



BID NO: COM17B/2024

**APPOINTMENT OF A SERVICE PROVIDER FOR
WASTE MANAGEMENT SERVICES IN MATSULU
AREA FOR A PERIOD OF 36 MONTHS FOR THE
CITY OF MBOMBELA**

CLOSING DATE: 8 MAY 2024 AT 11:00am

NAME OF BIDDER: _____

CSD REG NO: MAAA _____



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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF MBOMBELA

BID NUMBER:	COM17B/2024	CLOSING DATE:	8 MAY 2024	CLOSING TIME:	11:00
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DESCRIPTION APPOINTMENT OF A SERVICE PROVIDER FOR WASTE MANAGEMENT SERVICES IN MATSULU AREA FOR A PERIOD OF 36 MONTHS FOR THE CITY OF MBOMBELA

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX LOCATED @ NO: 1 NEL STREET; MBOMBELA; 1200; MBOMBELA CIVIC CENTRE NEXT TO THE MAIN ENTRANCE.

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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

Financial Management Services Supply Chain Management Christopher Nkambule Telephone Number: 013 759 2358 Email Address: christopher.nkambule@mbombela.gov.za	Community Services Solid Waste Management Services Lesiba Maluleke Telephone Number: 013 759 2239 Email Address: lesibam@mbombela.gov.za
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**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME ON THE TENDER MANAGEMENT PLATFORM. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BID NO: COM17B/2024
CLOSING DATE: 8 MAY 2024 AT 11:00

APPOINTMENT OF A SERVICE PROVIDER FOR WASTE MANAGEMENT SERVICES IN MATSULU AREA FOR A PERIOD OF 36 MONTHS FOR THE CITY OF MBOMBELA

Bids are hereby invited from experienced service providers for waste management services in Matsulu Area for a period of 36 months for City of Mbombela.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 5 April 2024 on the City's website: www.mbombela.gov.za on the tenders and notices' folder and e-Tenders: www.etenders.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE, LATEST MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED BY THE LESSOR'S UP-TO-DATE RATES AND TAXES CLEARANCE FOR BOTH THE BUSINESS DIRECTORS AND COMPANY, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO.: 03/2023 APPOINTMENT OF A SERVICE PROVIDER FOR WASTE MANAGEMENT SERVICES IN MATSULU AREA FOR A PERIOD OF 36 MONTHS FOR THE CITY OF MBOMBELA, CLOSING DATE: 8 MAY 2024" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

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

A compulsory briefing session will be held on 12 April 2024 at 1 Nel Street, Mbombela Civic Centre Hall at 11:00.

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

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 90/80 points will be allocated in respect of price and 20/10 points in respect of B-BBEE status level of contribution.

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

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

SPECIAL CONDITIONS OF THE BID

1. SUBMISSION OF TENDERS

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

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

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

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

2. TENDER DEPOSIT

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

3. ADJUDICATION OF TENDER

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

The tender will be adjudicated by the City in terms of the Preferential Procurement Policy Framework Act, no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022 and the City's Preferential Procurement Policy, 2023, where 90/80 points will be allocated in respect of price and 20/10 points in respect to specific targeted goals.

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

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

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

Bids will be rejected if the bidders or any of the directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. Bids will be rejected if the

bidder has abused the CoM's Supply Chain Management System or SCM Processes of any state institutions.

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

4. COMPLETION OF TENDER DOCUMENTS

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

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

- Copy of a valid Tax Compliance Status (TCS)
- Proof of company registration
- CSD full registration report must **NOT** be older than **30 days** from closing date (summary report will NOT be considered)
- Tenderer must provide valid copy of current municipal rates and taxes statement from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the company and for the active directors including JV/Consortium partners. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes.

- NB: Certified copies of documentation must not be older than three months to be regarded as valid. Copies of "**certified copies**" will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.

5. COMPULSORY BRIEFING SESSION

There is a **Compulsory Briefing Session** for this bid and will be held as follows:-

Date: 12 April 2024
Time: 11h00
Venue: Mbombela Civic Hall, 1 Nel Street

Prospective Bidders **MUST** attend the briefing session for their bids to be considered. Failure to attend the compulsory briefing session will result in **Automatic Disqualification** of Bidders.

6. TAXES AND DUTIES PAYABLE

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

7. WITHDRAWAL OF TENDER

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

8. NOTICE OF BIDDERS

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

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

9. PERIOD OF VALIDITY OF TENDERS

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

10. BID PRICE

All prices must include transport and VAT where applicable.

All prices must be stated in South African currency (ZAR) and will be regarded firm.

Bid prices must include delivery, offloading and assembling into the respective offices.

12. CESSION OF ASSIGNMENT

Neither the Council nor the bidder shall cede or assign a contract for the required rendering of services or any part thereof or any benefit or interest therein or there under to third parties without having obtained written permission from the Council.

13. DELIVERABLES

The successful bidder will be expected to deliver services and fully comply with the minimum specifications on the equipment required in the tender document. The successful bidders will liaise with the Project Manager for detailed logistics and respective venues.

Failure to deliver within the prescribed time and expected service will lead a penalty equal to 5% of the total bid price.

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

Preamble

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

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

<p>3.</p>	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="757 699 1507 1279" data-label="Text" style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank) ex officio: RSA</p> <p>Date: Place </p> <p>Business Address: </p> <p>Commissioner of Oaths </p> <p>..... Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
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4.	Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.	a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.	Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?	
5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder	

			to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90) .	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only) .	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and</p>	

			signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address. Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	

<p>9.</p>	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors OR Proof of resident from tribal authority for the business and all business directors OR Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority. NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors. b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors. c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority. NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent. Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners? In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate? Is the account not in areas for more than 90 days (3 months)?</p>	
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		<p>disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>		
<p>10.</p>	<p><u>Forging of documents/certificates</u> The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”</i>. Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”</i>.</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	

11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - The public interest score is 350 points or more, is required for an audit to be conducted.	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	

14.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE?</p> <p>Has the bidders been scored in line with the evaluation criteria set on the tender document?</p> <p>All portfolio of evidence attached and certified as stated on the bid document?</p>	
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	<p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p>	<p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p>	

TERMS OF REFERENCE

1. BACKGROUND

City of Mbombela is located within the Lowveld region of the Mpumalanga Province. In a bid to create grass root empowerment opportunities, Council appointed a service provider back in 2003 for a door to door waste collection service in Kanyamazane, progressively into Karino, Tekwane and Matsulu Areas to maintain a clean and safe environment.

Utilizing community based contractors to render services aligns with City of Mbombela objective to economic empowerment and job creation.

This is also to contribute to the National Vision of economic development, empower SMME's, creation of decent work and improving living standards for all in the context of qualitative improved equality in ownership, skills and access to opportunities.

The City of Mbombela seeks to appoint three (3) service providers for comprehensive waste management services including waste collection services, transportation of waste to designated approved waste management facilities, waste minimization and recycling, litter picking, street sweeping and cleansing of illegal dumping spots within open spaces, public places, focal points and road networks etc with service points divided into Kanyamazane, Tekwane and Matsulu.

2. MINIMUM FLEET/ EQUIPMENT REQUIREMENTS

Solid Waste Management services are based on 80% transportation aspects for waste collection, waste haulage and final disposal for the waste generated in a specific community. It is therefore imperative that the vehicles and equipment utilized meet the minimum requirements for the waste generation areas considering their waste characteristics, frequency and volumes.

The Three Service Providers shall at all times provide own transport and plant, and shall for this purpose have available at all times at least one unit of plant suitable for the collection waste. The said vehicles shall be a suitable Roll-on Trucks, Rear end Compactor trucks or purpose built waste collection hydraulic tipping truck, minimum 15m³ tons (such as skip loader), complying with all legislation requirements, maintained in good working order and in a strictly roadworthy condition and shall be kept clean and neatly painted at all times. The Service Provider's name shall be prominently visible on both sides of the trucks or vehicles.

The Service Provider shall not be permitted to use any vehicle that in the opinion of the Project Manager is not suitable for waste collection services and disposal of waste at the disposal site designated in terms of the Contract.

The trucks and vehicles used by the Service Provider shall be covered load bodies and be roadworthy. In cases where open tipping trucks are used, a screening net shall be provided to ensure the waste content do not spill on the way to the disposal site.

IT IS A CONDITION OF THE CONTRACT THAT THE THREE SERVICE PROVIDERS SHALL HAVE VEHICLES THAT ARE USED TO BE INSPECTED AND APPROVED BY THE PROJECT MANAGER ON A REGULAR BASIS DURING THE PERIOD OF THE CONTRACT.

3. TRANSPORT ROUTES

The three Service Providers shall be responsible, if and where necessary, for obtaining permission from the Traffic Management Authorities for using his/ her selected type of vehicles on the selected route to the waste generating area and designated waste disposal site.

4. INSPECTION

The CoM Municipality's Project Manager shall continually carry out inspections-loco with Site Managers and Supervisors appointed by the three Service Providers to ensure that the work is being undertaken in accordance with the specifications. Bidders' attention is drawn to the fact that all works shall be closely inspected and no payment shall be made to the Service Provider for work that in the opinion of the Project Manager has not been properly completed.

5. SITE MEETINGS AND VISITS

The CoM Municipality's Project Manager will on a regular basis require the Site Managers and Supervisors appointed by the three Service Providers to be present during site meetings and visits to the Contract areas. It is a minimum requirement that the Site Manager or designated Project Manager from the Contractor must attend such site meetings and visits.

6. SPECIAL REMOVALS

The nature of the Contract is such that it is anticipated that some ad hoc works not described as part of the fixed schedule of works, will have to be undertaken on as and when required incident basis. The Project Manager shall from time to time instruct the three Service Providers to undertake such work.

7. OFFICE SPACE AND PARKING FACILITIES

The three Service Providers shall provide at own cost Office Space, Parking / Warehousing Facilities for its Staff, Trucks and Vehicles to be used during the period of this Contract. The Office must be located within the boundaries of the municipality must be connected to the latest ICT technology and infrastructure compactable to the CoM for smooth communication and liaison to ensure service delivery mandate is not negatively impacted at any period during the Contract (including internet services, email, telephones, cellphones, fax and printing equipment etc. as may be required from time to time).

If the Service Providers do not have an office or a depot within the municipal area then the Service Providers shall be required to establish an office or depot on a proclaimed property in the CoM Municipality. The office or depot shall be suitably adequately equipped to enable the Service Providers and Site Managers to fulfill their contractual obligations in accordance with the requirements of the Contract.

8. DURATION OF THE CONTRACT AND CONTRACT START DATE

The Service Providers shall commence with the waste management services in terms of the appointment letter once the bid is adjudicated and awarded by the CoM Municipality. This day will be the Contract start date, which shall preferably be no later than 1 month after receipt of the letter of acceptance.

The duration of the Contract shall be 36 (thirty six) months period from date on which the Service Providers commence with waste management services.

10. WORKING HOURS

Normal Working day – Monday – Friday. Saturday, Sunday and Public Holidays shall be worked as regulated Overtime Work as and when required. The price offer of the bidder must incorporate this cost comprehensive, no additional claims will be approved by the CoM in this regard.

Working hours shall be Monday to Sunday between 07h00-16h00. All statutory public holidays shall be worked as and when required. Normal working days falling on a Public Holiday shall be worked to ensure there is not service delivery backlogs on the fixed schedule.

No works shall be undertaken outside normal working hours unless by prior approval of, or on the instruction by the Site Manager appointed by the Service Providers or Delegated Nominee.

11. LOCAL LABOUR

Bidders' attention is drawn to Special Conditions of Bid whereby it is a requirement that the Service Provider use only local labour who are residing in the designated area on this Contract. The CoM Municipality shall reserve the right to terminate the Contract if it is found that labour other than local labour is being used.

12. MINIMUM WAGES

All employees engaged on this Contract shall be paid no less than the minimum wage as stipulated by the Department of Labour.

Bidders' attention is drawn to the fact that they should make provision in their Bid prices for all costs associated with meeting the minimum conditions of employment such as leave pay, medical insurance cover, medical aid, U.I.F payments, Workmen's compensation payments and as reasonably practicable generic benefits.

13. FAILURE TO PERFORM SERVICES

Should the Service Providers fail to perform any part of the services in terms of the Contract, the CoM Municipality shall have the right to use Community Services Internal Staff (or any other Third Party) so as to ensure continuity of services. Any associated additional costs shall be to the Service Provider's account.

14. PLASTIC BAGS

The Service Providers shall be responsible for the purchase, handling and delivery of the plastic bags to provide street sweeping, litter and to empty pedestrian litter bin bins on public spaces, open spaces and all public areas.

The plastic bags shall be 22 micron, high density grade polyethylene with a minimum mass of 30 grams per bag. Green, size 760 mm x 910 mm and in accordance with SABS – CKS 120. The material shall be virgin in origin with a maximum of 10% recycled material.

The quantity of bags will be based on the Schedule of work and activity plan in providing these services, the norms are based on the number of kilometers, business, residential and pedestrian bins to which they are delivered.

15. WASTE STORAGE FACILITIES

Durable waste storage facilities are crucial features of any waste management system. The Service Providers shall be required to procure, supply, deliver and/ or install waste storage facilities of a variety in John Deree Green, Black and Gray Colour and sizes which shall be ideal for use in domestic, industrial and municipal applications. In addition, modular collections banks and worm farms to promote waste separation and production of organic fertilizers from organic waste to be introduced during the Contract period as and when may be required as follows:-

- a) Glass-Mix Material (2 bins for Glass, Can, Tin and Packaging material mix)
 - Material: External- LLDPE and Internal bins-HDPE
 - 2 x 340L Wheeled bins
 - Double skinned 5-point interlocking slam-shut door
 - Integrally-moulded anti-flyposting ridges
 - Extended aperture ledge
 - Base ramp
 - A3 poster frame kit with phrases (Reduce-Reuse and Recycle) Graphics with dry and wet labels with graphics.

- b) 3m³ Collection Banks
 - Material: LLDPE
 - Ext Top: 1940 x 1310 x 1880mm (H)
 - Max Load: 1219 kg
 - Capacity: 1000L

- c) Multi-purpose cleaning trolley ideal for cleaning, street cleansing and transporting equipment.

- d) 75L Pedestrian bins

- e) 360L Recycling Bins

- f) 770L 4 Wheeled bins
Material: HDPE
Ext Top: 772 x 1260 x 1295 mm (H)
Wheels: 160mm
Max Load: 310kg
Nest Height: 280mm
Capacity: 770L

- g) 1100L 4 Wheeled bins
Material: HDPE
EXT Top: 1070 x 1265 x 1380mm (H)
Wheels: 200mm
Max Load: 440kg
Nest Height: 250mm
Capacity: 1100L

- h) 6m³ Skip Bins
Material: Steel

16. WASTE EDUCATION AND AWARENESS

The Service Provider shall submit a waste education, awareness, PR and Marketing plan to be implemented within the initial six months of the Contract that will be accompanied by an initial clean-up of the entire area to set a clean standard to be maintained for the period of the Contract. The plans shall among other elements include:-

- a) Waste Education and Awareness Day
- b) Adopt-a-spot initiatives
- c) School competitions
- d) Ward competitions
- e) Mobile waste education and awareness unit
- f) Kids interactive platforms
- g) Door-to-door contact
- h) Street entertainment and Peaceful demonstrations
- i) PR, Marketing and Branding Signs or Messages
- j) Multimedia displays, audio and sound equipment

17. MINIMUM VEHICLES AND EQUIPMENT THAT SHALL BE SUPPLIED:

17.1 Suitable vehicles for the collection of household waste as approved by the Project Manager or his nominee with a capacity of not less than 25m³ that can discard waste mechanically and specialized Rear-end Compactor Trucks with capacity not less than 15m³. For litter picking and street weeping, 4 ton trucks with tipping capability with protective mesh-wire or acceptable material to discourage spillage or windblown litter during waste transportation.

17.2 Provision must be made on specialized waste collection vehicles to include the mechanical servicing of 240 litres containers, 6m³ skip containers.

17.3 Waste compactor trucks with capacity not less than 18m³ for rendering of 5, 5 and 6m³ as well as 770L 1100L wheeled bulk container.

17.4 Suitable sufficient earth moving equipment, Excavator, Front End Loader, TLB's of capacity of not less than 1m³ and Tipper trucks with a minimum capacity of 5-6m³ for collection of bulky illegal dumped waste within the designated areas in terms of the specified timeframe.

17.5 Light delivery vehicles for supervision, monitoring of services rendered and for delivery of stores and materials for effective and efficient service delivery.

17.6 The Service Providers will be responsible to make available a vehicle suitable to accommodate at least 7 people for the purpose of site inspection during monthly liaison meetings as and when required.

NOW THEREFORE IT IS AGREED THAT:

- a) "The Council" shall mean the City of Mbombela, a local municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;
- b) "The Principal Contractor" shall be a legal entity that will, amongst others, be required to provide project management and supervision including, but not limited to Financial, Legal, Human Resources, Training and Skills Development support services.

- c) "Community Based Contractor" shall be an independent entity, contracted within a specific service area to render the following services, door to door waste collection to at least **750 service points per week**, litter picking, bulk container services and the cleaning of illegal dumping spots and should provide suitable equipment and plant to render the above services. The Community Based Contractor must be and stay actively involved and committed to the project for the duration of the contract and shall reside within the local community at the time of this contract.
- d) Local Community- in relation to the Council means that body of persons comprising-
 - 1. The residents of the Council;
 - 2. The rate payers of the Council;
 - 3. Any civic organisations and non-governmental, private sector or labour organisations or bodies which are involved in local affairs within the Council.
- e) "Solid Waste" shall include waste generated within the designated service areas as determined by the Council, including bulk container services, animal carcasses, litter picking, building rubble, illegally dumped waste and other bulky waste but excluding hazardous waste, medical waste, objectionable and/ or toxic waste.

Where a need arises for common interpretation the Waste Act 59 of 2008 will apply.

- f) "Waste recovery" constitutes the controlled extraction of energy from waste.
- g) "Recycle" to separate and process materials from waste for further use on new projects or resources.
- h) "Re-Use" to utilise articles from the waste stream again for a similar or different purpose without altering the original form or properties of the articles.
- i) "Sorting" is the authorised separation of solid waste materials for the purpose of recycling or disposal, either at source of generation or at a Solid Waste Management Facility.
- j) "Storage" the accumulation of waste in a manner that does not constitute treatment of disposal of that waste.
- k) "Waste Disposal Facility" means any site or premises used for the accumulation of waste with the purpose of disposing the waste at that site or on that premises approved in terms of section 49 of the Waste Act 59 of 2008.
- l) "General Waste" means waste that does not pose an immediate hazard or threat to health or to the environment, and includes-
 - I. domestic/ residential waste- means waste, excluding hazardous waste, that emanates from premises that are used wholly or mainly for residential, educational, health care, sport or recreational purposes.
 - II. business waste- means waste that emanates from premises that are used wholly or mainly for commercial, retail wholesale, entertainment or government administration purpose.

- III. building rubble and demolition waste- means waste, excluding hazardous waste, produced during construction, alterations, repair or demolition of any structure and includes rubble, earth, rock, and wood displaced during that construction, alteration, repair or demolition.
- IV. Inert waste- means waste which is neither chemically, physically or biologically reactive and will not decompose, include sand and drywall. Does not undergo any significant physical, chemical or biological transformation after disposal. It does not impact negatively on the environment, because of its pollutant content and because the toxicity of its leachate is insignificant
- m) Designated areas- means Kanyamazane, Karino, Tekwane and Matsulu Area inclusive of new developments that occur from time to time within these areas.
- n) Bid, Contract, GCC, SCC, and Tender shall have a similar meaning when used interchangeably.
- o) Vehicles, LDV, Trucks, Special-articulated trucks, Fleet, Plant and Equipment shall have similar meaning when used interchangeably.

NOTE THAT

Areas including RDP House Units, Ntokozweni, MRTT and Belladonna in Kanyamazane are regarded as designated areas in terms of this bid.

18. THE SERVICES TO BE RENDERED BY THE SERVICE PROVIDER INCLUDE:

- a) Waste information reporting
- b) Operational planning of waste management services
- c) Waste recovery
- d) Establish a clean city programme
- e) Provide waste storage facilities
- f) Waste collection and transportation to transfer station/ landfill
- g) Provision of street sweeping, litter picking, bulk waste removal
- h) Public cleaning and illegal dumping removal

The Service Providers will be responsible for purchase and delivery of black plastic bags for emptying of litter bins.

The Service Providers shall collect on a daily basis all waste placed in bags or other containers on the side walk by street sweepers and litter pickers from CoM Municipality.

The Service Providers shall collect on a weekly basis all waste from containers, either free standing or placed in a swivel arrangement, at public areas such as schools, shopping centres, taxi ranks, institutions, formal and informal trading areas.

The Service Providers shall collect waste and rubble in a road reserve, open spaces, all litter and waste in road reserves, selected areas and open spaces as well as storm water drains as instructed by the Project Manager.

18.2 NUMBER OF WASTE COLLECTION UNITS

The CoM Municipality shall issue a list of units within designated serviced areas to be served under the contract to the Service Providers prior to the commencement of the contract.

The Bidders' attention is drawn to the fact that payment for residential waste collection services will be based on the number of formally occupied stand as described above and not on the number of dwellings on the stand. Backyard structures in registered stands are not considered when the number of occupied houses are assessed.

Should the Service Providers disagree with the number of residential units (as defined above) as indicated above he/she will be entitled to submit their own list of units to be serviced at own cost. The list submitted will be evaluated and necessary adjustments made, if any, to the quantities that in the opinion of the CoM Municipality are warranted.

The Service Providers will be required to notify the Project Manager of any houses or other residential or business units that are erected or removed during the course of the contract.

The rate bided under the Schedule of Rates and Prices will be adjusted to allow for any change in the number of residential units on an annual basis.

18.3 WASTE DISPOSAL

The Service Providers shall dispose of all waste, vegetation, rubble, earth, litter etc., collected under this contract at the Tekwane West Central Waste Disposal Site, or as directed by the Project Manager. All waste disposed shall be completed during normal working hours (07h00-16h00) except (08h00-14h00) on Saturday and Sundays plus Public Holidays.

The Service Providers will be required to off-load waste in the area pointed out by the persons in control of the disposal site and in the proper manner in accordance with the instructions of the Site Operator.

The Service Providers shall on the instruction of the Project Manager, submit to him/ her a weekly basis a summary of all loads of waste collected under this contract.

The Service Providers will not be required to pay any disposal site fees for waste collected under this contract provided the Service Provider displays the CoM Municipality permit issued from time to time.

Bidders' attention is drawn to the fact that he/ she will be required to register all vehicles to be used on this contract with the Department Community Services and that the operations will be supervised and monitored to ensure that only waste collected under this contract will be allowed at the Tekwane West Central Waste Disposal Site.

Should it be found that the Service Provider is disposing of other waste at the Tekwane West Central Waste Disposal Site, the Contract may be terminated, fine issued, reported to the Designated Licensing Authority and or legal proceedings initiated.

18.4 ALTERNATIVE WASTE DISPOSAL

The Project may during the course of the Contract change the location of the waste disposal site. Any increase or decrease in average haulage distance to the alternative waste disposal site will be used (together with records of volumes collected) by the Service Provider as the basis for the calculation of adjustments to the applicable rates in the schedule of Rates and Prices in accordance with Measurement and Payment of the Conditions of Contract.

18.5 APPOINTMENT OF PERSONNEL

The Service Providers shall at all times appoint competent and experienced key personnel. Any worker that in the opinion of the Project Manager is not competent and experienced shall, if required by the CoM Municipality be removed by the Service Providers and replaced.

All workers (excluding Supervisors) permanently employed on this Contract including any temporary replacements during their leave of absence shall wear protective clothing or dust coats with the words reflecting the company's name clearly shown across the back of the protective clothing or dust coats.

18.6 COMPANY'S SITE MANAGER – REFERRED AS PROJECT MANAGER

It is essential that the Contract is properly managed and supervised at all times during the period of the Contract.

The Service Provider shall keep a competent Site Manager on site during the Contract period and any instruction given to him /her by the Project Manager shall be deemed to be given to the Service Provider. The Site Manager shall be responsible for the management and supervision of the waste management services, and shall have a vehicle dedicated to his/ her use for these purposes.

The Site Manager shall be contactable through cell phone at all times during normal working hours, weekends and Public Holidays. The Site Manager must report to the Project Manager's at times determined by the General Manager Community Services. The Site Manager shall have both cell phone, landline and email services. The Service provider will be responsible for a WhatsApp Group that will assist in online communications, the group will include all Contractors, Ward Councillors and Municipal Staff Members responsible for supervision and monitoring of this Contract.

The Site Manager shall be assisted by two (x2) Site Supervisors who will rotate functional areas based on the scope of work and an Administrative officer to be stationed at the central office for admin work and limited functional work to assist the Site Manager during Liaison, Area inspections and/ or Site meetings.

Penalties may be applied when the Service Provider is uncontactable and where the Service Provider fails to attend to site meetings or Liaison meetings arranged by the General Manager Community Services or Delegated Nominee.

The Service Provider shall himself fulfill the duties of the fulltime Site Manager provided he complies with all the minimum requirements of the Site Manager. Separation provision has been made in the Schedule of Rates and Prices for the payment for supervision and management, the specified communication tools and transport for the Site Manager.

18.7 ALL COMMUNITY BASED CONTRACTORS SHALL BE APPOINTED BY THE PRINCIPAL CONTRACTOR AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:

18.7.1 The Community Based Contractor shall be responsible to ensure the rendering of the following services in accordance with the instructions of the Council:

- a) Do an initial and total clean-up of the designated area for a period of a month.
- b) Once a week routine waste collection services to each service point within the designated areas
- c) Maintain a clean area by cleaning the full area once per week. The cleaning of public and open spaces

- d) Business waste collection
- e) Communicate with all residents with regard to all aspects of the services as specified
- f) Collection of animal carcasses
- g) Street sweeping and litter picking
- h) Waste Management Services at events
- i) Preventing illegal dumping and cleaning of illegal dumping where it has already occurred
- j) Provision of services in any emergency or disaster situation within the designated areas
- k) Provide capacity to assist Council during downtime, strikes and labour unrests etc.
- l) Waste Education, Awareness and Advocacy Services within the designated areas.

18.7.2 All solid waste to be collected shall be disposed of at the designated permitted waste disposal site as below, or any other location as directed by Council.

- a) Tekwane West Central Waste Disposal Site
- b) Nelspruit Transfer Station and Drop-off Centre

18.7.3 Should the Community Based Contractor source business outside the designated area to enhance their business opportunities, the Community Based Contractor shall inform the Project Manager who will be obliged to declare details of such business and who will make written application to render such services to the Council in terms of City of Mbombela Solid Waste Management By-Laws. The Principal Contractor shall ensure that the Community Based Contractor's scope of works is not affected whatsoever.

18.7.4 Vehicles must comply in every respect to the National Road Traffic Act and Regulations.

18.7.5 In order to render effective and efficient services, Community Based Contractors shall be required to:

18.7.6 Assist the Council, as and when required, with the issuing of information on revised schedules of work and new systems within the designated area.

18.7.7 Communicate with residents and inform them where and on which day of the week their waste will be collected and exactly where they must place their bags for collection on their particular waste collected day.

18.7.8 Collect all waste from each and every resident on that particular day.

18.7.9 Dispose all collected waste at an approved waste disposal site as agreed with the Council.

18.7.10 If waste is spilled during waste collection/ storage, all spilled waste must be picked up immediately, bagged or placed in suitable container and hauled to the designated waste disposal site as agreed with the Council.

In order to ensure that this is done quickly and easily, the Community Based Contractor must ensure that extra bags and/or suitable containers and/or suitable tools are always available. The following tools are recommended:

- a) Extra waste bags and/or canvass sheet;
- b) A large broad, flat spade;
- c) A broad, hard bristle broom;
- d) Rakes; and
- e) Litter picks
- f) Any other additional tools that may also be utilised by the crews

Note: These requirements are essential to prevent litter and waste from spilling into the environment. It will also make Community Based Contractors general cleaning work much easier.

18.8 CLEANING OF PUBLIC PLACES AND OPEN SPACES

For the purpose of this contract, Public Places and Open Spaces refer to accesses, walkways, and areas between dwellings as well as any roads, road reserves, shop and business frontages, open grounds and other municipal open spaces.

These are the areas that the Community Based Contractors will be required to maintain in a clean state, irrespective of whether the surfaces are paved or not.

In order to ensure the good health of the community, to protect the immediate and greater environment and ensure pleasant living conditions, the Community Based Contractor shall be required to:-

(a) Initial Clean Up

Beginning on the contract starting date, the Community Based Contractor will be required to undertake an initial clean-up and total clean-up of main streets, sidewalks and open spaces in the designated area in order to haul the accumulated waste, it is also a way to set standards and encourage the Local Community to pay for services.

In order to do this, the Community Based Contractors will be required to methodically move through the whole area hauling all accumulated waste from all public places and open spaces as they are passed.

The initial clean-up is to be completed within the first three months in operation.

If this initial clean-up is undertaken thoroughly, which combined with the Community Based Contractor's knowledge of the Local Community, should make it easy to maintain a clean environment thereafter.

On completion of the initial clean up or at the end of the second month of operation (whichever comes first). The Community Based Contractors must inform the Project Manager and a joint inspection of the area will be undertaken.

(b) Routine Street Sweeping and Litter Picking

On completion of the initial clean-up and throughout the duration of the contract, the Community Based Contractors will be required to clean all public places and open spaces thoroughly daily and once per week, as and when required as specified.

Designated areas:

Item Description		Kilometers
1	Matsulu	
	Street Sweeping	10
	Litter Picking	40

Unit standards applicable in this case are as follows:

- Street Sweeping is 0.5km per worker per day one-way, with a pair of labourers.
- Litter picking is 5km per worker per day, with a pair of labourers.
- Plastic bags, SABS approved waste receptacles and garden tools to be used for litter picking and street sweeping services.
- Cleaning Frequency (Once per week – litter picking and daily – street sweeping).

(c) Cleaning Specification

All references to cleaning in this document will imply the following:

That when the cleaning team has passed an area there will be no obvious waste of any form or type easily visible. Cleaning frequency to be at least daily, once per week, as and when required.

This in turn implies that in the case of paved surfaces (tar, brick or block paving, concrete, etc) small and fine waste which cannot be easily picked up by hand, such as grit, gravel, stones, cigarette buds, etc, must be swept into heaps and then picked up with shovels and or scoops, so as to ensure that all waste has been collected.

(d) Cleaning Frequency

In general, it is anticipated that if cleaning is done to the above standard and the Community Based Contractor communicates with, educates and motivates the community to make good use of the waste collection system and to minimize littering and illegal dumping, once a week cleaning will be sufficient.

Nevertheless, certain areas may accumulate waste more quickly and to an unacceptable level in less than one week. In such a case, the Community Based Contractor shall clean the area more frequently. Alternatively, Council may instruct the Project Manager to do so, for which there will be no extra claim.

(e) Public Litter Facilities

The Council may at times decide to provide waste bins. Alternatively, the Community Based Contractor may request the Project Manager to do so but this will be subject to the Council's approval.

These must be emptied once a week. Alternatively and where they fill up more quickly, they may require more frequent servicing. In such cases, the Project Manager may give the Community Based Contractor instructions to this effect.

(f) Illegal dumping

Should an incident of illegal dumping occur, the Community Based Contractor must make every effort to obtain details such as vehicle registration numbers, company names, etc, and report these to Project Manager in order that legal steps can be taken against the offender. The Community Based Contractor must also encourage the community to do the same. Irrespective of whether the offender is traced or not, the Community Based Contractor will be responsible to clear, load and haul the waste that has already been dumped illegally.

The only exception will be in the case of medical, hazardous and toxic pharmaceutical and liquid waste where the Community Based Contractor is advised not to allow any contact with the waste.

In such cases the incident must immediately be reported to Principal Contractor who shall arrange for the removal thereof.

18.9 REMOVAL OF COMMERCIAL WASTE

The Community Based Contractor will be responsible for the removal of waste from all businesses and social amenities.

18.10 SOLID WASTE MATTER EXCLUSIONS

Under no circumstances will any Community Based Contractor be required to collect, load, handle, haul and dispose of:

- a) Medical waste;
- b) Pharmaceutical waste;
- c) Unknown Liquid and/or drum
- d) Chemical waste; and is in fact forbidden to do so, unless otherwise agreed by the Council and Principal Contractor in writing.

Should the Community Based Contractors or its personnel see any evidence of such waste types (even small quantities), every effort must be made to trace the origin and the Community Based Contractors must immediately report the matter to Principal Contractor.

18.11 THE PRINCIPAL CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE PROPER MAINTENANCE OF THE VEHICLES AND EQUIPMENT TO BE USED FOR THE PURPOSES HEREIN DESCRIBED, INCLUDING, BUT NOT LIMITED TO:-

- a) Appoint Community Based Contractors
- b) Conduct induction training programme so as to clearly communicate with, instruct and explain to Community Based Contractors exactly what their duties are.
- c) By the end of the second month of operation, submit detailed operating plans for each Community Based Contractor inclusive of all aspects as specified in this contract.
- d) Replace Community Based Contractors whose agreements are terminated in terms of the provisions thereof.
- e) Manage and Supervise all waste management aspects for this contract
- f) Providing financial security for the Community Contractors to obtain finance from a registered financial institution in order to purchase suitable equipment
- g) Office space for all Community Contractors and staff
- h) Procurement of suitable vehicles and equipment
- i) Staff recruitment
- j) Hands on assistance, guidance and accredited training with the:
- k) Management of the financial portfolio of each Community Based Contractor

- l) Payment of salaries and contributions
- m) Payment of vehicles and equipment
- n) Provision of maintenance and resource requirement funds, facilities, vehicles and equipment, materials, consumables, etc.
- o) Insurance payments
- p) Relevant business management support regarding administrative systems, planning etc.
- q) Implementation and management of management information systems
- r) Human resources support
- s) Legal Compliance
- t) Route scheduling and work load balancing
- u) Co-ordination and monitoring of contractor empowerment with regard to business management
- v) Principal Contractor will be the link between the Council, all Community Based Contractors and the Local Community and must therefore take note of and comply with all the communication requirements of clause below.
- w) The Community Based Contractors must submit to Principal Contractor a comprehensive report of all service aspects each month. This must be done by means of each Community Based Contractor doing their own count. Upon request, Principal Contractor shall submit the record to the Council.

18.12 That the provision of tyres, oil, fuel and hydraulic oil, are done in a way and at times which do not interfere with the efficiency of the operations.

18.13 That the general maintenance of the vehicles and equipment, ensuring road-worthiness at all times, are done in a way and at times which do not interfere with the efficiency of the operations.

18.14 The fitting of a suitable cargo net to open-tip vehicles and equipment, maintenance thereof to prevent any spillage and windblown litter.

18.15 Vehicles and equipment shall not be overloaded at any time.

18.16 That no toxic or medical waste be handled or transported and shall inform Council each time such waste is discovered.

18.17 That vehicles are maintained in a clean and hygienic condition at all times.

18.18 That sufficient vehicles are available on a daily basis from 07:00 for a maximum of nine (9) hours till completion of the services in accordance with the instructions of Council.

18.19 That a safety certificate for the lifting and compacting apparatus shall be within three months of the commencement of the contract and thereafter annually or at the request of the Council.

18.20 That a roadworthy certificate for all vehicles and equipment is submitted at the commencement of the contract and thereafter as required by the Road Traffic Legislation.

18.21 That the Principal Contractor shall be responsible for all costs resulting from damages or accidents or loss of property, movable or immovable, resulting from the rendering of the services.

19. WASTE DISPOSAL FACILITIES AND RECYCLING INITIATIVES

19.1 The Principal Contractor shall support Community Based Recycling Projects.

19.2 The Project Manager shall ensure that all conditions and requirements imposed by management at the designated permitted landfill site or any other waste disposal site designated by Council are adhered to and complied with, including but not limited to the following:-

- a) All vehicles shall weigh in and out over the weighbridge;
- b) Entry to the facility at own risk
- c) Only general non-toxic waste may be deposited
- d) Liquid or hazardous substances or containers shall not be allowed
- e) Only persons off-loading shall be permitted to leave the vehicles
- f) Instructions from landfill site personnel and signs shall be followed at all times
- g) No waste material may be removed from the site
- h) Offenders will be held liable for damages caused to the property at the designated waste disposal site

19.3 The Project Manager shall comply with all applicable legislation relating to the operations to be performed in terms of this agreement including legislation pertaining to the employment of staff and beneficiaries, the Basic Conditions of Employment Act, 1995 as well as prescriptions relative to minimum wages, to be paid beneficiaries and staff for the performance of obligations in terms hereof.

19.4 The Project Manager shall be responsible for the provision of waste bags for litter picking and street sweeping.

19.5 The operations are performed in accordance with the Council's Solid Waste By-Laws and Schedule of Works.

19.6 The Project Manager shall be responsible for provision of security services to safe guard / protect its own equipment / resources and personnel at all times.

20. DURATION OF CONTRACT

The contract shall be for a period of Thirty-six (36) Months from the initial month.

21. SPECIFICATIONS REGARDING PERSONNEL

21.1 The Principal Contractor must ensure that the Community Based Contractors employ his/her general labour force from his/her specific work area.

21.2 The Principal Contractor shall forfeit compensation if services cannot be provided (i.e. due to labour unrest, etc). The Principal Contractor acknowledges that it is their sole responsibility to introduce alternatives in such event to ensure uninterrupted service delivery.

21.3 The Principal Contractor shall ensure that all drivers are properly licensed (PRDP) and fully trained and comply with all relevant legislation.

21.4 The Principal Contractor shall ensure that staff is properly employed and contracted in terms of the Basic Conditions of Employment Act, 1995 and the Labour Relations Act, 1995 and all relevant contributions including but not limited to Unemployment Insurance Fund, training levies as well as Workman's Compensation are paid on a monthly basis.

21.5 All employees must undergo a physical fitness examination in terms of the Occupational Health and Safety Act, 1993 before commencement with work and as may be required to ensure employees are in an acceptable fitness to render effective services. The cost of the medical examinations will be for the account of the Principal Contractor. Proof of medical fitness must be submitted to the Council by the Principal Contractor when called upon to do so by the Council.

21.6 The Council shall be at liberty to object and require the Principal Contractor to remove any person employed by the Principal Contractor who in the opinion of the Council misconducts himself or is incompetent or negligent or dilatory in the proper performance of his/ her duties and such persons shall be redeployed in connection with this contract without the written permission of the Council. The Council's policy on employees conduct will be used as a point of reference in cases of misconduct.

21.7 The Project Manager shall supply staff with adequate protective clothing as prescribed in the Occupational Health and safety Act and Policy approved by Council on protective clothing. It shall be the responsibility of the Principal Contractor to ensure that these items are properly utilised. Labeling of the protective clothing and equipment shall be done in accordance to technical specifications of the Expanded Public Works Programme.

21.8 The Principal Contractor will be required to report all incidents noted by staff of the Community Based Contractor during the execution of their duties to the Council within 24 hours, such as listed below:

- a) Illegal dumping, littering and abuse of solid waste services
- b) Blocked sewers
- c) Water leaks
- d) Damaged/ inaccessible roads
- e) Any other damaged municipal services

22. SPECIFICATIONS AND PROCEDURES FOR NON-COMPLIANT VEHICLES

22.1 The Council will have the right to inspect vehicles and equipment at least once per month. If during the period of the contract any vehicle which, in the opinion of Council is not capable of satisfactory performing the duties prescribed owing to its mechanical conditions, or is in any way unsafe to operate, shall be replaced immediately by the Principal Contractor. Should there be any dispute as to the mechanical condition of the vehicle, it shall be taken to a workshop specializing in the scope of work required. If the vehicle is found to be faulty or defective, the conditions pertaining to penalties shall apply from the time the vehicle was considered to have become faulty. In addition to penalties stipulated, the actual cost of testing shall be borne by the Principal Contractor. The Principal Contractor or representatives shall be entitled to be present during any tests.

22.2 The Project Manager shall send the vehicles for a certificate of fitness as required in terms of the Road Traffic Act and proof of such testing must be submitted to Council immediately after testing. A grace period applicable in terms of the law shall apply, after which an escalating penalty will be imposed.

23. GENERAL MANAGEMENT REQUIREMENTS

The following Management and Development Plans must be submitted within three months of commencement of the Contract. These management plans will be evaluated in terms of Council's Supply Chain Management Policy and will be included when evaluating the bid as follows:-

23.1 Financial Management Plan

- a) Projected cash flow
- b) Breakdown of cost calculation
- c) Proof of bank account to facilitate the electronic transfer of funds
- d) Proof of financial ability to sustain the project
- e) Proof of ability to provide surety for the purchase of vehicles and equipment

23.2 Human Resources Management Plan that provide for the following:

- a) An employment contract between the Community Based Contractor and Staff. The employment contract must make provision for all the minimum requirements as detailed in the Basic Conditions of Employment Act and the Labour Relations Act.

23.3 The employment contract shall stipulate the rate of pay for staff. All employees must be issued with a pay slip on the date of payment or as per salary cycle.

23.3.1 Proof of registration with UIF and Good Standing with Workman's Compensation Commissioner.

23.3.2 Basic Conditions of service

23.3.3 Disciplinary and grievance procedures

23.3.4 Policies related to:

- a) Benefits (pension, medical aid, housing subsidies, transport allowances, cellular telephone allowances etc.)
- b) Light duty
- c) Medical boarding
- d) EAP and HIV
- e) Incapacity

23.4 Training and Skills Development Plan that must provide the following:

- a) Provide employees with an opportunity to participate in the world of work and receive training and acquire reasonable skills at the same time.
- b) Ensure a minimum of the equivalent of 2% of the project budget is allocated to funding the training program.
- c) Ensure sustainable training through certification. It is proposed that a minimum of 70% of the training provided must be accredited.
- d) Balance quality of life, functional and entrepreneurship training
- e) Balance formal training with structured work place learning
- f) Equip employees with skills that can be used to secure other employment opportunities
- g) Identify possible career paths available to workers within the project

The Principal Contractor shall maintain a record of training provided; such record shall be available for inspection by Council.

23.5 Social responsibility plan that must provide the following:

- a) Support education and mind set change in respect of the negative influence of illegal dumping on health of residents as well as the environment.
- b) Support to communities and incentives for cleanliness, neatness and beautifying of the specific areas or illegal dumping hot spots.

The Principal Contractor shall use various media to promote their social responsibility initiatives.

23.6 Recycling, re-use, sorting and storage of recyclables

23.6.1 The Principal Contractor must assist in obtaining an offset market for recyclables.

23.6.2 The Principal Contractor must enter into a signed agreement with emerging recycling companies which agreement must include the establishment of buy-back centre(s). Proof of this signed agreement must be provided to the Council.

23.6.3 The Principal Contractor should include local recycling entrepreneurs into the program.

23.6.4 The Recycling Company shall provide storage facilities necessary to collect recyclable material at the location(s) identified by the Project Manager and approved by the Council.

23.6.5 The bins shall be collected at least once a week by the Recycling Companies and the area must be kept neat at all times.

23.6.6 The recyclable material sold will be to the account of the Recycling Companies.

23.6.7 The Recycling Companies shall take all reasonable measures to operate the service area so as to reduce, and where possible, prevent any nuisance such as:

- a) Odours
- b) Dust
- c) Flies and rodents
- d) Noise
- e) Litter
- f) Illegal dumping

24. Employment of staff

Employees shall be preferably be non-working individuals from the local communities / service area, including youth and women. In order to spread the benefits as broadly as possible in the community, a maximum of one person per household shall be employed taking local circumstances into account. The proposed social targets shall be in line with Ministerial Determinations.

25. Registered Office and Office Equipment

25.1 The Principal Contractor or group of contractors must register an office with City of Mbombela within a reasonable time after being awarded the bid, but at most seven (21) working days after the commencement of the services. Such office which shall be manned during normal operating hours, and shall be equipped with at least:

- a) Telephone
- b) Fax machine
- c) Boardroom / meeting room

25.2 The Principal Contractor will be responsible for arranging monthly Liaison meetings for the duration of the contract.

25.3 The Principal Contractor shall keep and maintain a register of all complaints received, indicating the date and time when the complaint was lodged, as well as the date and time the complaint was attended to and resolved. Such shall be available for inspection by Council.

25.4 The Principal Contractor shall meet at least once a month with General Manager Community Services or Delegated Nominee during Liason Meetings.

26. OPERATIONS MANAGEMENT

The successful Principal Contractor shall accept supervision over the operations as determined by Council at its sole discretion.

26.1 Communication

Although not necessarily the only aspects of communication, the following are imperative to the success of the contract and therefore will be enforced. These are:

- 26.1.1 Communication with Principal Contractor
- 26.1.2 Communication with the Community Based Contractors
- 26.1.3 Communication with Local Community
- 26.1.4 Communication with employees

Principal Contractor shall maintain a channel of communication with the Community Based Contractors. Communication may be verbal and/or written. In order to facilitate this, the Community Based Contractors will be required to comply with the following:

26.2 Monthly meetings

The Community Based Contractor will be required to attend at least one Liaison meeting per month with Principal Contractor and the Council this will be held at a venue to be specified by Principal Contractor at such time as agreed upon between the Council and Principal Contractor.

26.3 Area Inspections

Principal Contractor may decide to conduct area inspections at any time with or without the Community Based Contractors knowledge and attendance. Inspections may also be conducted in conjunction with the monthly meetings. Should serious problems arise, they will be reported to the Community Based Contractors immediately to resolve the problem without unjustifiable delay.

Alternatively, Principal Contractor will report back at the monthly meetings.

26.4 Ad Hoc Communication

Because the Community Based Contractor is providing a service to the Local Community, it is essential that he/she can be contacted at all times (including after office hours).

To facilitate this, the Community Based Contractor:

- a) Must have and maintain in working order, a mobile cellular phone, to be kept switched on at all reasonable times and with a message receiving facility at all times. It will be up to the Community Based Contractor to ensure that messages are checked regularly and especially immediately after it may have been switched off for a period.

- b) If possible, the Community Based Contractor should endeavour to establish a base where meetings can be held and to which items may be delivered and kept safe.

26.5 Communication with the Local Community

In order to ensure maximum success of this project, the Community Based Contractor will be required to maintain intimate contact with the Local Community in each given area. This will be done firstly through the Ward Councillors, known structures and secondly through the Community Based Contractors employees.

26.6 Communication through Councillors and known Structures

From time of being appointed contact must be made with both of the above and maintained for the duration of the contract.

Initially this must be done to select and appoint the Community Based Contractor's employees and then on an ongoing basis to maintain a channel of communication in order to receive and convey information from and to the Local Community.

26.7 Communication through Community Based Contractors

This contract must be used to assist in educating residents or communicate any other matter that Council may require to communicate at any time.

Although the Community Based Contractor may use any means available for communication Principal Contractor may require the Community Based Contractor to:

- a) Distribute pamphlets to each and every dwelling;
- b) Make physical and direct verbal contact to convey a message;
- c) Direct visits to selected residents;
- d) Calling a community meeting in order to address a major incident;
- e) Encourage residents to look after Council property such as waste bins, as well as to report incidents such as illegal dumping with relevant detail such as names and vehicle registrations in order to assist the Council to trace the offender.

27. COMPLAINTS MANAGEMENT

The Community Based Contractor must facilitate the receiving and recording of complaints. In order to do this, the Community Based Contractor must:

- a) Inform residents of their rights and the need to report complaints and incidents and encourage them to do so;
- b) Provide a reporting venue and ensure residents are informed thereof as well as his/her contact details; and
- c) Provide a recording book at this venue and ensure all complaints and incidents are recorded in this book. The Community Based Contractor must also automatically record any known incidents. A complaint register used by Council will be implemented in the designated areas.

28. PRODUCTIVITY MANAGEMENT

The Principal Contractor shall submit available information and performance figures in terms of this contract to Council on request of Council.

The Principal Contractor must ensure the provision of the following services:-

28.1 Round Collection

Domestic and Businesses at most 3 750 service points per week per Community Based contractor

28.2 Litter Picking and Street Sweeping

Street sweeping of built up roads daily Monday to Saturday excluding Public holidays during weekends.

Litter Picking on main roads to be done once a week and or as and when required. As required by communities within residential areas.

- a) Public gathering areas, events, amenities, main roads, entrance routes as determined by Council.
- b) Litter Picking services in specified areas as identified by Council from time to time, must be rendered.

28.3 Illegal Dumping including builder's rubble and bulky waste must be removed on a seven day cycle.

28.4 Animal carcasses must be removed of within twelve (12) hours after notification.

28.5 Medical, toxic, objectionable and wet waste

The removal of the aforementioned waste will not be the responsibility of the appointed Principal Contractor. The generators of these waste types make independent arrangements.

28.6 Should any of medical waste (domestic) be identified, the Council shall be notified of such source within twenty four (24) hours.

29. LEGISLATION

The Principal Contractor shall be bound by all relevant acts, regulations and by-laws relating to the service to be rendered in terms of this contract and shall be responsible to acquaint him/herself with such applicable legislation, rules, by-laws and regulations for the duration of this project.

30. OPERATIONAL PENALTIES

30.1 At the end of each month the Council shall set out in a certificate the amount owed by the Principal Contractor and the amount so certified will be recovered by the Council from the Principal Contractor by deducting the penalty amount from the contractor's payment.

30.2 Should the Council incur costs as a result of the vehicle(s) having breakdowns which affect service delivery or not being available, the cost of service exceeding the penalty will be recovered from the Principal Contractor.

30.3 The following penalties which shall apply and will escalate annually with the percentage equal to the percentage escalation claimed by the Principal Contractor:

30.3.1 Round Collection

Should any service area or part thereof on the daily route not be serviced a penalty of R 6 000-00 per day or part thereof will be imposed.

30.3.2 Complaints

Complaints to be attended to within twenty four (24) hours after written notification, a penalty of R 1 000-00 will be imposed and additional penalty of R 500-00 for every hour thereafter may be imposed.

30.3.3 Illegal dumping

Should illegal dumping not be removed within a seven (7) day cycle or within twenty four (24) hours after written notification, a penalty of R 4 000-00 will be imposed, with an additional penalty of R 1 000-00 per day that the illegal dumping is not removed.

(a) The same penalty shall apply should the Principal Contractor burn any waste.

30.3.4 Animal carcasses

Should animal carcasses not be removed within twelve (24) hours after official notification, a penalty of R 500-00 will be imposed and an additional penalty R250-00 will be imposed for every hour the carcass is not removed.

30.3.5 Litter Picking and Street Sweeping Services

Should any litter picking route or part thereof not be serviced as per agreed schedule or any of the waste bags filled by litter pickers not be removed a penalty of R 2 000-00 per day will be imposed.

30.3.6 Availability of Operations Manager/ Area Supervisor

A competent and accountable operations manager/ area supervisor shall be appointed to manage/ monitor the services area on daily basis. Failure to adhere to this provision will incur a penalty of R 2 000-00 per day.

30.3.7 Late commencement of services shall be R 5000 per day.

30.3.8 Late collection from residential units, containers shall be 50% of the amount due for the units, users or containers, for each calendar day that the collection was late.

30.3.8 Spillage from vehicles shall be R 500 per incident.

30.3.9 Using a vehicle which does not comply with the minimum requirements of Traffic Management Authorities and specifications in terms of this Contract shall be R 500 per day.

30.3.10 A vehicle being driven by a person who is not in possession of the necessary driving permits shall constitute grounds for a penalty in the amount of R 1 000 per day in addition to the Fines that may be imposed by the Traffic Management Authorities.

30.3.11 Service Provider not attending site meetings, liaison meetings, site visits, complaints, enquiries and any other Directive by CoM Municipality or Delegated Nominee shall be R 10 000 per incident.

30.3.12 All workers not properly attired in terms of the Occupational Health and Safety Clauses shall be R 1000 per day.

30.3.13 Deliberate disposal of waste, litter, grass cuttings etc. in open spaces, manholes, storm water channels, sanitation infrastructure etc. shall be R 2000 per incident.

31. CONTRACT PRICE

31.1 The Principal Contractor will be paid by Council per service point per month for the first year, after which time section 31.5 of this contract will be applicable.

31.2 The Principal Contractor shall not be entitled to collect any monies from the local community for rendering any of the Solid Waste Services.

31.3 The service points per service area will be verified every six (6) months, one count of which shall be during the third quarter (January-March) of each financial year.

31.4 A simultaneous verification of service points will be done by Council and the Principal Contractor at the commencement, and all stipulated verifications in terms of 31.2.

31.5 Any adjustment in payment as result of the service point verification will be effected from the 1st day of the month that the verification results are submitted to the Council.

32. REMEDIES FOR BREACH

32.1 In addition to any other remedies for breach of contract which are set out in the is contract, and in addition to any other remedy the Council may have in law, the Council shall be entitled to regard any breach of this Contract as a material breach entitling it to:

- a) Either perform the Contractor's duties itself or appoint another Contractor to do so, and in both cases hold the Project Manager liable for any additional expenditure incurred thereby over and above the rates agreed upon in terms of this contract and /or
- b) Forthwith cancel the contract and or recover any damages it may have sustained consequent upon any such breach.

32.2 To facilitate the administration of this clause, the Council shall set out in a certificate, which shall be prima facie proof, of the amount of damages suffered by the Council through exercising its rights under this clause and the Principal Contractor shall pay the Council the amount so certified within 30 days after demand has been made.

32.3 In particular, and without prejudice to the generality of the remedy set out in clause 32.1 above, the Council shall be entitled to regard the following acts as material breach of contract.

- a) If a Project Manager/ Community Based Contractor or any person employed by or associated with him/her or, in the case of a company, a director or shareholder or person similarly associated with such company either directly or indirectly gives or offers to give any gratuity, reward or commission or other consideration to Council or to any person in the employ of the Council.
- b) If the Project Manager/ Community Based Contractor supply false information to the Council on any document required to be completed in terms of this contract such as certificates, invoices, delivery notes, etc.

32.4 The Council shall at any time be entitled to invoke the provisions of this clause, notwithstanding that it may previously have disregarded any particular breach or breaches of this contract by the Principal Contractor or that it may previously have accorded to the Principal Contractor, expressly or by implication, permission to perform otherwise than strictly in accordance with his/her obligations hereunder.

33. DISPUTES

In the event of any dispute arising between the Council and the Principal Contractor in connection with or arising out of the contract it shall be referred to Arbitration in accordance with the provisions of the Arbitration Laws applicable from time to time.

34. BREAKDOWNS

34.1 Should any vehicle break down or become defective so as to be unable to perform the tasks required and so cause delay of work at any time, such vehicle shall be replaced within a reasonable time or such time as agreed with the Council.

34.12 Such breakdown and the nature of defect should be reported to the Council after establishment that services will be negatively affected after occurrence of the breakdown.

34.3 In the event of the Principal Contractor being unable to supply the replacement vehicle within the time stipulated by clause 34.1 the Council shall be entitled to the following:

- a) The Council shall be entitled to hire alternative transport and staff from any available contractor for the duration of the period of inability to perform the obligations in terms of this agreement, without payment of compensation to the Principal Contractor in terms of this contract.
- b) If in the opinion of the Council, the breakdown is of such a nature and causes a material interruption in service delivery, the contract may be cancelled by the Council after giving twenty four (24) hours written notice to the Principal Contractor of its intention in this regard, in which instance the Council shall remunerate the Project Manager pro rata for services rendered and the Principal Contractor shall have no claim for damages against Council as a result of the cancellation of the contract by the Council.

34.4 Interruption in service delivery due to mechanical breakdown or the unavailability of a qualified driver may be accepted by the Council provided that the total loss of working time in any one shift per vehicle does not exceed two hour and that the total loss of working time in any week per vehicle does not exceed four hours.

35. RISK AND INDEMNITY

35.1 The risk in any activities of the Principal Contractor and any equipment, vehicles, tools or whatsoever used, or owned, or operated by or on behalf of the Principal Contractor shall at all times vest in the Project Manager and proof of sufficient insurance cover to accommodate any and all incidents that may occur as a result of the performance of any obligations in terms of this contract and claims by staff and or third parties and losses suffered by the Principal Contractor shall be submitted to the Council upon request.

35.2 The Principal Contractor indemnifies the Council against any and all claims for loss or damage suffered as a result of the performance of duties in terms of this contract and against any and all claims for loss or damage, including loss of life and bodily injury suffered by any person whomsoever, for any reason whatsoever, as a result of the service rendered by the Principal Contractor in terms of this contract.

35.3 The Principal Contractor shall submit to Council an Insurance Certificate to fully cover Council from any liability of whatsoever nature at the commencement of this contract and thereafter at the request of Council.

35.4 The Principal Contractor shall ensure that in addition, each Community Based Contractor takes out third party insurance for an amount not less than R 5 000 000.00 (Five Million Rand) per incident.

35.5 The Council recognises that the Principal Contractor and Community Based Contractor will be concluding Community Contractor Agreements and hereby indemnifies Principal Contractor against any losses and expenses incurred, as a result of any act or omission on the part of the Council, its employees and/or representatives, whether pursuant to a breach of its obligations in terms of this contract, or due to the negligence or willful misconduct of it or its employees and or representatives.

35.6 Liability: Neither party shall be liable for any loss or damages suffered by the other party as a result of circumstances beyond the first mentioned party's control, including but not limited to, force majeure, acts of war, and acts of civil or military authority.

35.7 Notice: Each party shall, in the event of a force majeure event causing a delay in performance, or if any such delay is anticipated, promptly notify the other party of such delay or expected delay and the cause and estimated duration of such delay.

35.8 Duties: The party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay. Should such delay persist for a period of sixty (60) days, the other party shall be entitled to terminate this contract on written notice.

36. FAILURE TO PERFORM

The Project Manager shall not be entitled to and in addition thereto undertakes not to curtail, suspend, delay, slow down, withhold, or in any manner fail to perform any of the obligations in terms of this contract on account of any dispute between the parties or on account of any alleged breach by the Council of any of the provisions of this contract.

37. CESSION

The Principal Contractor shall not be entitled to cede, make over, transfer, assign or in any other manner deal with any of his/her rights and obligations or whatsoever in terms of or arising out of or in relation to this contract.

38. TECHNICAL EVALUATION CRITERION

Bids will be evaluated and adjudicated in terms of City of Mbombela Local Municipality Approved Supply Chain Management Policy, and the bid committee framework is provided for in this regard to evaluate and adjudicate the bids received.

39. PRE-MEDICAL ASSESSMENTS

The Service Providers must undertake Pre-Medical Assessments for all staff appointed within a period of thirty-days after commencement of the contract to protect all parties against possible civil claims.

1. Technical evaluation and General Criteria

Compliance with bid conditions Technical specifications

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

2. Infrastructure and resources available

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

3. Staffing profile

Evaluation of the bid’s position in terms of:

Points will be allocated for Technical Evaluation for Staff with relevant experience in the relevant technical field, qualifications and experience of key staff to be utilized on this contract.

4. Company Previous experience

Points will be allocated for Technical Evaluation of the Bidders in terms of company experience Capacity to execute the contract, emphasis will be placed on the experience of contracts of similar size and nature.

TABLE 1 TECHNICAL EVALUATION CRITERION 5 POINTS

PLANT AND EQUIPMENT		POINTS ALLOCATED	POINTS CLAIMED
1.1	1 x Rear Compactor truck	2 Points	
1.2	1 x Roll-on truck	1 Point	
1.3	1 x Skip Loader Truck	1 Point	
1.4	1 x LDV	1 Point	

TABLE 2 KEY PERSONNEL 5 POINTS

Site Manager		POINTS ALLOCATED	POINTS CLAIMED
Attach Curriculum Vitae Plus Certified Copies of Qualifications.		5	
1	Qualifications (Environmental Sciences, Civil Engineering):- <ul style="list-style-type: none"> • National Diploma (1 point). • BSC Degree or above (2 points). 	2	
2	Experience: <ul style="list-style-type: none"> • Relevant experience in similar work up 3 Years (1 point). • Relevant experience in similar work from 4 Years and above (3 points). 	3	

TABLE 3 COMPANY EXPERINCE**30 POINTS**

Clause		POINTS ALLOCATED	POINTS CLAIMED
Company Experience			
1	Relevant experience of company on projects of similar size for a period of 36 months. Attach appointment letter. (Points allocated per project).	30	
2	Projects of similar size (< 5 000 House Units)	5	
3	Projects of similar size (> 5 000 House Units)	10	
4	Projects of similar of size (< 10 000 House Units)	15	
5	Projects of similar of size (> 10 000 House Units)	30	

TABLE 4: WASTE MANAGEMENT ASSOCIATION**10 POINTS**

REPUTABLE WASTE MANAGEMENT AFFILIATION	POINTS ALLOCATED	POINTS CLAIMED
The Institute of Waste Management of Southern Africa or Equivalent. Attach certified copy of a valid certificate of membership with the association.	10	

Bidders must score minimum 40 out of 50 points for functionality. Failure to score a minimum 40 points for functionality will result in elimination of the bid and will not be evaluated further.

PRICING SCHEDULE

MATSULU AREA

	DESCRIPTION	UNIT	QTY	R / RATE	R / AMOUNT
1.	<u>PRELIMINARY AND GENERAL</u> This section deals with the initial three months clean-up of the designated areas and all overhead costs for set-up and site establishment.	Provisional Sum /Months	3 Months	300 000	900 000
Carry forward to Summary		Sub-total for Section 1			900 000
2.	<u>TECHNICAL AND MANAGEMENT SERVICES</u> This section deals with all costs associated with the services of a technical nature and project management, supervision and monitoring.				
2.1	Project management inclusive of supervision, monitoring and management aspects.	Months	36		
2.2	Site Manager x 1	Months	36		
2.3	Project Administrator x 1	Months	36		
2.4	Site Supervisors x 1	Months	36		
2.5	Office Space, Ablutions and Plant Shelter x 1	Months	36		
2.6	LDV for supervision x 1	Months	36		
2.7	Communication: Cellphone, 2-way Radio, Telephone and Email	Months	36		
2.8	Staff Remuneration inclusive of Salaries, UIF, Medical Insurance, Pre-Medicinals and COIDA, Company Benefits etc.	Months	36		
Carry forward to Summary		Sub-total for Section 2			

3.	<u>WASTE COLLECTION AND TRANSPORT SERVICES</u>			
	This section deals with all costs associated with the waste collection services and logistics for general waste streams from residential or domestic properties and commercial or business properties within the designated area.			
3.1	<u>Residential/ Domestic</u> 3.1.1 Matsulu Area This section deals with all costs associated with collection of domestic or residential waste using plastic bags or bins weekly.	Number	10 209	
3.2	<u>COMMERCIAL/ BUSINESSES</u> 3.1.2 Matsulu Area This deals with waste collection from commercial or business sites within mix use area using plastic bags or skips for waste storage.	Number	27	
Carry forward to Summary		Sub-total for Section 3		
4.	<u>STREET CLEANSING</u>			
	This section deals with provision of cleansing services including but not limited to street sweeping and litter picking services on public places, open spaces, streets, parks and municipal gardens.			
4.1	Street Sweeping Matsulu Area	Months	36	
4.2	Litter Picking Matsulu Area	Months	36	
Carry forward to Summary		Sub-total for Section 4		

5.	<u>WASTE STORAGE FACILITIES</u>				
	This section deals with the supply, delivery, installation and regular clearing of waste bins as and when required basis.				
5.1	200L Glass-Mix Material bins	Number	50		
5.2	3m ³ Recycling Collection Banks	Number	8		
5.3	75L Pedestrian Bins	Number	300		
5.4	Multi-purpose Cleaning Trolleys	Number	10		
5.5	770L- 2 Wheeled bins	Number	20		
5.6	1100L- 4 Wheeled bins	Number	10		
5.7	6m ³ Skip Bins	Number	50		
Carry for to Summary		Sub-total for Section 5			
6.	<u>WASTE EDUCATIONAL AWARENESS CAMPAIGNS</u>				
	This section deals with waste education and awareness programme to encourage functional pride and ownership of the local environment by all citizens within the designated areas.				
6.1	Waste education, awareness, PR and Marketing.	Months	36		
Carry forward to Summary		Sub-total for Section 6			

7.	<p><u>CLEANING OF OPEN SPACES, PUBLIC PLACES, FOCAL POINTS AND CLEARING OF ILLEGAL DUMPING HOT SPOTS</u></p> <p>This section deals with non-routine work that may or may not be undertaken. This work will only be executed on specific instructions issued by the Project Manager.</p> <p>Clearing of piles of waste, rubble and animal carcasses abandoned on public places and open spaces:</p>			
7.1	<p>Load, remove and dispose of piles or rubble, earth and waste where a single pile exceed 1ton. The rate is to be based on clearing one 1ton per incident.</p> <p>Inclusive of all plant, transport, labour, materials and all other costs associated with loading, removal and disposal of piles of earth, rubble and accumulations of waste and the levelling and cleaning of the area after clearing, or the loading, removal and disposal of animal carcass as specified.</p>	Months	36	
Carry forward to Summary		Sub-total for Section 7		
8	<p><u>TRAINING AND SKILLS TRANSFER</u></p> <p>This section deals with the training and skills transfer for Project Manager, Supervisors, Project Administrator, General Staff and Contractors.</p>			
8.1	Skills Development and Training Courses.	Provisional Sum		1 200 000
Carry forward to Summary		Sub-total for Section 8		

SUMMARY – 3 YEAR CONTRACT

MATSULU AREA

ITEM	DESCRIPTION OF COST	SECTION	AMOUNT
		SUB-TOTAL	
1.	PRELIMINARY AND GENERAL	1	
2.	TECHNICAL AND MANAGEMENT SERVICES	2	
3.	WASTE COLLECTION AND TRANSPORT SERVICES	3	
4.	STREET CLEANSING SERVICES	4	
5.	WASTE STORAGE FACILITIES	5	
6.	WASTE EDUCATIONAL AWARENESS CAMPAIGNS	6	
7.	CLEANING OF OPEN SPACES, PUBLIC PLACES, FOCAL POINTS AND CLEARING OF ILLEGAL DUMPING HOT SPOTS	7	
8.	TRAINING AND SKILLS TRANSFER	8	
9.	TOTAL EXCLUDING VAT		
10.	ADD VAT (15%)		
11.	TOTAL CONTRACT AMOUNT		

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

YEAR ONE (01)

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

YEAR TWO (02)

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

YEAR THREE (03)

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

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

- NB: A provisional sum amount has been provided and covers for the whole contract period. The utilization of all the provisional sums will be subject to the approval by the General Manager of the Department and or Delegated Nominee.
- No payments will be effected if General Manager or Delegated Nominee did not authorize the utilization of the provisional sum amount.
- Items 5, 6, 7 and 8 are strictly and unconditionally reserved for Sub-Contracting to Qualifying Local Contractors.

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

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder..... Bid number: **COM17B/2024**

Closing Time 11:00 on 8 MAY 2024

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

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

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

Procurement Related Enquiries:
 Christopher Nkamble
 Supply Chain Management
 Tel No: 013 759 2358
 Email address:
christopher.nkambule@mbombela.gov.za

Technical Enquiries:
 Lesiba Maluleke
 Solid Waste Management Services
 Tel No: 013 759 2239
 Email address:
lesibam@mbombela.gov.za

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):...

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 OR 80/20/ preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90/80
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
A total of 4 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	1 point	2 points
2.	for at least 30% woman or women shareholding or owned enterprise	1 point	2 points
3.	For at least 30% youth shareholding or owned enterprise	1 point	2 points
4.	for at least 30% people living with disability shareholding or owned enterprise	1 point	2 points
A total of 6 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise located within the local area of jurisdiction	1 point	2 points
6.	point for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered or works to be undertaken	3 point	5 points
7.	for Corporate Social Investment (CSI) or Social Labour Plan proposition	1 point	2 points
8.	for valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	1 point	3 points
The City will utilize the CSD report for the above-mentioned information.			

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022 and the City Preferential Procurement Policy;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP 

WITNESSES
 1.
 2.
 DATE

2.2 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____ that:
(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- a. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

- b. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

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

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm

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

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

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

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

Full name of partner	Signature

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

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
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This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY BIDDER	ALLOCATED POINTS
PRICE AND COMPETENCE GOALS (80 POINTS)	PRICE	80		
	SUB TOTAL	80		
EQUITY PROMOTION GOALS (20 POINTS)				
	SPECIFIC GOALS	20		
	SUB TOTAL	20		
	TOTAL	100		