



MORETELE LOCAL MUNICIPALITY

INVITATION TO TENDER

BID NO: MLM/LED/ILLEGAL DUMPING/2026-2029

APPOINTMENT OF UP TO FOUR (4) SERVICE PROVIDERS FOR
THE CLEANING OF ILLEGAL DUMPING HOTSPOTS FOR A
PERIOD OF THIRTY-SIX (36) MONTHS

NAME OF BIDDER: _____

TOTAL BID PRICE (Incl. VAT)

R _____

BID DOCUMENT FEE / PROOF OF PAYMENT (IF APPLICABLE):

**MLM/LED/ILLEGAL/DUMP/HOTSPOTS/2026-2029 SERVICE PROVIDER FOR CLEANING OF ILLEGAL
DUMP HOTSPOTS**

FOREWORD

This document consists of three volumes clustered to form a bid and contract namely:

1. BIDDING PROCEDURES

This volume contains the bid notice and invitation, the conditions of bid, and the procedures to be complied with by every bidder submitting a bid.

2. RETURNABLE DOCUMENTS

This volume contains the returnable schedules, forms and declarations to be completed by each bidder for evaluation purposes and, where applicable, for incorporation into the contract.

3. THE CONTRACT

This volume consists of nine (9) parts, namely:

1. **Scope of Work (Project Specifications)**
2. **Pricing Schedule**
3. **Evaluation Criteria**
4. **Authority to Sign**
5. **General Conditions and Special Conditions of Contract**
6. **Declaration of Interest – MBD 4**
7. **Declaration of Bidder's Past Supply Chain Management Practices – MBD 8**
8. **Form of Offer and Acceptance**
9. **Annexures (Attachments)**

IMPORTANT NOTE

Each Bidder must complete the BID SUMMARY PAGE for BID opening purposes following hereafter.

1. BID SUMMARY PAGE: DETAILS OF BIDDER

Name of firm/entity/enterprise	
Trading as(if different from above)	
Postal Address	
Physical Address	
Contact details of the Bidder proposed Project Manager who will represent the Bidder in the implementation processes	Name&Surname: _____ Telephone: () _____ Fax: () _____ Cell phone: _____ E-mail Address: _____
Company Income Tax number	
VAT Registration number	
Company Registration number	
Provide any other Professional Registration applicable to this industry	
Bidder's Banking details	Name of Bank: _____ Branch name: _____ Branch code: _____ Account No: _____

VOLUME 1

1. BIDDING PROCEDURES

1.1 BID NOTICE AND INVITATION

BID NO: MLM/LED/ILLEGAL DUMPING/2026-2029

APPOINTMENT OF UP TO FOUR (4) SERVICE PROVIDERS FOR THE CLEANING OF ILLEGAL DUMPING HOTSPOTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Bid documents containing the specifications, conditions of bid and returnable documents may be obtained from the Finance Department, Moretele Local Municipality, 4065B Mathibestad, up to the date stated in this notice. Where the Municipality makes the bid available electronically or through another official platform, bidders are responsible for ensuring that they obtain the full and latest version of the bid document and any official addenda issued by the Municipality.

If a non-refundable charge for a printed bid document is payable, such charge and the method of payment must be as stated in the official advertisement or municipal notice. Proof of payment may be requested only where a printed copy is purchased from the Municipality.

Sealed bids, clearly marked "**BID NO. MLM/LED/ILLEGAL DUMPING/2026-2029**", must be placed in the bid box situated at the Finance Section, Moretele Local Municipality, 4065B Mathibestad, on or before **07 July 2026 at 12h00**, at which time bids will be opened in public. Bidders are responsible for ensuring that bids are delivered timeously to the correct bid box and address. A compulsory briefing session will be held on **12 June 2026 at 10h00** at the venue stated in the bid data or official notice. Late bids will not be accepted. Bids must be properly bound or secured and submitted as complete documents. Failure to initial each page will not in itself render a bid non-responsive, provided the bid is duly signed where required and no material alterations are left unauthenticated. Any alterations or corrections to prices or key bid information must be initialled by the authorised signatory.

The Municipality is not bound to accept the lowest priced bid or any bid. Subject to applicable legislation, the Municipality may award this tender to one or more responsive tenderers, including up to four (4) service providers, if this is expressly provided for in the bid data and supported by the evaluation outcome and objective criteria. The Municipality also reserves the right not to make an award or to cancel and re-advertise the tender where lawful grounds exist.

Bids will be evaluated in accordance with the **Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)**, the **Preferential Procurement Regulations, 2022**, the **Municipal Finance Management Act, 2003 (Act 56 of 2003)**, the **Municipal Supply Chain Management Regulations, 2005**, the Municipality's approved **Supply Chain Management Policy**, and all other applicable legislation. The applicable preference point system will be applied in accordance with the estimated Rand value of the tender and the Municipality's approved preferential procurement policy. Specific goals will be applied as provided for in the applicable policy and bid data. Shortlisted bidders may, where stated in the bid data, be required to make presentations to the relevant bid committee before final appointment is made. Site inspection may be conducted by the Municipality to verify the availability of vehicles, equipment and resources required for the contract.

MLM/LED/ILLEGAL/DUMP/HOTSPOTS/2026-2029 SERVICE PROVIDER FOR CLEANING OF ILLEGAL DUMP HOTSPOTS

Supply chain management enquiries may be directed to **Mrs Modiegi Phenya** at **(012) 716 1413** during normal municipal working hours.

Municipal Manager: Mr. S Ngwenya
Moretele Local Municipality

VOLUME 2

(RETURNABLE DOCUMENTS)

RETURNABLE SCHEDULES, FORMS, CERTIFICATES AND DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

1. Completed and signed Form of Offer and Acceptance.
2. Authority of signatory / resolution or other proof of authority, where applicable.
3. Central Supplier Database Registration Summary Report.
4. Company registration documents and certified identity documents of directors / members, where required by the bid data.
5. Municipal account information, lease agreement, landlord confirmation, or other proof required by the bid data to assess municipal account compliance.
6. Letter of Good Standing with the Compensation Fund / COIDA, where applicable.
7. Mandatory municipal bidding documents and declarations, including MBD 4 and any other declarations expressly required in the bid.
8. Methodology, project implementation plan and waste management / compliance plan required for functionality evaluation.

9. CVs and supporting documents for key personnel required for functionality evaluation.
10. Proof of ownership, lease or binding access to required vehicles, plant and equipment, including a tipper truck and TLB.
11. Proof of relevant experience and references required for functionality evaluation.
12. Any additional returnable document, certificate or evidence expressly required in the bid data.

VOLUME 3

(THE CONTRACT)

3. PROJECT PURPOSE

The cleaning of illegal dump hotspots will be operated in accordance with the municipal bylaws and policies regarding waste minimizing ,storage, collection and transportation and final disposal at the licensed facility. Due regards will also be given to the National Environmental Management Act (Act No: 107 of 1998) and National Environmental Management: Waste Act (Act no: 59 of 2008).

3.1 INTRODUCTION

Moretele Local Municipality is embarking on cleaning of illegal dump hotspots which is a serious challenge faced by the municipality in most of the areas in the jurisdiction. This is due to the culture of littering of waste everywhere by communities.

3.2 SCOPE OF WORK

There are various illegal dumping hotspots within the jurisdiction of Moretele Local Municipality across all 26 wards. The Municipality intends appointing up to four (4) service providers to render the required services.

The following is the Scope of work expected from the prospective service provider:

3.2.1. Cleaning of the illegal dump hotspots in all 26 wards, minimum of 6 wards per service provider

3.2.2 Cleaning the surroundings where skip bins are located

3.2.3 REQUIREMENTS

- 1. Vehicles-the successful bidder must provide the following maintained vehicles; tipper truck and a TLB.**
- 2. Drivers and diesel for daily operations.**
- 3. Project Manager**
- 4. Operational plan- must cover the cleaning and litter picking in all serviced areas including cleaning timeframes.**
- 5. Provision of equipment-successful bidder must provide waste pickers with Personal Protective Equipment**
- 6. Project Implementation Plan**

3.3 DURATION

The successful service provider(s) will be appointed for a period of thirty-six (36) months, subject to the written award and applicable law.

4.1 PRICING SCHEDULE

4.1.1 Total amount indicated above includes all cost that the bidder will bear in line with the scope of work outlined as per relevant regulation.

1. Tendered prices must be stated clearly in the pricing schedule and shall be subject only to the pricing basis, contract conditions and any approved price adjustment mechanism expressly provided for in the bid data, the contract and applicable law.

4.2 OVERVIEW OF EVALUATION PROCESS AND LEGAL COMPLIANCE

Evaluation will be conducted in stages, which may include responsiveness, functionality (where applicable), price and preference points / specific goals, in accordance with applicable legislation and the Municipality's approved SCM policy.

Applicable Legislative and Regulatory Framework

1. Section 217 of the Constitution of the Republic of South Africa, 1996, which requires procurement systems to be fair, equitable, transparent, competitive and cost-effective.
2. The Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003), including sections 111, 112, 113, 116 and 117, as applicable to municipal supply chain management, contract management and persons in the service of the state.
3. The Municipal Supply Chain Management Regulations, 2005, as amended, including the 2023 amendments relating to quotation and competitive bidding thresholds and procurement processes.
4. The Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2022, including the applicable 80/20 or 90/10 preference point system and any specific goals provided for in the Municipality's preferential procurement policy.
5. The Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003), where applicable to evidence submitted in support of preference claims or specific goals.
6. The Promotion of Administrative Justice Act, 2000 (Act 3 of 2000), in respect of lawful, reasonable and procedurally fair administrative action in bid evaluation and adjudication.
7. The Promotion of Access to Information Act, 2000 (Act 2 of 2000), subject to lawful limitations on disclosure and confidentiality.
8. The Municipality's approved Supply Chain Management Policy, delegations of authority, standard bidding documents and any bid conditions specifically stated in this document.

9. For the scope of work, all applicable environmental, occupational health and safety, waste management, road traffic and municipal by-law requirements, including the National Environmental Management Act, 1998, the National Environmental Management: Waste Act, 2008, the Occupational Health and Safety Act, 1993, and relevant municipal waste management by-laws, where applicable.

In the event of any conflict between this bid document and applicable legislation, the Constitution, the MFMA, the Municipal Supply Chain Management Regulations, the Municipality's approved SCM policy and other applicable law shall prevail to the extent of the inconsistency.

1. Stage 1: Administrative and responsiveness evaluation, including compliance with the bid submission requirements, eligibility requirements, mandatory returnable documents and any mandatory briefing or site inspection requirements stated in the bid data.
2. Stage 2: Functionality / quality evaluation, where applicable, using the criteria and minimum qualifying score stated in this bid document. Only responsive bids that achieve the minimum functionality threshold will advance to the next stage.
3. Stage 3: Price and specific goals evaluation in accordance with the applicable preference point system prescribed by the Preferential Procurement Regulations, 2022 and the Municipality's approved preferential procurement policy.

Specific goals applicable to this tender	Points allocated by the Municipality (80/20 or 90/10, as applicable)	Points claimed by tenderer
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / black ownership	5	
Points for 51% Women's Equity	5	
Points for black person with Disability	2.5	
Points for 51% owned Youth firm	5	
Points for Locality (Contractors domiciled in the North West Province)	2.5	
Total specific goals points	20	

The Municipality must complete the specific goals, point allocations and evidence requirements in this matrix before advertisement or issue of the bid, strictly in accordance with its approved preferential procurement policy and the Preferential Procurement Regulations, 2022. Tenderers may claim only those points for which the required supporting evidence is submitted. Claims remain subject to verification, and points may not be awarded for goals or evidence not expressly provided for in the bid data.

4. The contract will ordinarily be awarded to the responsive tenderer scoring the highest total points, unless objective criteria or other lawful grounds justify an alternative recommendation in accordance with applicable law.

4.2.1 STAGE EVALUATION

All stages of the bid process, including invitation, clarification, evaluation, adjudication, award, contract management, variations, deviations, cancellations and dispute handling, must be undertaken strictly in accordance with applicable legislation, the Municipality's approved SCM policy and the conditions of this bid.

Stage 1 - Responsiveness

At Stage 1, each bid will be assessed for administrative compliance and responsiveness. A responsive bid is one that is submitted on time, is duly completed and signed where required, complies with the material conditions of the bid, and includes the mandatory returnable documents and other essential information required for evaluation.

1. it is received at the correct place and before the closing date and time;
2. the Form of Offer and any other signature blocks required in the bid are duly completed and signed by a person with the necessary authority;
3. the bid contains the mandatory returnable documents, declarations and information required for responsiveness and eligibility assessment; and
4. the bid does not contain any material deviation from the scope, conditions or other mandatory requirements of the bid.

Items of key importance to be addressed in the test for responsiveness are:

1. Completed and signed Form of Offer and Acceptance, including proof of authority to sign where applicable.
2. Central Supplier Database registration summary report.
3. Company registration documents and certified identity documents of directors or members, where required by the bid data.
4. Municipal rates and taxes clearance / municipal account information, lease agreement or landlord confirmation, or other proof required by the bid data to assess municipal account compliance.
5. Compensation Fund letter of good standing or equivalent proof required for occupational injury compliance, where applicable.

6. Mandatory declarations and municipal bidding documents, including MBD 4 and any other declarations expressly required in this bid.
7. Methodology, implementation plan, waste management plan, key personnel information, and proof of resources or equipment required for functionality or mandatory eligibility, where stated in the bid data.
8. Any other mandatory returnable document or evidence expressly stated in this bid document or the bid data.

Bids will be considered non-responsive if inter-alia:

1. the bid is received after the closing date and time or at the wrong submission point;
2. the Form of Offer or any mandatory declaration that must be signed for validity is not duly completed and signed by an authorised person;
3. the bid fails to include a mandatory returnable document or essential information expressly required for responsiveness, and the omission cannot lawfully be clarified without changing the substance of the bid;
4. the bid contains a material deviation from the scope of work, pricing basis, conditions of bid, or any other mandatory requirement;
5. the bidder is prohibited by law from doing business with the public sector, is in the service of the state where this is prohibited, or is otherwise ineligible under applicable legislation or the Municipality's SCM policy;
6. the bidder submits false information, a false declaration, misrepresentation, fronting information or invalid evidence; or
7. the bidder fails to provide a lawful clarification or substantiating document within the time allowed in a written request, where such clarification is necessary to confirm information already submitted and does not amount to an amendment of the bid.

4.3.1. Clarification of a bid offer

The Municipality may request written clarification from a bidder on information already submitted where this is necessary to resolve ambiguity or confirm compliance. A clarification may not be used to cure a material omission or defect, to submit a missing mandatory offer or returnable that is required for validity, or to alter the substance, price, scope or ranking of the bid.

4.3.2 Evaluation of Bids

Responsive bids will be evaluated using a staged method consisting of functionality (where applicable), followed by price and specific goals.

After functionality has been evaluated, qualifying bids will be scored for price and specific goals using the applicable preference point system. The lowest acceptable tendered price will score the maximum points for price, and other acceptable tendered prices will receive proportionately fewer points in accordance with the prescribed formula. Points for specific goals will be allocated

only on the basis of the goals, weighting and evidence requirements stated in the bid data and the Municipality's approved preferential procurement policy.

A AREAS TO BE INCLUDED IN EVALUATION PROCESS RELEVANT EXPERTISE

The Schedule of Relevant Expertise must be completed, detailing the proposed service provider team/ individuals (including identification of any sub-consultants if applicable) as follows:

1. Names: with team/ project leader and main contact person clearly identified, and professional registration with prescribed institutions.
2. List of recent work undertaken in similar/related fields. It is essential that suitably qualified and experienced personnel be assigned to this project.

B RECENT AND PREVIOUS EXPERIENCE

The schedule of previous experience listing recent and previous work of a similar nature undertaken by the firm or individuals. Provide proof of relevant experience from three references.

4.4.1 The Evaluation Criteria for Functionality and Quality are as follows:

Only responsive tenderers who achieve a minimum score of **60 points out of 100** for functionality will proceed to the price and specific goals stage of evaluation.

EVALUATION CRITERIA

The Evaluation Criteria for Functionality and Quality are as follows:

Functionality criterion	Evaluation guide	Maximum points	Bidder score
1. Methodology and implementation plan	The bidder must submit a project implementation plan and methodology covering hotspot identification approach, mobilisation, cleaning sequence, waste handling and transport to lawful disposal facilities, turnaround times, reporting, supervision arrangements and service continuity. Score guide: no or materially inadequate plan = 0; basic plan addressing some requirements = 10; good plan addressing most requirements with realistic sequencing and controls = 20; comprehensive and practical plan addressing all requirements with clear monitoring and contingency measures = 25.	25	
2. Relevant company experience	The bidder must provide proof of completed similar work in municipal or comparable waste cleaning, illegal dumping removal, litter collection or related environmental services, supported by appointment letters, completion certificates or reference letters.	15	

	Score guide: no relevant proof = 0; one similar completed project = 5; two similar completed projects = 10; three or more similar completed projects = 15.		
3. Key personnel and supervision	The bidder must provide CVs and supporting documentation for the proposed project manager / supervisor, drivers and any other key staff required for delivery of the services. Score guide: no relevant personnel information = 0; minimum staffing with limited supporting proof = 5; project manager / supervisor and operational staff provided with adequate proof = 10; experienced project manager / supervisor and full operational team with clear roles and adequate proof = 15.	15	
4. Plant, vehicles, equipment and resources	The bidder must provide proof of ownership, lease or binding access to the required vehicles, plant and equipment, including at minimum a tipper truck and TLB, together with any PPE and operational resources necessary for delivery. Score guide: no adequate proof = 0; proof of one key resource only = 10; proof of tipper truck and TLB but limited supporting resources = 20; proof of all key resources, including required plant, vehicles and operational support = 30.	30	
5. Health, safety, environmental and waste compliance	The bidder must submit a waste management / compliance approach dealing with occupational health and safety, PPE, safe handling of waste, lawful transportation and disposal, environmental protection and incident management. Score guide: no compliance plan = 0; partial plan = 5; adequate plan covering key compliance risks = 10; detailed and practical compliance plan aligned to the scope = 15.	15	
Total		100	

NB: The Municipality may verify all information submitted in relation to this tender. Any misrepresentation, false declaration, fronting practice, invalid supporting evidence, or failure to provide clarifications or substantiating documents when lawfully requested may result in the tender being disqualified or other lawful steps being taken in accordance with applicable legislation, the Municipality’s SCM policy and the conditions of this tender.

5.1 AUTHORITY TO SIGN

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

MLM/LED/ILLEGAL/DUMP/HOTSPOTS/2026-2029 SERVICE PROVIDER FOR CLEANING OF ILLEGAL DUMP HOTSPOTS

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

1. Certificate for Company

I,, chairperson of the Board of Directors of
, hereby confirm that by resolution of the Board (copy
 attached) taken on 20....., Mr/Ms, acting in

the capacity of, was authorized to sign all documents in
 in connection with Bid No. **MLM/LED/ILLEGAL DUMPING/2026-2029** and any contract resulting from it, on
 behalf of the company.

Chairman:

As Witness: 1.

2.

Date :

(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
, hereby authorize Mr/Ms,
 acting in the capacity ofto sign all documents in connection with the Bid
 for

We, the undersigned, being the key members in the business trading as
, hereby authorize Mr/Ms,
 acting in the capacity ofto sign all documents in connection with the Bid
 for **MLM/LED/ILLEGAL DUMPING/2026-2029** and any contract resulting from it, on our behalf.

Name	Address	Signature	Date

Note : This certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,

.....hereby authorize
 Mr/Ms.acting in the capacity of

....., to sign all documents in connection with
 the Bid for **MLM/LED/ILLEGAL DUMPING/2026-2029** and any contract resulting from it, on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.

(IV) Certificate for Joint Venture (JV)

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Msauthorized signatory of the company..... acting in the capacity of lead partner,

to sign all documents in connection with the Bid offer for **MLM/LED/ILLEGAL DUMPING/2026-2029** and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Name of Company	Address	Duly Authorized Signature
Lead Partner		Signature
		Name
		Designation
Lead Partner		Signature
		Name
		Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of individual Companies.

(V) Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

Signature of Sole Owner :

Date:

As Witnesses:

.....

Date:

6.1 GENERAL CONDITION OF CONTRACT

TABLE OF CLAUSES – MUNICIPAL SERVICES CONTRACT

1. Definitions and interpretation
2. Application and order of precedence
3. General obligations and contract management
4. Scope of services and performance standards
5. Confidentiality, records and inspection rights
6. Compliance with law, permits, health and safety and environmental duties
7. Performance security (if applicable)
8. Monitoring, inspections and non-conforming services
9. Insurance and liability for loss or damage
10. Personnel, equipment and service delivery obligations
11. Payment, invoices and supporting documents
12. Prices and price adjustments
13. Variations and changes to the services
14. Assignment, cession and subcontracting
15. Delays, poor performance and remedies
16. Default and termination
17. Force majeure
18. Insolvency
19. Settlement of disputes
20. Limitation of liability
21. Governing language and applicable law
22. Notices
23. Taxes, municipal accounts and statutory compliance
24. Amendment of contract

1. Definitions and interpretation For purposes of this contract, unless the context indicates otherwise: “Employer” means Moretele Local Municipality; “Contractor” means the successful bidder appointed to render the services; “Services” means the cleaning of illegal dumping hotspots and related waste removal, transport, lawful disposal, litter picking and associated obligations described in the scope of work; “Contract” means the written contract formed by the Form of Offer and Acceptance, the bid data, scope of work, pricing schedule, returnable documents, these conditions and any written variation or addendum lawfully issued; “Instruction” means a written instruction issued by the Employer’s authorised representative; “Month” means a calendar month; and “Law” includes the Constitution, MFMA, Municipal SCM Regulations, the Employer’s SCM policy, municipal by-laws and all other legislation applicable to the services.

Words importing one gender include the other genders, the singular includes the plural, and headings do not affect interpretation.

2. Application and order of precedence These conditions apply to this municipal services contract. If there is any inconsistency between contract documents, the following order of precedence applies unless the bid data states otherwise: applicable law; written award and Form of Offer and Acceptance; bid data / special conditions; scope of work; pricing schedule; these general conditions; and other returnable or supporting documents.

3. General obligations and contract management The Contractor shall perform the services diligently, lawfully, safely and in accordance with the contract, the Employer’s lawful instructions and recognised good industry practice. Contract management, performance monitoring, variations, renewals, cancellations and any extension of this contract shall be subject to section 116 of the MFMA and all other applicable legal requirements.

4. Scope of services and performance standards The Contractor shall clean illegal dumping hotspots and surrounding areas identified by the Employer, load and transport waste, litter and related material, and dispose of such waste only at authorised or licensed facilities approved in law. The Contractor shall maintain adequate personnel, supervision, vehicles, plant, fuel, PPE and other resources necessary to meet the required response times, service levels and quality standards stated in the contract.

5. Confidentiality, records and inspection rights The Contractor shall keep confidential all non-public information obtained in connection with the contract and shall use such information only for contract performance. The Contractor shall maintain complete and accurate records relating to service delivery, staff, equipment, disposal slips, incidents, invoices and payments for the period required by law, and shall make them available for inspection, audit or copying by the Employer, internal audit, the Auditor-General or any other authorised oversight body.

6. Compliance with law, permits, health and safety and environmental duties The Contractor shall comply with all legislation, permits, licences, municipal by-laws and regulatory requirements applicable to the services, including occupational health and safety, road traffic, waste transport and environmental protection requirements. The Contractor bears responsibility for the lawful conduct of its employees, agents and subcontractors, for safe operations at all work sites, and for preventing illegal dumping, pollution, spillage or unauthorised disposal arising from its operations.

7. Performance security (if applicable) If the bid data or written award requires performance security, the Contractor shall provide it in the form, amount and within the period stated. The Employer may call on the security only in accordance with the contract and applicable law.

8. Monitoring, inspections and non-conforming services The Employer may inspect work sites, vehicles, equipment, personnel deployment, safety measures, disposal records and completed services at any reasonable time. Services that do not comply with the contract may be rejected, and the Contractor shall promptly re-perform, rectify or complete them at its own cost where the defect or omission is attributable to the Contractor.

9. Insurance and liability for loss or damage The Contractor shall maintain adequate insurance cover customary for the services, including public liability, motor vehicle insurance for operational vehicles, workers' compensation / COIDA compliance, and any other insurance required by law or the bid data. The Contractor remains liable for loss, damage, injury, pollution or third-party claims arising from its acts or omissions, subject to applicable law.

10. Personnel, equipment and service delivery obligations The Contractor shall provide and maintain the personnel, supervisors, drivers, plant, vehicles, tools, consumables, fuel and PPE necessary for proper performance of the services. The Contractor shall ensure that all equipment is roadworthy, fit for purpose and lawfully operated, and that only competent and properly supervised personnel are deployed.

11. Payment, invoices and supporting documents Payment shall be made only for services duly instructed, properly performed, verified and invoiced in accordance with the pricing schedule and the Employer's financial procedures. Each invoice shall be supported by the documents required by the contract, which may include service records, completion confirmations, waste disposal slips, attendance registers, incident reports and any other proof reasonably required by the Employer. Subject to verification and any lawful withholding, payment shall be made within the period prescribed by law.

12. Prices and price adjustments Contract prices shall be those stated in the pricing schedule and shall remain subject only to any lawful adjustment mechanism expressly provided for in the contract or bid data. No additional payment shall be due for costs that are reasonably deemed included in the priced services unless the Employer has issued a lawful written instruction for additional work.

13. Variations and changes to the services The Employer may instruct lawful variations to the extent permitted by applicable legislation and the contract. No variation, amendment, expansion or reduction of scope shall be effective unless it is recorded in writing and approved by the duly authorised municipal official(s). The Contractor shall not rely on oral instructions for purposes of claiming additional payment or time.

14. Assignment, cession and subcontracting The Contractor may not assign, cede, transfer or subcontract any material part of the contract without the Employer's prior written approval. Approved subcontracting shall not relieve the Contractor of any liability or obligation under the contract, and the Contractor remains fully responsible for the acts and omissions of subcontractors.

15. Delays, poor performance and remedies If the Contractor anticipates any delay, interruption or inability to perform, it shall notify the Employer promptly in writing, stating the cause, likely duration and proposed mitigation. Without prejudice to any other remedy, the Employer may issue a notice to remedy, require corrective action, withhold payment for unperformed or defective services, recover reasonable additional costs caused by the Contractor's breach, or apply any lawful penalty or service credit mechanism stated in the bid data or special conditions.

16. Default and termination The Employer may terminate the contract in whole or in part by written notice if the Contractor materially breaches the contract, fails to remedy a breach within a reasonable period stated in a written notice, abandons the services, repeatedly performs inadequately, submits false

information, engages in corruption or fraud, or becomes ineligible to contract with the public sector. Termination shall be without prejudice to any accrued rights, claims or remedies.

17. Force majeure A party shall not be liable for delay or failure to perform to the extent caused by a force majeure event beyond its reasonable control, provided that it promptly gives written notice and takes reasonable steps to mitigate the effects. Force majeure does not excuse obligations already due or failures caused by inadequate planning, labour shortages within the Contractor's control, equipment breakdown due to poor maintenance, or lack of resources.

18. Insolvency The Employer may terminate the contract by written notice if the Contractor is placed under liquidation, business rescue, sequestration or other similar insolvency process, subject to applicable law.

19. Settlement of disputes The parties shall first attempt in good faith to resolve any dispute by negotiation between authorised representatives. If unresolved, the dispute may be referred to mediation by agreement, failing which either party may pursue relief in a court of competent jurisdiction in South Africa. Unless otherwise directed lawfully, the Contractor shall continue performing the unaffected parts of the services pending resolution.

20. Limitation of liability Neither party excludes liability for fraud, wilful misconduct, criminal conduct, gross negligence, death, personal injury, environmental harm or any liability that cannot lawfully be excluded. Subject to the preceding sentence and applicable law, neither party shall be liable for indirect or consequential loss, except where such loss forms part of a recoverable claim expressly allowed by law or the contract.

21. Governing language and applicable law The contract and all communications shall be in English and shall be governed by the law of the Republic of South Africa.

22. Notices Any notice or instruction under the contract shall be in writing and delivered by hand, email or other method stated in the contract to the addresses or contact details notified by the parties. A notice takes effect when actually received or, if sent electronically during business hours, when transmitted without delivery failure.

23. Taxes, municipal accounts and statutory compliance The Contractor is responsible for all taxes, levies, licence fees, registrations and statutory charges applicable to its business and the services. The Contractor shall remain compliant with tax legislation, municipal account requirements and all public procurement eligibility requirements throughout the contract period.

24. Amendment of contract No amendment, renewal, extension, variation, cancellation, waiver or consensual termination of the contract shall be valid unless reduced to writing and signed by duly authorised representatives of the parties, and unless all municipal approvals required by law have been obtained.

6.2 SPECIAL CONDITIONS OF CONTRACT

The following special conditions apply specifically to this services contract and, in the event of conflict, prevail over the general conditions to the extent of the conflict.

1. The contract period is thirty-six (36) months from the commencement date stated in the written award, subject to lawful earlier termination, cancellation or variation.
2. The Municipality may appoint up to four (4) service providers under this tender. Work may be allocated by ward, zone, hotspot, call-off instruction, roster or any other lawful allocation method determined by the Municipality. No service provider is guaranteed a minimum quantity, minimum value or exclusive area of work unless expressly stated in the written award.

3. The Contractor may perform work only when instructed by the Municipality's authorised representative and shall comply with the service location, response time, reporting and completion requirements stated in the instruction or the bid data.
4. All waste removed under this contract shall be transported and disposed of only at lawfully authorised or licensed facilities. The Contractor shall retain and submit disposal slips or equivalent proof with each claim for payment where required.
5. The Contractor shall submit operational and performance reports at the intervals required by the Municipality, including records of hotspots serviced, labour and plant deployed, incidents, waste quantities where available, and proof of lawful disposal.
6. The Municipality may monitor performance continuously and may reallocate work, reduce or suspend instructions to a service provider that fails to meet service levels, subject to the contract and applicable law.
7. Any extension, renewal or material amendment of this contract is subject to section 116 of the MFMA and shall not be valid unless lawfully approved and recorded in writing.

7.1 DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from a person who is in the service of the state, except where permitted by applicable legislation.
2. Any bidder having a relationship or kinship with a person in the service of the state, including a blood relationship, may submit a bid, provided that the bidder fully discloses such relationship in this declaration. Where a bid is awarded to a person connected with or related to a person in the service of the state, the bidder or its authorised representative may be required to declare such interest formally in relation to the evaluating or adjudicating authority.

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

1. 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 and/or take an oath declaring his/her interest.

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

3.1 Full name:

.....

3.2 Identity number:

.....

3.3 Company / enterprise registration number:

.....

3.4 Tax reference number:

.....

3.5 VAT registration number:

.....

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

3.6.1 If yes, furnish particulars:

.....

.....

.....

3.7 Have you been in the service of the state for the past twelve (12) months? **YES / NO**

3.7.1 If yes, furnish particulars:

.....

.....

.....

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

3.8.1 If yes, furnish particulars:

.....
.....
.....

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

3.9.1 If yes, furnish particulars:

.....
.....
.....

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

3.10.1 If yes, furnish particulars:

.....
.....
.....

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

3.11.1 If yes, furnish particulars:

.....
.....
.....

CERTIFICATION

I, the undersigned (full name)

....., hereby certify that the information furnished in this Declaration of Interest is true and correct.

I acknowledge that the Municipality or other competent authority may take appropriate action against me should this declaration prove to be false, misleading or incomplete.

Signature:

Date:

Position:

Name of bidder:

7.2 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document form part of the bid.
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:
 1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 2. been convicted for fraud or corruption during the past five years;
 3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 4. 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

7.3 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The **Bidder**, identified in the Offer signature block below, has examined the bid documents and, by submitting this Offer, offers to provide the services and comply with all obligations, terms and conditions of the bid and any resulting contract.

This Offer must be read together with the pricing schedule, scope of work, bid data, returnable documents and all other documents forming part of the bid.

BID NO: MLM/LED/ILLEGAL DUMPING/2026-2029

APPOINTMENT OF UP TO FOUR (4) SERVICE PROVIDERS FOR THE CLEANING OF ILLEGAL DUMPING HOTSPOTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

THE OFFERED PRICE SHALL BE AS STATED IN THE PRICING SCHEDULE AND SHALL BE DEEMED TO INCLUDE VALUE ADDED TAX WHERE APPLICABLE.

Amount in words:

.....

..... Rand

Amount in figures: R.....

This Offer may be accepted by the Employer during the period of bid validity stated in the bid documents, whereupon the Bidder shall become bound to perform the contract in accordance with the written award, this Form of Offer and Acceptance, and the other contract documents.

MLM/LED/ILLEGAL/DUMP/HOTSPOTS/2026 - 2029- SERVICE PROVIDER FOR CLEANING OF ILLEGAL DUMP HOTSPOTS

FOR THE BIDDER / AUTHORISED SIGNATORY:

Signature

Name

Capacity

Name and Address of Bidder / Organisation

Name : -----

Address : -----

Signature and Name of Witness

Signature

Name

Date: -----

B. ACCEPTANCE

By signing this **Form of Offer and Acceptance**, the Employer identified below accepts the Bidder's Offer, subject to the terms of the bid documents, the evaluation outcome, any applicable conditions of award, and the contract documentation.

A binding agreement comes into effect when the Employer has signed the Acceptance and the written award or acceptance has been lawfully communicated to the successful bidder. Where this tender results in the appointment of more than one service provider, each appointment shall be implemented in accordance with the Municipality's written award and the applicable contract documentation.

FOR THE EMPLOYER / AUTHORISED MUNICIPAL REPRESENTATIVE:

Signature

Name

Capacity

Name and Address of Employer

Name: _____

Address: _____

Signature and Name of Witness

Signature

Name

Date: -----