at time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the act of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 16.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 16.4 Except as provided under GCC clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 16.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods not delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

## **(19) Penalties**

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

## **(20) Termination for default**

- a The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- i If the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2
  - ii If the provider fails to perform any other obligation(s) under the contract;
  - iii If the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

#### **(21) Anti-dumping and countervailing duties and rights**

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

#### **(22) Force Majeure**

- a Notwithstanding the provisions of GCC clause 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **(23) Termination for insolvency**

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

#### **(24) Settlement of disputes**

- a If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- c Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d Notwithstanding any reference to mediation and/or court proceedings herein.

- 1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 2 The purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**(25) Limitation of liability**

- a Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 6:
- b The provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and
- c The aggregate liability of the provider purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**(26) Governing language**

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

**(27) Applicable laws**

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

**(28) Notices**

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

**(29) Taxes and duties**

- a A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

**(30) Transfer of contracts**

- a The contract shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**(31) Amendment of contracts**

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

## ANNEXURE I

### **SPECIAL CONDITIONS OF THE CONTRACTS:**

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. FETAKGOMO TUBATSE MUNICIPALITY reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
2. FETAKGOMO TUBATSE MUNICIPALITY reserves the right not to evaluate and /or consider any proposal that does not comply strictly with the requirements as set out in this request.
3. FETAKGOMO TUBATSE MUNICIPALITY reserves the right to make a decision/ selection based solely on the information received in the proposal to this request.
4. The bid price must remain valid for a period of 120 days calculated from the closing date.
5. Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
6. The Municipality may accept or reject any variation, deviation, bid offer or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
7. **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
  - i. Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
  - ii. Failed, during the last five years, to perform satisfactorily on a previous contract with the Fetakgomo Tubatse Local Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
  - iii. Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
  - iv. Been convicted of fraud or corruption during the past five years;
  - v. Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - vi. 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.
8. **The Municipal Manager may cancel a contract awarded to a person if:**
  - The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
  - An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
9. No bids will be considered from persons in the service of the state (as defined in regulation 1 of the local government: municipal supply chain management regulations)