



BA-PHALABORWA MUNICIPALITY

**PROVISION FOR OPERATION AND MAINTENANCE OF PHALABORWA  
WASTE LANDFILL SITE FOR A PERIOD OF THREE YEARS (36 MONTHS)**

TENDER NUMBER: BPM 01/25/26

Closing Date: 22/09/2025

Time: 10h00

Venue: Tender Box (Main Office)

Tender Documents are available from the municipal website and the E-tender portal.

<b>Ba-Phalaborwa Municipality</b> Budget and Treasury Office: Contact: Selepe NW Manager: Supply Chain Tel: (015) 780 6300	<b>Ba-Phalaborwa Municipality</b> Community Services: Contact: Sekhwela M Manager: Waste management Tel: (015) 780 6300
<b>Name of Tenderer:</b> .....	
<b>Type of service to be rendered:</b> .....	
<b>TOTAL AMOUNT TENDERED (VAT INCLUSIVE):</b> .....	

**1. Tender Notice and Invitation to bid****BA- PHALABORWA MUNICIPALITY**

Ba-Phalaborwa Municipality hereby invites suitable professional services providers to render service), for the below listed project in the Ba-Phalaborwa Municipality of the Mopani District in Limpopo Province.

Tender documents are obtainable from the municipal website and E-tender portal.  
Below are the significant details per project:-

TENDER NUMBER	CIDB GRADING	DESCRIPTION	COMPULSORY BRIEFING SESSION			FUNCTION ALITY	EVALUATI ON	CLOSING DATE AND TIME	Minimum Score for functionali	CONTACT PERSON
			DATE	VENUE	COST					
BPM 01/25/26	7CE	Provision for operation and maintenance of Phalaborwa Waste landfill Site for a period of three years (36 months)	29/08/2025 @09H00	Municipal Activity Hall	Free at municipal website and E-tender portal	Project Implementation Plan and Methodology (5) Proof of Equipment (30) Profile of Key Staff (20) Previous and Current Experience (40) Financial Standing (5)	80/20	22/09/2025 @10H00	70%	Sekhwela (015) 780 6300

A compulsory briefing session will be held on the dates and times specified above at Activity Hall, Ba-Phalaborwa Municipality Main Office, CNR Mandela and Sealene Street.

The bids are to be deposited in the tender box of Ba-Phalaborwa Municipality Offices situated at CNR Mandela Drive & Sealene Street in Phalaborwa, by the closing date and time as above mentioned, where after they are open in public. No late, telefaxed or Document found in any other place or proposal from service providers who have not attended the compulsory briefing session will not be considered.

Bidders should take note of the following bidding conditions:

1. Ba-Phalaborwa Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.
2. Ba-Phalaborwa Municipality does not bind itself to accept the lowest tender, reserves the right to accept the whole or part of the Tender and reserves the right not to appoint.
3. The Bid validity shall be 90 (Ninety) days from the date of closure.
4. Bidders must provide proof of the following to avoid disqualification: CSD report not older than 3 months, SAPS certified ID Copies of all directors, statement of municipal rates and taxes for both company and director (s) (not older than 3 months)/letter from traditional authority not older than 3 months/ lease agreement, key personnel/service team's experience (attach certified copies of qualifications and CV; CK/Company registration, Valid tax pin, proof of work experience (attach relevant appointment letter). **All the relevant returnable documents are attached to the tender document,**
5. The minimum score for functionality will be as stated above and bidders who score below will not be evaluated further on price and specific goals specified for the tender.

Ms. BUYS IY  
ACTING MUNICIPAL MANAGER  
Notice No. 7/25

## BACKGROUND

The purpose of the contract is to procure the services of an Operator with requisite experience in waste disposal by landfill. The Operator will be required to perform, amongst others, the following duties per landfill site:

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

- a) Access and traffic Control
- b) Spreading and compaction of deposited waste to the required densities at the required slopes
- c) Daily covering sufficient to isolate the waste from the environment
- d) Limited compositing, spreading of compost on landfill slopes
- e) Maintenance of a wet weather cells to accommodate one week's waste
- f) Dust and odour management
- g) Leachate Management;
- h) Routine and continuous maintenance of plant, equipment and facilities
- i) On-going capping of the site including shaping of side slopes to the required gradient
- j) All operations to be in line with conditions stipulated in the *Minimum requirements of waste Disposal by landfill*.
- k) Construction and maintenance of fire breaks
- l) Management and dealing with the recyclers and Scavengers

## 1. SCOPE OF WORK

This specification covers the requirements for the operation and maintenance of the Ba-Phalaborwa Waste landfill site. It gives a general description of the site and the facilities available and covers the day to day requirements for receiving, depositing, spreading, compacting and covering waste and the maintenance of the facilities on the site to ensure an effective operation in accordance with the conditions of the operating waste license issued therefore (See attached License)).

## 2. DETAILS OF THE SITE

### a) General description

In general, the work included in this Contract is the operation and maintenance of compacted waste cells and all infrastructures within Ba-Phalaborwa Landfill site for the contract period.

***The appointed service provider must comply with all conditions in the landfill permit (a copy attached)***

Access to the site will be given to the contractor to be appointed under this Contract for the operation and maintenance of the landfill site to be used for the disposal of solid and non-hazardous wastes (also referred to as General Waste).

This facility will mainly receive waste from the Ba-Phalaborwa Local Municipality area as well as private industries or businesses. During the contract period it may happen that the facility will also serve other local authorities. The waste will be transported onto site by the relevant local authorities as well as by the general public and private contractors.

### b) Description of site and access

The Ba-Phalaborwa landfill site is situated on the farm Schiettocht 25, Phalaborwa. The landfill site also situated in the North-western part of Phalaborwa town, just less than 1km from Phalaborwa town. This facility is a category B or class B found within Ba-Phalaborwa Municipality and Mopani District Municipality in the Limpopo province. Ba-Phalaborwa Municipality is one of the five local Municipality in the Mopani District Municipality.

The landfill site occupies an area of about 20 ha and comprises of the following infrastructure:

- 1.8 m high wired fence;
- access road;
- site entrance boards;
- no guard room;
- no weighbridge and no weighbridge control room;
- site manager office;
- ablutions;
- no municipal power supply;
- internal site roads;
- recycling shed (waste sorting) area;
- no leachate collection dam.

**c) Site facilities available**

The following facilities will be made available on the site for use by the contractor at no cost:

- **Permanent Buildings**

- Gate Control House: Wooden house
- Site Office: Provision for landfill site office in the form of wooden cubicle.
- Ablution facilities No proper male and female ablution with showers, toilets and hand basin .Ablution is provided in a form of pit toilet.

**d) Temporary buildings**

The contractor will be entitled, subject to the municipality's approval and to erect additional temporary or permanent buildings on the site such as plant shelters, should these be required by him. The contractor shall demolish and remove the buildings or structures at his/her own cost and return the site in the condition it was prior to such buildings or structures being erected

**e) Infrastructure enclosure**

The Contractor will be entitled to erect secondary fencing around the above-mentioned infrastructure. This fencing would be intended to provide additional security for overnight parking of the contractor's vehicles and plant used in the operation of the site. The Contractor may also elect to erect high mast lighting in this area in order to provide improved security.

The contractor may erect or install overhead fuel storage tanks, in a bunded wall area to be agreed with the Municipality, subject to it meeting the safety and fire requirements stipulated in the Ba-Phalaborwa Municipality by-laws. The servicing and maintenance of the

contractor's vehicles and plant shall be carried out within the contractors shed and uncontrolled oil spillage will not be permitted.

**f) *Access roads***

The main access, internal road, parking area in front of the office block, as well as the road to the waste disposal facility is surfaced with gravel.

NB: Contractor must keep the access Road areas clean at all times.

**g) *Wheel wash***

No wheel wash is provided.

**h) *Access control gates***

Manually operated security gates and is provided at the incoming road and outgoing road adjacent to the guardhouse and are used to control the movement of vehicles during normal operating hours. After hours the entrance is closed.

**j) *Security***

The landfill site and infrastructure is fenced with a 1.8m high wire fence. The contractor is required to keep the fences and all other internal fences in good order and to repair any damage caused to it. The Municipality will provide Security guards at the Landfill site.

**k) *Water supply***

Provision of water is done through a water tanker and one water storage tank stationed near landfill site main gate. Borehole is available, but need to be resuscitated to provide for underground monitoring only.

**l) **Electricity supply****

There is no electricity supply on the landfill site.

**m) *Housing of employees***

No facilities are available and the contractor will not be permitted to house any of his/her employees on the site.

**n) *Office Administration***

The Contractor shall provide equipments such as computer, printers, camera, filing cabinets and stationery necessary for day to day operation of the site.

## **6. Occupational Health and Safety Plan**

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

- a) Keep itself appraised of the amendments of the ACT such that it will be compliant at all times.
- b) The Operator as an employer in its own right and in its capacity as Operator for the execution of the Works, shall have certain obligations and arrangements as per the ACT to ensure compliance by the Operator with the provision of the ACT.
- c) The Operator shall ensure that workers deployed on the project have received accredited training in the health and safety relevant to the work to be performed on the project.

- d) Keep records of all relevant training given to Operator 's workers in each of the workers file.
- e) Item (c) and (d) above will also apply to the Waste Pickers where there are approved Waste Pickers on the project.

### 3. PLANT

All plant used on the site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown occurring, the contractor shall be capable of calling upon such **back-up plant within 12 hours as is necessary to ensure that the proper operation and maintenance of the site is not placed in jeopardy.**

The turnaround time for tyres repairs is 4 hours. The contractor shall keep at site at least two spare tyres at any given time.

As a minimum, the Contractor shall be required to provide the following plant for dedicated use on the site at wet rate:

- i) 30-ton landfill compactor.
- ii) TLB
- iii) 10 cubes Tipper truck
- iv) **Water Tanker 10 000 liters.**

### 4. REQUIREMENTS

D6 Dozer	1	As and when required
Excavator	1	As and when required
12G Grader	1	As and when required
2 inch water pumps with hoses	1	As and when required
Chipper	1	As and when Required

Required personnel	Total personnel required
Supervisor	1
Gate controller	1
Spotters	2

General worker as a cleaner	4
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Equipment	
30-ton Landfill Compactor	1
TLB	1
Water Tanker 10 000 liters	1
10 cubes Tipper truck	1

Tests required	Period
Compaction density test	Quarterly
Groundwater/borehole water test	2x a year

## 5. OPERATION AND MAINTENANCE

### a) Source of waste

The Ba-Phalaborwa landfill site is a municipal facility for the Ba-Phalaborwa Local Municipality, although some other industries, private waste removal companies and resident from the surrounding area will also make use of the site.

### b) Other sources

Should it be to the employer's benefit, the contractor may dispose of waste at the site that originates from sources other than those indicated in Clause (a) above. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the contractor's responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise

which may result in waste being disposed of at the site. In addition, should this position change, the contractor will be obliged to inform the employer thereof within 14 days of any such change.

Any obvious abuse of this entitlement will result in the immediate cancellation thereof.

c) **Waste quantities**

Quantities of waste disposed by the municipality, general public and private contractors is estimated at 3000 to 10000 per month for all waste categories.

The employer shall not be bound to these quantities.

Because of unpredictable growth taking place, however, the actual quantities may vary considerably from the estimated quantities. Furthermore, the Ba-Phalaborwa Local Municipality reserves the right to vary its waste disposal strategy, which will affect the waste quantities involved. The contractor will be responsible for measuring the monthly mass in accordance with Clause (e) below.

d) **Waste types**

The site is permitted as a general landfill site (Classification B) and, subject to the exceptions indicated below, the contractor will be required to handle all, non-hazardous incoming wastes including:

- domestic waste
- garden waste
- clean soil & builder's rubble
- non-hazardous dry industrial waste
- commercial waste
- bulky waste
- polymeric waste
- dead animals
- spoilt foodstuffs destined for safe disposal

No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site.

In the interests of environmental protection and complying with the site waste license requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The vehicle owner, and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from the waste disposal facility. The contractor shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.

A container for public disposal of small quantities of domestic hazardous waste must be provided. The operating contractor will be responsible for the management of this facility, as well as for the safe disposal thereof and related cost.

e) **Charges for disposal**

The schedule of rates for disposal of waste is approved by the Municipality and is announced annually to coincide with their financial year. The contractor will be



responsible to maintain the notice board with the applicable tariffs erected. **No cash** is handled on site and all users of the waste disposal facility.

f) *Private vehicles from commercial or business sources. (Account holders)*

These users will be required to open an account with the Ba-Phalaborwa Local Municipality's Financial Manager. The latter will furnish the Contractor with details of private users, which have a valid account as and when the accounts are opened. All businesses will be charged regardless of the waste tonnages disposed.

g) *Private residents*

Residents who deliver their waste in private vehicles or trailers, having a payload not exceeding 1 000 kg, will not be charged. Should the waste exceed this weight, the vehicle owner will need to open an account and be billed for the full load. The employer reserves the right to revise the conditions pertaining to this benefit at any stage of the contract.

## 7. OPERATING HOURS

The contractor will be responsible for operating the site every day, including Saturdays, Sundays and Public Holidays with the exception of Christmas day and New Year's day.

Unless otherwise negotiated, operating times for each day shall be as follows:

- Mon to Fri : Open to public from 07:00 to 17:00  
Site operation from 07:00 to 17:00
- Sat and Sun & Public Holidays : Open to public from 07:00 to 14:00  
Site operation from 07:00 to 14:00
- In no case should the operation continue later than 17:00 unless otherwise requested by the employer.

Should it, however, be established that the above is unsuitable, then with the approval of the employer, the working hours may be altered accordingly and recorded in writing and on the notice board by the contractor.

## 8. USE OF SITE AFTER HOURS

As a result of shift work, which includes after hours' waste collection, waste may be disposed of by such local authorities until 22:00 but only by special arrangement. **The operating contractor will not be expected to compact and cover the limited number of loads that will be disposed of after hours.** All other waste is however to be compacted and covered by the end of each working day.

For any waste loads other than those referred to above, prior arrangements and the employer approval will be required for the site to be opened outside of the stated operating hours.

## 9. CONTRACTORS SITE ESTABLISHMENT

The contractor will have stated in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilized on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the municipality. The

contractor shall ensure that the employer is, at all times, in possession of an up to date register of all staff, workmen, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded in a serious light.

#### 10. RESPONSIBLE PERSONNEL AT THE GATE

The responsibilities of these personnel shall *inter alia* include:

- access control according to specified guidelines
- identification and diversion of potential hazardous waste loads

As a minimum requirement, the contractor must deliver proof that the two persons have attended a special course dealing specifically with the identification of potential hazardous waste and have been trained to manage hazardous waste and correct account information supplied by the customer.

#### 11. SITE SUPERVISOR

The contractor shall provide a **full-time site supervisor** to manage the site with at least 1-year experience on a category B class site. The experience and qualifications of the supervisor shall comply with the “Minimum Requirements for Waste Disposal by Landfill, 1998”, as issued by the Department of Forestry, Fisheries and Environment.

The site supervisor must be contactable 24 hours a day in the event of any emergencies or serious problems that may arise on site

#### 12. PREFERENCE TO USERS

The contractor must at all time show equal respect and considerations to all site users and under no circumstances may he/she treat any user preferentially. This Clause has particular reference to the use of the site by vehicles belonging to a company or enterprise in which the contractor may have a direct or indirect interest.

#### 13. LANDFILL MANAGEMENT FORUM

During the execution of the contract, the contractor, the employer, and other operators shall meet at approximately monthly intervals, arrangements for the O&M Landfill Management Committee (LMC) meeting being made by the /employer.

The contractor shall ensure that a member of his/her staff, who is sufficiently senior to be able to make operating decisions and commitments, as well as being familiar with the operation of the disposal site, is always in attendance at these meetings.

The meetings will be held to discuss all and any matters relating to the operation of the site, and to up-date and review the overall plan of operation. Decisions made, recorded and agreed upon at these meetings will be binding on the parties

Periodic (initially monthly) site inspections or audits will be undertaken by the employer. During this exercise a specially designed pro-forma audit checklist will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the municipality and the contractor. These inspections may or may not be conducted in conjunction with the contractor at the monthly meetings. The frequency of meetings and audits will be increased if operational standards are not acceptable. At the discretion of the employer, such periodic site inspections can later be undertaken quarterly

#### 14. SALVAGE RIGHTS

Sorting or recovery of other recyclable waste will only be done by an already appointed recycling company under a controlled condition at the recycling yard area. The contractor will be responsible for recyclers.

## **15. OPERATION OF THE SITE**

The contractor shall operate the landfill in accordance with the landfill permit and other agreements over and above the license condition agreed to between the contractor and the municipality

The operation of the site by the contractor will involve the following major functions:

- access to the site and access control
- Waste generation reports
- maintenance of access roads and controlling of traffic within the site
- waste deposition and compaction
- provision and placement of cover material
- control of nuisances
- provision and maintenance of fire breaks
- construction and maintenance of site drainage
- leachate control, pumping of all sumps (leachate and sub-soil) and leachate dams
- record keeping
- general maintenance of grass and groundwater monitoring boreholes
- repair and or replace any damaged infrastructure

The principles regarding the above are discussed below, with a view to providing the prospective contractor with a clear concept of what is expected of him/her.

### **a. Access to the site and access control**

The Contractor shall be responsible for keeping the entrance to the site via the main access road in a clean and neat state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the site entrance (particularly during wet weather) and the picking up of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily. The section of road to be cleaned stretches from the entrance of the site to 700m.

Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads permitted in accordance with the permit conditions and the “Minimum Requirements for Waste Disposal by Landfill, 1998”, will be allowed on site.

Records of all vehicles entering the sit shall be maintained at all times.

### **b. Maintenance of access roads and controlling of traffic within the site**

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period. The roads must be:

- usable in both wet and dry conditions.
- comfortably able to accommodate two large passing vehicles.
- sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.

- flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

The road along the perimeter of the fence must be maintained, at all times, for maintenance and security patrol purposes.

Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.

c. **Waste deposition and compaction**

Waste deposition will be conducted in adherence with the proven sanitary landfill principles (as per “Minimum Requirements for Waste Disposal by Landfill, 1998”) of spreading, compacting and daily covering of waste. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction.

Waste shall be deposited at the toe of the disposal area and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of a landfill compactor per layer of waste to a density of at least 750kg/m<sup>3</sup>.

In order to maximize compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.

Cover material shall be deposited above the disposal area at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.

At the end of an operating day all waste must be contained within the disposal area. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, shall be placed at a thickness of 300 mm. Builder’s rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer/engineer.

The finished cover surface shall have a minimum slope of **3% and a maximum slope of 5%** and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.

In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each disposal area.

- Maneuvering space at working face

Space must be available at the working face to enable vehicles to maneuver and reverse without causing excessive congestion. A disposal area width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning

of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

- Animal carcasses

Animal carcasses are to be disposed of at the toe of the working face. The carcass must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material. The contractor shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Environmental Health unit within Ba-Phalaborwa Municipality.

- Spoilt foodstuff / Liquor / Beverages

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff/liquor must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0,75m of waste and cover material. Extreme care should be taken that none of these foods/liquor/beverages are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.

Allowance for safe disposal, by appointment, shall be seven days a week.

- Bulky waste

The contractor shall reduce the volume of items of bulky waste, as far as is practical, by the use of his/her plant.

- Wet weather

Vehicles may become stuck in the mud when the site is wet. In view of this, the contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.

A wet weather cell on the main disposal site shall be kept available which has a surface of coarse well drained material, such as builder's rubble or coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one week's waste during adverse weather conditions must be maintained.

- Vehicles stuck on site

The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or towbars, and he/she shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out.

The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty should vehicles be pushed out

d. **Provision and placement of cover**

Suitable sources of cover material include:

- Material excavated from existing and future disposal cells, which has been stockpiled. A free haul of 500 m will apply under normal circumstances for the cover material to be transported from the excavation area to the disposal area.
- Building rubble, ash, soil and other inert material suitable for covering the waste may be delivered to the site. This material is also to be utilized for constructing, maintaining and repairing of the site roads and berms within the site;

Sufficient material for cell building and refuse covering on a daily basis should be ensured by the contractor. Furthermore, a strategically placed stockpile of cover material, sufficient for three working days' operation, should always be maintained.

e. **Control of nuisances**

The contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisances such as:

- Oduor - by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere. Also by spraying Oduor control chemicals as and when required.
- Dust – dust suppression by means of watering.
- Flies and rodents - by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.
- Noise - by ensuring that all plant silencers, etc. are in good working order and by limiting the operations to the prescribed hours.
- Windblown litter - by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area. Adequate litter pickers should be deployed for litter picking on a daily basis.
- **No scavenging shall be allowed on the working face.**

f. **Construction and maintenance of site drainage and leachate control**

The contractor shall prevent undue contact between waste and storm-water, so as to minimize the volume of contaminated run-off and leachate formed. Two drainage systems are accordingly, required to be operated and maintained during the course of the contract; one for clean storm-water and uncontaminated run-off from the rehabilitated areas, and the

other for contaminated storm-water and leachate extracted from the waste body which must be pumped/drained into a containment pond.

*Uncontaminated storm-water:*

A system of berms and cut-off drains is constructed around the perimeter of the site to prevent clean water from entering the working area. The object of the drainage system is to divert clean storm-water run-off around one or both sides of the waste body. Once portions of the landfill have been rehabilitated, such runoff will be classified as unpolluted.

The continued extension and maintenance of this system by the contractor to keep it free-draining, is required throughout the contract and the contractor is required to state in his/her action plan, the methods he/she proposes to use in this regard.

*Contaminated water:*

Run-off from the Site which has been in contact with the waste body collected in a drainage channel immediately adjacent to the landfill, which discharges into the evaporation control dam constructed for the purpose.

The quality of this water is to be monitored by the contractor and the water shall only be discharged, if acceptable, on instruction of the Responsible Person, or used for dust suppression on the lined portion of the site by the operator.

All water that has been in contact with waste will be considered to be contaminated, as well as any water with which it comes into contact. The contractor will be required to contain such water in the evaporation pond (from where it will be allowed to evaporate or be used for dust suppression on site) and prevent it from polluting uncontaminated water from areas outside the waste disposal area.

Should water be accumulating in this area, it is to be pumped from the excavations as soon as possible to prevent water from infiltrating the lower parts of the adjacent, previously disposed of, waste body.

*Leachate:*

The contractor will need to monitor the localised leachate collection. The pumping equipment must be maintained and regularly serviced by the contractor. Provision and operation of adequate back-up portable pump systems when pumps are serviced will be for the Contractors cost. All other pumping equipment required is to be supplied by the contractor as part of the equipment for operating and maintaining the site.

Throughout the operation of the landfill, the primary objective should be to reduce the formation of leachate, with the secondary objective being to manage leachate formed, in an environmentally sound manner.

The evaporation/ leachate collection dam should at all times have a freeboard of 500mm. A fire break perimeter of at least 4m should be maintained to protect the layers/liners installed. Leachate and pumping log book, indicating frequency and volumes pumped.

## **16. RECORD KEEPING**

The Operator shall submit plans for recordkeeping and reporting system. The plan shall amongst others require the Operator to keep and maintain manual and electronic records of the following

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

## **17. REPORTING**

**The Operator shall be responsible for ensuring that:**

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

## **18. HEALTH AND SAFETY PROCEDURES**

The Operator shall:

- a) Ensure that workers deployed at the landfill sites continuously receive refresher safety training courses. Records of such courses must be kept.
- b) Keep the record of all the relevant training given to the worker's file. Waste Management Services Department or delegated official reserves the right to inspect training records for workers deployed to Waste Management Services Department.



## 19. MONTHLY MEETINGS

All monthly meetings are to be chaired by the Divisional Head: Landfill or delegated officials. The monthly meetings will amongst others cover the following items:

- a) Operator s Performance.
- b) Compliance with OHS Act.
- c) Payments.
- d) Penalties.
- e) Incidents.
- f) Breakdowns.
- g) Plant Availability.
- h) Complaints and compliments

## 20. GENERAL MAINTENANCE AT GROUNDWATER MONITORING BOREHOLES

The existing monitoring boreholes installed on site shall be adequately marked (painted yellow) at least once per annum. All grass, within a 3m radius, around the boreholes will be cut on a regular basis. Bi-annually testing of water to be performed by the service provider.

## 21. MAINTENANCE OF THE SITE

The contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear.

Should it at any stage be evident that a large repair has resulted because the contractor did not take action at an earlier stage, and that the contractor has no good reason for not having taken earlier action, the cost of that repair will be for the contractor's account. In maintaining the site, the contractor will be expected to perform maintenance work on his/her own initiative and without first being instructed to do so by the employer.

Included in the maintenance of the site are:

### a) Scattered waste

The keeping of the **site and its surrounds** neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation. This must be performed daily. Areas of particular importance are:

- the access road to the landfill and road reserve portions described in Section 5.14(a)
- the entrance and surrounding area
- the public disposal facility
- all site roads
- the area surrounding the working face
- the perimeter fence

b. **Buildings**

The contractor shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- painting of all buildings and structures (once per annum) using quality approved paint products;
- upkeep and maintenance of gardens and landscaped areas including regular watering (twice per week) of all trees on site;
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas;
- maintenance of all wooden doors

On termination of the contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Employer.

c) **Berms and storm-water drainage channels**

The contractor shall be responsible for keeping all berms and storm-water channels in good condition and blockage free, so that they will adequately perform their intended function. Silt accumulating in the storm-water drains shall be removed on a regular basis.

Where required, temporary berms and storm-water drainage channels shall be provided by the contractor to ensure the safe and sound operation of the waste disposal site. Such berms and channels are only to be constructed after consultation with the engineer/employer, in order to ensure that it will not interfere with the long-term development plan for the site.

d) **Fences, gates and access control boom**

The contractor shall keep the fences and gates of both the perimeter and infrastructure area in good order and shall repair any damage caused to them. All bushes and trees that grow on the line of the security fence are to be removed and the roots killed.

e) **Completed areas**

The contractor shall be responsible for the watering of all trees and shrubs planted until such time as they are, in the opinion of the municipality, well enough established not to require further watering. Any erosion furrows and subsidence's which form on intermediate or finally covered disposal areas shall be filled in and re-grassed where applicable.

f) **Servitudes**

The keeping of all servitudes neat and clean by the removal of all khaki-bos, weeds, blue-gum trees along the fence, windblown litter etc.

g) **Fire breaks**

The contractor will be required to maintain adequate fire breaks, to the satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site.

h) **Fire Extinguishers**

The contractor shall provide and service all fire extinguishers as per requirement of the chief fire fighter of the Mopane District Municipality.

**“SITE RULES FOR THE PHALABORWA LANDFILL SITE”**

**WASTE LICENSE: GMB- FOR DISPOSAL OF GENERAL AND NON-HAZARDOUS WASTES**

This landfill site is operated under contract to the Ba-Phalaborwa Local Municipality and right of admission is reserved. Violation of site protocol may lead to temporary or permanent expulsion from the waste disposal facility, together with possible prosecution, depending on the nature and / or frequency of the default.

- Only general, dry, non-hazardous wastes may be disposed of on this facility.
- The contractor is legally bound to operate the site strictly according to the operational contract and instructions from the operating contractor's personnel must be adhered to.
- The landfill site and all its facilities are used at the user's own risk.
- All drums and containers will be inspected prior to disposal at the workplace. No sealed containers will be accepted on site.
- Empty containers displaying hazard or warning decals/sticker will not be permitted on this facility.
- Waste is only to be disposed of within the demarcated area or in the designated containers indicated by the operating contractor's personnel. Site users are responsible for off-loading their vehicles and must provide adequate labour and equipment.
- Persons with LDV's or cars making use of the public disposal facility will be required to off-load waste in demarcated containers indicated by the site operator.
- No reclamation / scavenging will be allowed at the landfill workplace, or at the public disposal containers.

- Scavenging by vehicle drivers and / or their assistants will lead to blacklisting of their vehicles.
- No open fires or the burning of waste is allowed on the site.
- Speed limits must not be exceeded and traffic rules must be adhered to.
- Road signs must be obeyed.
- Open or partially open trucks or containers must be covered with properly installed nets.
- Children are not allowed to enter the site, unless accompanied by an adult. Neither are they allowed to leave in vehicles in areas other than the public disposal area, and also only whilst under adult supervision.
- No vehicles may exceed the legal payloads or have waste stacked in areas not designed to carry waste. Vehicle's load mass must be verified whilst still on site.
- Visitors must adhere to all security arrangements on site and users of the facility are not allowed to bring firearms into the security area.
- An administration penalty will be levied if incorrect or misleading information is provided by vehicle drivers.
- No cash transactions will be handled on site."

## PENALTIES

The following penalties will be levied from the contractor:

Item	Description	Penalty
1	Failure to start operating at 07h00, and/or work stoppage	R1000,00 for a shift/shift or part thereof.
2	Failure to cover the operating cell over 24 hours due to equipment failure.	R2000,00 per day/shift
3	Workers working without safety clothing throughout the shift.	R200,00 for each worker
4	Failure to reach average compaction density of 1.5 tons/m <sup>3</sup> as per the contract document	R10 000,00 for each discrepancy of 1 Ton/m <sup>3</sup> . Penalty to be calculated pro rata.
5	Failure to keep complete records.	R500,00 per document

6	Non-compliance to plant, equipment and operational conditions	R10 000,00 per condition per month after 24 Hours in a given month
---	---	--

## 22. EVALUATION CRITERIA

### FIRST STAGE: COMPLIANCE/ RETURNABLE DOCUMENTS

- All bidders must attend the compulsory briefing session
- Plant not older than 10 years(owned or leased) Provide proof i.e. (registration papers)
- CV and certified copies of qualifications of the director and team members
- Certified ID copies of the directors/members/proprietors not older than three months
- Bidders must attach signed declaration forms attached to the bid document
- Proof of registration with Institute of Waste Management South Africa for the company
- A minimum of 50% ownership should be held by director registered with Institute of Waste Management of South Africa or SACNASP.
- Provide Copy of the latest CSD summary report (CSD should reflect all company director information including amendments by closing date of the bid)
- All pages of the bid document initialed and signed where required
- Signed J/V agreement submitted (Where applicable)
- Terms of reference fully completed and each page to be initialed
- Statement of municipal accounts as proof of residential address, if leasing provide the lease agreement and a copy of the owner's statement of municipal account or proof of residential address by a traditional authority in case of a non-ratable area for the business and all company directors not older than 3 months and not in arrears for more than 90 days
- The bidder to provide the liability insurance of R 5 000 000.00
- SARS Tax Pin
- In case of qualifications obtained abroad, SAQA verification should be attached
- All copies must be certified by SAPS and not older than 3 months
- Power of attorney where applicable
- CIBD grade 7, in case of a JV a consolidated CIBD grading should be submitted
- Provide recent audited financial statements for a period of Three years or from date of establishment of the company if less than Three years (if applicable)

Failure to submit the above within the stated days will render your bid non-responsive.

NB. Duplication of qualifications/personnel with other bidders will result in tender disqualification

NB. CV's of all proposed team members must be accompanied by signed consent letter from incumbent and certified by the commissioner of oath

## STAGE 2: EVALAUTION CRITERIA: FUNCTIONALITY

Bidder evaluation criteria for functionality	Weight	Scores	Points allocations
<b>Project Implementation Plan and Methodology (attached plan), the following plans must form part of the submission, Operational Plan, Occupational Health and Safety Plan, Emergency Preparedness Plan and Waste Pickers Management Plan</b>	5	<p>The project detailed plan that meets the project objectives or requirements, that is clear.</p> <p><b>The under-mentioned are reference to above.</b></p> <ul style="list-style-type: none"> <li>Excellent: Significantly above requirements</li> <li>Good : Above requirements</li> <li>Inadequate: Below requirements</li> <li>Poor : Significantly below requirements</li> </ul>	<p>5</p> <p>3</p> <p>1</p> <p>0</p>
<b>Proof of Equipment availability to be attached :1 X Landfill compactor</b>  <b>1X Tipper truck</b>  <b>1 X TLB and</b>  <b>1 x water tanker</b>  <b>Attach proof of E-natis or Registration certificates as proof of ownership.</b>   NB: 50% of points will be allocated for plant hired or leased	30	<ul style="list-style-type: none"> <li>1 x 30ton landfill compactor</li> <li>1 x tipper truck</li> <li>1 x TLB</li> <li>1 x water tanker</li> </ul>	<p>10</p> <p>5</p> <p>10</p> <p>5</p>
<b>Profile of key staff applicable to the execution of the project</b>  <ul style="list-style-type: none"> <li>Site supervisor with Environmental science/ health or Equivalent.) Attach CV and certified copies of qualifications /certificates)</li> </ul>	20	<ul style="list-style-type: none"> <li>Degree and above</li> <li>Diploma.</li> </ul>	<p>20</p> <p>10</p>

<b>Previous and current experience</b> <b>Attach Appointment letters signed by the Accounting Officer indicating the value of the project.</b>	40	<ul style="list-style-type: none"> <li>• 6 and above projects of the Total value of R40 million and above</li> <li>• 4- 5 projects of the Total value of R30 million and above</li> <li>• 2- 3 projects total value of R20 million and above</li> </ul>	40   30   20
<b>Financial standing / Ability to execute the project</b>  <input type="checkbox"/> Bidder's stamped bank(financial) rating	5	<b>Rating</b> <ul style="list-style-type: none"> <li>• A-B</li> <li>• C</li> <li>• D</li> </ul>	5  3  2
	<b>100</b>		<b>TOTAL</b>

The minimum score for functionality is 70%

This tender will be evaluated on an 80/20 preference point system, where 80 is for price and 20 for specific goals specified for the tender

### 23. STAGE 3: EVALUATION CRITERIA: SPECIFIC GOALS

Specific Goals specified for the tender

Specific Goal	Number of points allocated	Verification documents
Black	2.5	CSD Report/ ID copies
Women	2.5	ID copies/CSD report
Youth	10	IC Copies/CSD report
Disability	5	Medical Certificate
	<b>20</b>	



# **COMPULSORY MUNICIPAL BID DOCUMENTS**

## INVITATION TO BID

<p><b>(a) YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BA-PHALABORWA LOCAL MUNICIPALITY</b></p>
--

BID NUMBER: .....

CLOSING DATE: .....

CLOSING TIME: .....

DESCRIPTION.....

---

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

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

Cnr Nelson Mandela & Sealane Street  
Phalaborwa  
1390

**Bidders should ensure that bids are delivered timeously to the correct address inside the relevant bid box. If the bid is late or not inside the correct bid box, it will not be accepted for consideration.**

**(b)** The bid box is generally open 24 hours a day, 7 days a week.

**(c)** ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

<p>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT</p>
---

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

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER CODE .....

.NUMBER.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)  
YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE  
GOODS/SERVICES/WORKS OFFERED?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

.....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

**TAX CLEARANCE CERTIFICATE**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
  - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
  - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized 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, shareholder):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

- 3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**
- 3.9.1 If yes, furnish particulars.....  
 .....
- 3.10 Do you have any relationship (family, friend, other) with persons In the service of the state and who may be involved with The evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.  
 .....  
 .....
- 3.11 Are you, aware of any relationship (family, friend, other) between  
 Any other bidder and any persons in the service of the state who  
 May be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars  
 .....  
 .....
- 3.12 Are any of the company's directors, trustees, managers,  
 Principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.  
 .....  
 .....
- 3.13 Are any spouse, child or parent of the company's directors?  
 Trustees, managers, principle shareholders or stakeholders  
 In service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.  
 .....  
 .....
- 3.14 Do you or any of the directors, trustees, managers,  
 Principle shareholders, or stakeholders of  
 this company Have any interest in any  
 other related companies or  
 Business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars:  
 .....  
 .....

(a) 4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

## MBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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



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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black owned				
Woman				
Youth				
Directors with disability				

#### **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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

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

**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

### 1.2 To be completed by the organ of state

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

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 PREFERENCE POINT SYSTEMS

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$P_{\min}$

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest 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.**

The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
<ul style="list-style-type: none"><li>• 100% company owned/director/s/shareholders by people who are Black</li><li>• Woman</li><li>• Youth</li><li>• Directors with disability</li></ul>		

## 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 C o m p a n y
- ☐ State Owned Company [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized 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 favorable 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:** .....

.....

.....

## MBD 7.1

### 1. CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

### 2. PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1. ....

2. ....

DATE: .....

**MBD 7.1**

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

**3. PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

**4. CONTRACT FORM - RENDERING OF SERVICES**

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

**5. PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. 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 services 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.
10. 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.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

# CONTRACT FORM - RENDERING OF SERVICES

## 6. PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I.....in my capacity  
as.....  
accept your bid under reference number .....dated.....for the  
rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and  
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT).....

SIGNATURE .....

OFFICIAL STAMP

## WITNESSES

1 .....

2 .....

DATE: .....

## 7. CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS<sup>1</sup>

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

### 8. PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (vii) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
16. 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.
17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

<sup>1</sup> "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

**CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS**

**9. PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)**

7. I..... in my capacity  
as.....accept your bid under reference number  
.....dated.....for the leasing of property/ purchase of goods/services  
indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the leased property/ goods/services available in accordance with the  
terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

DATE .....

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



4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (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.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



## BA-PHALABORWA MUNICIPALITY

### Fraud and Corruption Declaration Form

I (Name) \_\_\_\_\_ duly authorized to act on behalf of (Company name) \_\_\_\_\_ hereby declare to Ba-Phalaborwa Municipality that the company:

- a. it has declared to Ba-Phalaborwa Municipality any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- b. None of the directors of the company is employed by the state;
- c. The company is not blacklisted by the national treasury;
- d. Has not negotiated or tried to negotiate with any municipal official to try to gain information or preference to win the bid, if found the bidder's details will be submitted to national treasury for blacklisting of the company;
- e. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
- f. all the information submitted in the bid is truthful and there is no misrepresentation;
- g. it adheres to the Prevention and Combating of Corrupt Activities Act 12 of 2004;
- h. it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by Ba-Phalaborwa Municipality;
- i. it has zero tolerance to Fraud and Corruption and has appropriate procedures in place to prevent and respond to Fraud and Corruption in line with the legislation.

The Company understands that a false statement or failure to disclose any relevant information.

which may impact upon Ba-Phalaborwa Municipality's decision to award a contract may result in the disqualification of the company from the bidding exercise and/or the withdrawal of any offer of a contract with Ba-Phalaborwa Municipality. Furthermore, in case a contract has already been awarded, Ba-Phalaborwa Municipality shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which the municipality may have by contract or by law.

#### Company Name:

.....

#### Name and Title of duly authorized representative.

Name: .....

Date: ..... Title: .....

Signature: .....

#### Witness

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Name: ..... Signature ..... Date: .....