



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/6-2025 (MN53-2025)

**APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION OF VARIOUS SOLID WASTE
PROJECTS IN VELDDRIF, PIKETBERG AND PORTERVILLE AREAS FROM DATE OF
APPOINTMENT UNTIL 30 JUNE 2027**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT)			
B-BBEE LEVEL			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 100 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM

MARCH 2025

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Berggrivier Municipality,
PO Box 60 Piketberg 7320
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Ms. Jamie-Lee Van Zyl
Waste Management Officer**

Tel (W): 022 913 6000

Email: vanzyljl@bergmun.org.za



BERGRIVIER MUNICIPALITY

TENDER 8/3/6-2025 / MN53-2025: APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION OF VARIOUS SOLID WASTE PROJECTS IN VELDDRIF, PIKETBERG AND PORTERVILLE AREAS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027

TENDERS are hereby invited from service providers for the operation of various solid waste projects in Velldrif, Piketberg and Porterville areas from date of appointment until 30 June 2027, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/6-2025 / MN53-2025: Appointment of a service provider for the operation of various solid waste projects in Velldrif, Piketberg and Porterville areas from date of appointment until 30 June 2027**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Friday, 02 May 2025**, when the bids will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder's responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Tender documents and specifications that contain the minimum requirements are available on Bergrivier Municipality's website (www.bergmun.org.za) free of charge, or a hard copy on request at a **non-refundable fee of R70.00** from Mr. Coellin Julius at tel. no. (022) 913 6000 or email: juliusc@bergmun.org.za during office hours. All technical enquiries can be addressed to Ms. Jamie-Lee Van Zyl at tel. no. (022) 913 6000 or e-mail: vanzyljl@bergmun.org.za.

Tenders must be valid and binding for one hundred and twenty (120) days after closing date.

a Compulsory site meeting is scheduled for Wednesday, 09 April 2025 at 10H00 at the Piketberg Library Hall at the Bergrivier Municipal Offices in 13 Kerk Street, Piketberg, 7320. Doors will close promptly at 10H00

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points of **80 points for price, 10 points for specific participation goals and 10 points for BBBEE. The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN53-2025

28 March 2025



BERGRIVIER MUNICIPALITY

TENDER 8/3/6-2025 / MK53-2025: AANSTELLING VAN 'N DIENSVERSKAFFER VIR DIE BEDRYF VAN VERSKEIE VASTE AFVALPROJEKTE IN VELDDRIF-, PIKETBERG- EN PORTERVILLE-GEBIEDE VANAF DIE AANSTELLINGSDATUM TOT EN MET 30 JUNIE 2027

TENDERS word hiermee aangevra vanaf diensverskaffers vir die bedryf van verskeie vaste afvalprojekte in Velddrif-, Piketberg- en Porterville-gebiede vanaf die aanstellingsdatum tot en met 30 Junie 2027, soos uiteengesit in die spesifikasies.

Tenders, in verseelde koeverte en duidelik buite-op gemerk "**Tender 8/3/6-2025 / MK53-2025: Aanstelling van 'n diensverskaffer vir die bedryf van verskeie vaste afvalprojekte in Velddrif-, Piketberg- en Porterville-gebiede vanaf die aanstellingsdatum tot en met 30 Junie 2027**", moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as **12:00** op **Vrydag, 02 May 2025**, waarna tenders in die openbaar oopgemaak sal word. 'n **Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word.** Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.

Tender dokumente en spesifikasies is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) teen geen tenderfooi, of 'n harde kopie verkrygbaar teen 'n **niet-terugbetaalbare tenderfooi van R500.00** by Mr. Coellin Julius by tel. no. (022) 913 6000 of e-pos: **juliusc@bergmun.org.za**, gedurende kantoorure. Alle tegniese navrae moet gerig word aan Me. Jamie-Lee Van Zyl by tel. no. (022) 913 6000 of e-pos: **vanzylj@bergmun.co.za**.

Tenders moet geldig en bindend wees vir een honderd en twintig (**120**) dae na sluitingsdatum.

n Verpligte terreinvergadering is geskeduleer vir Woensdag, 09 April 2025, by die Piketberg Biblioteek Saalby die Bergrivier Munisipale kantore in 13 Kerk Straat te Piketberg om 10h00. Deure sal sluit 10h00 and toegang gaan geweier word na die spesifieke tyd.

Tenders sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20-punte stelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige **voorkeerpunte van 80 punte vir prys, 10 punte vir spesifieke deelname doelwitte en 10 punte vir BBBEE. Pryse moet BTW insluit.**

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale Tesourie se Sentrale Databasis (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffersdatabasis (SDB) nommer (MAAA...), moet saam met die tenderdokument ingedien word. Nie-nakoming hiervan sal die uitslag van die tender ongeldig verklaar.

Slegs tenders wat in **swart** ink voltooi is op die oorspronklike dokumentasie sal aanvaar word. Laat, onvolledige of tenders ontvang per faks of e-pos, sal nie aanvaar word nie. Bewys van versending van 'n tender sal nie as bewys van ontvangs van 'n tender gesien word nie. Die Raad is nie verplig om die laagste of enige tender te aanvaar nie. Die Raad behou die reg voor om enige tender of gedeelte daarvan te aanvaar. Indien goeie pryse vir items ontvang word kan Raad die hoeveelhede aanpas om voordeel daaruit te trek.

**MUNISIPALE KANTORE
KERKSTRAAT 13
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNISIPALE BESTUURDER**

MK53-2025

28 March 2025



BERGRIVIER MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER:	TENDER 8/3/6-2025 MN53-2025					
TENDER TITLE:	APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION OF VARIOUS SOLID WASTE PROJECTS IN VELDDRIF, PIKETBERG AND PORTERVILLE AREAS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2027					
CLOSING DATE:	02 MAY 2025	CLOSING TIME:	12h00			
SITE MEETING:	DATE:	09 APRIL 2025	TIME:	10:00	COMPULSORY:	YES
SITE MEETING ADDRESS:	Piketberg Library Hall at the Bergrivier Municipal Offices in 13 Kerk Street, Piketberg, 7320					
<i>NB: Please note that no latecomers will be allowed.</i>						
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>						
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A			
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	120 DAYS	DAYS FROM THE CLOSING DATE OF BID.				
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)						
NAME OF TENDERER:						
NAME OF CONTACT PERSON:					CELL PHONE NO:	
PHYSICAL ADDRESS:			POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.			
E-MAIL ADDRESS:						
DATE:						
SIGNATURE OF TENDERER:						
CAPACITY UNDER WHICH THIS BID IS SIGNED:						
PLEASE NOTE:						
<ol style="list-style-type: none"> 1. Tenders that are deposited in the incorrect box will not be considered. 2. Mailed, telegraphic or faxed tenders will not be accepted. 3. If the bid is late, it will not be accepted for consideration. 4. Bids may only be submitted on the Bid Documentation provided by the Municipality. 5. All figures & signatures must be completed in an original format 						
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS			
1. TECHNICAL ENQUIRIES	Ms. Jamie-Lee Van Zyl	022 913 6000	vanzyljl@bergmun.org.za			
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	Ms. Revedy Hendricks	022 913 6000	hendricksr@bergmun.org.za			



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**PART A – ADMINISTRATIVE REQUIREMENTS IN
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



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1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate -VALID Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	

By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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2. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____ OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
--------------------------------------------------------	------------	--	-----------	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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3. PARTNERSHIP

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

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

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



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4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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



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- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

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



20. Subcontracts

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

21. Delays in the supplier’s performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to



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provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



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- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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



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34. Amendment of contracts

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

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



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5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/6-2025 MN53-2025"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Kerk Street, Piketberg 7320.

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
 - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
- 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encouraged to attend these openings.
- 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



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7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

8 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

9 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. Revedy-Levern Hendricks

Centralized Supplier Database (CSD) No. MAAA.....



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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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. The **Tax Clearance Certificate/** Tax Compliance Status (**TCS**) **Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider’s status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of a valid Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number

3. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

4. If a bidder is registered on Bergrivier Municipality supplier’s database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

6. Non-adherence to point 4 above may invalidate your offer.



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PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative								
3.2.	Identity Number								
3.3.	Position occupied in the Company (director, shareholder ² etc.)								
3.4.	Company Registration Number								
3.5.	Tax Reference Number								
3.6.	VAT Registration Number								
3.7.	Are you presently in the service of the state?	YES		NO					
3.7.1.	If so, furnish particulars:								
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO					
3.8.1.	If so, furnish particulars:								

¹ 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

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



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3.9.	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
3.9.1.	If so, furnish particulars:			
3.10.	Are you aware of any relationship (family, friend, other) between a 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
3.10.1.	If so, furnish particulars:			
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.11.1.	If so, furnish particulars:			
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.12.1.	If so, furnish particulars:			
	Name of the spouse/child/parent : ID number of the spouse/child/parent:..... Relationship to the official : Designation of the spouse/child/parent: Employer of the spouse/child/parent :			
3.13.	Do you or any of the directors, trustees, managers, principal 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
3.13.1.	If so, furnish particulars:			



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3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		

³ 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



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8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES "Insert 80/20 or 90/10"

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022.

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points as well as a summary for preference points claimed for attainment of other specified goals

The Constitution of the Republic of South Africa, 1996, provides in sections 152(1)(c) and 152(2) that local government must promote social and economic development and that the municipality must strive within its financial and administrative capacity, to achieve the objects set out in subsection 152(1).

The Constitution provides in section 217 that an organ of state must contract for goods or services in accordance with a procurement system which is fair, equitable, transparent, competitive, and cost effective and to implement a policy to grant preferences within a framework prescribed by National Legislation.

The Broad-Based Black Economic Empowerment Act, 2003 requires: “ (1) Every organ of state and public entity must apply any relevant code of good practice issued in terms of this Act in (b) developing and implementing a preferential procurement policy

The Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)-[PPPFA] was promulgated by the Minister in response to the Constitutional provision and allow for a Municipality to develop a preferential procurement policy and to implement such policy within the PPPFA framework.

Section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act, 2000 refers to specific goals which may include:

- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (ii) implementing the programmes of the Reconstruction and Development Programme (RDP) as published in *Government Gazette* 16085 dated 23 November 1994.

The RDP (1994), as basis for development in South Africa, was meant to provide a holistic, integrated, coherent socio-economic policy that is aimed at mobilizing people and resources to work towards the upliftment of the material and social conditions of local communities to build sustainable livelihoods for these communities.

In terms of Section 2 (1)(d)(ii), the following activities may be regarded as a contribution towards achieving the goals of the RDP, in addition to the awarding of preference points in favour of HDIs (published in *Government Gazette* No. 16085 dated 23 November 1994):

- (i) The promotion of South African owned enterprises;
- (ii) The promotion of export orientated production to create jobs;
- (iii) The promotion of SMMEs;
- (iv) The creation of new jobs or the intensification of labour absorption;
- (v) The promotion of enterprises located in a specific province for work to be done or services



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- to be rendered in that province;
- (vi) The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region;
 - (vii) The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area;
 - (viii) The promotion of enterprises located in rural areas;
 - (ix) The empowerment of the work force by standardizing the level of skill and knowledge of workers;
 - (x) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
 - (xi) The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified below.

1.3.1 The points for this bid are allocated as follows:

POINTS WILL BE ALLOCATED AS FOLLOWS below R50 000 000			
		POINTS	For office use
PRICE		80	
SPECIFIC PARTICIPATION GOALS			
Bergrivier Jurisdiction		10	
West Coast jurisdiction		5	
Western Cape Province		3	
South Africa		2	
BBBEE SCORE CARD			
		10	
	TOTAL	100	



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POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000			
	POINTS		For office use
PRICE	90		
SPECIFIC PARTICIPATION GOALS			
Bergrivier Jurisdiction	5		
West Coast jurisdiction	3		
Western Cape Province	2		
South Africa	1		
BBBEE SCORE CARD			
	5		
	100		
TOTAL			

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed (B-BBEE TABLE).
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.6 **If you want to claim the specific goals you need to attach the business registration from CIPC, and if you're a small business/SMME you need to attach the physical address of the business in the form of a municipal account in your personal name or the business name.**
- 1.7 **The Municipality reserves the right to verify the locality as per the Municipal Statement or Lease Agreement provided. Also note that the offices must be operational within the area as stated by the Bidder, if not the locality points cannot be claimed.**
- 1.8 **Please complete your CSD registration number: MAAA.....**

2. GENERAL DEFINITIONS

In this application, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

"Acceptable Tender" mean any tender which, in all respects, complies with the specification and conditions of tender as set out in tender document

"Black designated groups" has the meaning assigned to it in the codes of good practice issued in terms of section 9 (1) of the BBBEEA.

"Black people" has the meaning assigned to it in section 1 of the BBBEEA.

"Designated group" means black designated groups, black people, women, people with disabilities; or small enterprises which are enterprises, owned, managed, and controlled by previously disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.

"Disability" means in respect of a person, a permanent means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for



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a human being.

“**EME**” means

(1) exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the BBBEEA.

(2) an entity with an annual turnover less than R10 000 00.000 (ten million Rand)

“**Historically disadvantaged individual (HDI)**” means a **South African citizen –**

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983); and / or

(2) who is a female; and / or

(3) who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

“**highest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

“**lowest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

“**Locality**” means the local suppliers and/or service providers that reside within the Municipal area and within the district boundaries.

“**Large Enterprises**” is a company with an annual turnover in excess of R50 million.

“**Market Analysis**” means a technique used to identify market characteristics for specific goods or services

“**National Treasury**” has the meaning assigned to it in section 1 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“**Proof of B-BBEE status level of contributor**” means the B-BBEE status level certificate issued by an authorized body or person

1) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

2) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

“**Qualifying Small Enterprise (QSE)**” is a company with a turnover between R10 million and R50 million

“**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“**Region**” means the district and/or West Coast District Municipality.

“**Rural area**” means-

1) a separately populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or

2) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.

“**Specific goals**” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as

published in Government Gazette No. 16085 dated 23 November 1994;

“**SMME**” means small, medium and micro enterprises namely Exempted Micro Enterprises and Qualifying Small Enterprises

“**Tender**” means a written offer in the form determined by a Municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

“**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;

“**The Act**” means the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000).



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“Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

3.6 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid



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4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.6 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	5	10
2	4	8
3	3	6
4	2	4
5	1	2
6	1	2
7	1	2
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

6. DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....



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6.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

6.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

6.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

6.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.



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(iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



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9. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
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	No
4.5.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



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10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIER MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

⁴ 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.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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 consortium⁵ 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:
- 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.
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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ 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.



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11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergrivier Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (s) of ID document(s) and Municipal Accounts
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



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12. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Bergrivier Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
------------------------------------------------------------------------------------	--

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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13. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of
(registered address of Company) _____ a
company incorporated with limited liability according to the Company Laws of the Republic of South Africa
(hereinafter called the Contractor), represented herein by (Name of Representative) _____ in his
capacity as (Designation) _____ of the
Contractor, is duly authorized hereto by a resolution dated _____ /20___, to sign on
behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20_____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless
the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason
of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection
with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in
consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or
property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred
by the Municipality in examining, resisting or settling any such claims; for the due performance of which the
Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



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PART B – SPECIFICATIONS AND PRICING DATA



BERGRIVIER MUNICIPALITY

Directorate Technical Services

**APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION OF VARIOUS
SOLID WASTE PROJECTS INCLUDING COLLECTION OF RECYCLABLES,
OPERATION OF MATERIALS RECOVERY FACILITIES & CHIPPING AND
COMPOSTING OF GARDEN WASTE IN THE VELDDRIF, PIKETBERG AND
PORTERVILLE AREAS**

Attention:

Adv. Hanlie Linde
Municipal Manager
Bergrivier Municipality
P O Box 60
PIKETBERG
7320

I, the undersigned, (Full
Names)

in my capacity as (if applicable)

of (if applicable)

Present to provide service at the following amount and subject to the conditions and specifications as set out below.

Tenders are hereby requested from competent service providers for operation of various solid waste projects in the Bergrivier municipal area during the 2025-26, 2026-27 financial years. **The detailed scope of the works will be clarified to prospective bidders at a compulsory site-meeting to be held on Wednesday, 9 April 2025, at 10h00 in the LB Wernich Library Hall, Piketberg (32°53'57.2"S 18°45'42.1"E).**



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TENDER NO.: 8/3/6 MN53-2025

APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION OF VARIOUS SOLID WASTE PROJECTS INCLUDING COLLECTION OF RECYCLABLES, OPERATION OF MATERIALS RECOVERY FACILITIES & CHIPPING AND COMPOSTING OF GARDEN WASTE IN THE VELDDRIF, PIKETBERG AND PORTERVILLE AREAS

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TENDER NO.: 8/3/6 MN 53-2025

OPERATION OF VARIOUS SOLID WASTE PROJECTS INCLUDING COLLECTION OF RECYCLABLES, OPERATION OF MATERIALS RECOVERY FACILITIES & CHIPPING AND COMPOSTING OF GARDEN WASTE IN THE VELDDRIF, PIKETBERG AND PORTERVILLE AREAS

TECHNICAL SPECIFICATIONS & DESCRIPTION OF THE WORKS

OBJECTIVES

In response to the legal requirements of the National Environmental Waste Management Act of 2009 (NEMWA), Bergrivier Municipality (BM) has developed its own Materials Recovery Facilities (MRFs) facilities at Velddrif and Piketberg, with the objective of diverting municipal waste away from the landfills currently serving the BM. The MRF facilities receive separately collected source-separated recyclable waste from the BM area and supports BM's Integrated Waste Management Policy and Plan and Waste Minimisation Strategy. The residents of the BM receive a three-bag collection service with garden waste collected in green bags, residual recyclable (dry) waste collected in clear bags and general household waste in black bags.

Currently the chipping of incoming garden waste at these facilities are undertaken by the BM only when equipment and budgets are available, and the BM recognises that additional efforts would be required in this regard to adhere to the departmental requirements for organic waste diversion.

The BM wants to outsource the collection of source-separated recyclable waste in the Porterville, Piketberg, Dwarskersbos and Velddrif areas, as well as the operations of the Piketberg and Velddrif MRFs and the chipping and composting of garden waste at the Piketberg and Velddrif facilities.

The objective of the BM with this contract(s), is not to have a municipal function taken over by the private Service Provider, but to put a management contract in place for the service provider to assist the municipality in the proper treatment of waste at these sites. This is done with the purpose of minimising disposal, in order to save landfill space, and maximising on the beneficiation of diverted waste.

OVERVIEW OF THE SERVICE

The service as a whole consists of the collection of source-separated recyclable waste from household collection points, the operational management of the MRFs and the chipping & composting of source-separated garden waste. These services are to be rendered in the Velddrif, Piketberg and Porterville areas and needs to be in accordance with the relevant waste management licences, the applicable National Norms and Standards and the Minimum Requirements, where applicable. Although the BM aims to award all of these services to external Service Providers, the award(s) can be made to more than one Service Provider depending on the tenders received and the requirements of the BM.

GENERAL INTENT

The general intent of this Contract(s) is that the Service Provider(s) shall procure all resources necessary for the rendering of the service in accordance with the terms of this Contract, in a workman-like and expeditious manner.



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The BM's Solid Waste Manager shall have the right to verify that the service is carried out in accordance with this Contract and to approve or reject the quality of service rendered by the Service Provider(s) or approved sub-service providers. The ownership and ultimate responsibility for the sites and facilities remains with the BM.

○ **EXTENT OF THE SERVICE**

The Service in general includes but is not restricted to the following:

1. Collect source-separated recyclable waste from kerbsides of households in the Piketberg and/or Porterville areas and transport to the Piketberg Materials Recovery Facility (MRF);
2. Collect source-separated recyclable waste from kerbsides of households in the Velddrif and Dwarskersbos areas and transport to the Velddrif MRF;
3. Operational Management of all activities at the Piketberg and/or Velddrif MRFs;
4. Chipping and composting of existing garden waste stockpiles at the Velddrif Refuse Transfer Station (RTS) and/or Piketberg Landfill;
5. Chipping and composting of the incoming source-separated garden waste at the Velddrif RTS and/or the Piketberg Landfill.

Although the description and specifications in this document encompass all of the above work, the Municipality may decide to award the works through more than one contract depending on the tender submissions received.

○ **DEFINITIONS**

Builder's Rubble: Pieces of masonry, concrete, etc. resulting from construction, repair and demolition activities, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.

Bulky Waste: Items, such as motor car bodies, fridges, etc. whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

Chipped Bush/Garden Waste: Waste derived from Garden Waste and bush clearing (gardens, plots and parks), which has not been mixed with other waste categories. This waste has been mechanically chipped to a maximum particle size of 50 mm.

Municipal Solid Waste: Non-hazardous solid waste generated by households, retail stores, offices, in the domestic environment and light industry.

Residents Monitoring Committee (RM) Committee made up of members of the affected public, regulatory authorities, other interested parties and the Service Provider, established in terms of the Permit(s) who may assist in the monitoring of landfill operations, identify problems and keep the public informed of activities and developments on the Site.

Compost: Derived from Garden Waste and other organic general waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.



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- Waste Facility Manager:** The natural or juristic person, or partnership, or group, appointed by the BM to undertake the management, operation and maintenance of the Waste Facility in terms of the Contract Document.
- Bush Waste:** Plant clippings, pruning and other discarded material from gardens and plot clearing in the municipal area.
- Hazardous Waste:** Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on the chemical reactivity, or toxic, explosive corrosive or other characteristics which cause, or are likely to cause, danger to health or to the environment, whether alone or when in contact with each other.
- Industrial Waste:** Non-toxic and non-hazardous solid waste that results from industrial processes and manufacturing.
- Recycling:** The recovery any material from the incoming waste, with the intention of re-use or benefit.
- Solid Waste:** Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
- Tonne:** 1 000 kg.
- Medical Institutional Waste:** Solid waste originating from education, hospital, health care or research facilities.
- Public Drop-off:** A permanent facility which provides the infrastructure which allows for the transfer of small quantities of solid waste into large containers, which when full, are removed and transported to a waste disposal facility. Users of the Public Drop-offs include the Municipality, businesses and general public which is operated in a safe, orderly and user-friendly manner.
- Dry Co-mingled Waste or Recyclables:** All materials that can be safely removed from the waste stream such as paper, glass, plastics, metals, cardboard, polystyrene, etc.
- Wet Co-mingled Waste:** All municipal waste that has not been pre-sorted by the producer and contains amongst other recyclables and non-recyclables as well as food wastes.
- Contaminants/tailings:** The co-mingled waste fraction passing through the Materials Recovery Facility (MRF) and being disposed of on the landfill and thus not being recovered for recycling in the MRF.
- Residential Erven:** Properties zoned for residential use
- Service Point:** Properties zoned for residential use, issued with a clear bag for the collection of recyclables within the designated collection area.

○ LOCATION OF THE SERVICE

The collection of source-separated recyclable waste services is to be rendered to all households in the towns of Piketberg and/or Porterville and/or Velddrif (Dwarskersbos to be included with Velddrif).



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The operation of the MRF contracts is to be rendered at the Velddrif MRF (32°46'34.76"S, 18°10'14.05"E) and/or at the Piketberg MRF (32°54'34.13"S, 18°46'17.30"E).

The chipping and composting of garden waste is to take place at the Piketberg landfill (32°53'56.56"S, 18°46'37.84"E) and/or the Velddrif RTS (32°46'34.76"S, 18°10'14.05"E).

The successful tenderer may decide to transport the chipped garden waste for composting off-site, or to undertake the composting on site if adhering to the prescribed tonnage limitations and other conditions given in these specifications.

○ **DURATION OF CONTRACT(S)**

In terms of the Tender, the Duration of the Contract(s) shall be 24-months. The anticipated commencement date is 1 July 2025 but cannot be guaranteed.

○ **WORKING HOURS**

The Service Provider is to limit his operations to the permitted operating hours of the Piketberg and Velddrif MRFs, which are as follows:

07:30 – 18:00 Monday – Friday

09:00 – 14:00 Saturdays and Public Holidays (closed Sundays)

The Service Provider will be given due notice of any substantive changes to these hours at any time during the contract period.

The Velddrif and Piketberg facilities will not be opened outside of normal hours. However, provision has been made for emergency and special after-hours operations at these facilities during peak holiday periods. Similarly, the Service Provider shall make provision for emergency operations when required.

○ **SITE SECURITY**

The Service Provider shall allow in his tender price to provide for his own full-time security on site, if required. This is not applicable to the collection of source-separated recyclable waste contracts.

SERVICES TO BE RENDERED

○ **THE COLLECTION OF SOURCE-SEPARATED RECYCLABLE WASTE FROM THE TOWNS OF PORTERVILLE, PIKETBERG, VELDDRIF AND DWARSKERSBOS**

GENERAL DESCRIPTION OF THE OPERATION

The Service Provider will be responsible for the collection of “dry” co-mingled recyclables (in clear bags) from all domestic households participating in the recycling project, within the specified towns and delivering the collected materials to the relevant MRF.

Recyclables collected from Porterville and Piketberg are to be delivered to the Piketberg MRF and recyclables collected from Velddrif and Dwarskersbos are to be delivered to the Velddrif MRF.

The Service Provider will also be expected to implement a comprehensive Awareness, Marketing and Publicity Campaign to educate residents of the BM’s “separation-at-source” waste minimisation project in conjunction with BM to maximise participation rates within the area of operation, on a quarterly basis.



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The Service Provider will be responsible for the co-ordination of all vehicles, containers, equipment and staff to render the service. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner.

The BM currently issues each household with clear bags for the collection of “dry” recyclables. The BM will collect black bag municipal solid waste and green bag garden waste from the service points. The Service Provider will be expected to collect the clear bags on the same day the BM collects black bags from these Service Points.

Commercial, Agricultural and Industrial (Trade) recyclables suitable for recovery at the MRF, collected from within or outside of the defined household catchment area (but from within the BM area), can be brought by the Service Provider or other external waste collection Service Providers to the MRF without having to pay BM’s normal waste disposal gate fee (i.e. at a zero tariff for recyclables). No additional payment will be paid to the Service Provider for collecting and transporting recyclable materials from commercial and industrial properties.

The Service Provider may deliver and/or receive recyclables from his own sources for recovery at the MRF with prior written approval from the BM, provided that the first preference for the recovery of materials is always given to BM’s recyclables delivered to the MRF.

AWARENESS, MARKETING AND PUBLICITY CAMPAIGN

The primary objectives for the BM in terms of this project are to:

- Create awareness, provide information and solicit participation from the residents, businesses and farms in the area on a quarterly basis;
- Reduce the amount of waste being landfilled (business and residential focus);
- Divert recyclables through separation at source (business and residential focus);
- Increase local waste minimisation targets year on year in support of achieving National waste targets;

To achieve these objectives, the service provider is to:

- Communicate and engage with the residents and businesses ‘on the ground’ to devise a successful recycling strategy.
- Produce informative communication and marketing material.
- Obtain maximum participation for the duration of the contract whilst continuously aiming to increase the participation rate.

The Service Provider will thus be responsible for the development of an awareness, marketing and publicity campaign strategy for the Designated Areas for the duration of the Contract to promote optimal awareness and utilisation of the recyclable waste collection service.

WASTE QUANTITIES

The quantities of waste to be collected for delivery to the MRFs will vary due to collection beat layout and day of removal, seasonal, operational and other external factors, and the Service Provider is required to adjust his operations to accommodate such fluctuations within the tendered rates. It can be expected that on average, no more than two filled clear bags will be available for collection at any one of the service points.

COLLECTION ROUTES AND SERVICE POINTS



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The collection routes must be designed to fit in with the BM's overall existing regular general household Monday to Friday collection beat schedule for the service area, and a detailed operations plan in accordance with the tendered business plan, indicating routes, scheduled collection days, vehicle allocations, contingency plans etc. must be submitted to the BM for approval prior to the commencement of the Contract.

The collection day shall fall on the same day as the household's normal "wet" waste (black bags) removal day. Currently the BM collects black bag waste from households in Dwarskersbos on Mondays, Velddrif on Thursdays, Piketberg on Tuesdays & Wednesdays and Porterville on Tuesdays, Wednesdays & Thursdays. Service Providers are to note that the normal "wet" waste removal days are not evenly distributed for each weekday and consequently the daily workload could differ significantly each day. Should the BM change part, or all of the scheduled collection days, the Service Provider will be advised prior to such change.

Residents are to be instructed to place their "dry" co-mingled recyclable waste in the clear bags to be provided by the BM. The bags are to be placed on the kerbside just outside their properties / group housing complex / refuse storage area on collection day, and collection must be undertaken from this point. The Service Provider must reinforce this requirement via its comprehensive awareness, marketing and communication programme with the public in order to maximise the number of bags actually placed on the kerbside for collection. New replacement bags are to be provided by the Service Provider to the residents upon collection of their full bags. The BM will provide the Service Provider with the clear bags to be distributed to the residents.

The existing number of service points (households) included in this project is Dwarskersbos (836), Velddrif (including Noordhoek, Laaipek, and Port Owen) (4,698), Piketberg (2,743) and Porterville (1,740).

STAFF AND VEHICLES

All workers and where possible drivers and supervisory staff should preferably be sourced from within the areas being serviced, as approved by the BM. All staff must be properly trained. This training must, apart from functional training include, but not necessarily be limited to safety, customer relations and their rights and obligations in terms of the Labour Relations Act. The staff must also be made to understand that they represent BM on this Contract and are therefore expected to conduct themselves accordingly.

The BM employees may not solicit for gifts, and any "Christmas Box" collection practices or similar solicitation is thus expressly forbidden by the Service Provider's staff. Staff must be provided with the necessary uniforms and protective clothing (PPE), which must be such that staff are easily identifiable as employees of the Service Provider.

Suitable collection vehicles are required for this contract. The Service Provider shall provide sufficient vehicles to service the targeted area from the commencement date. For the collection of recyclables, a "bakkie" or small truck with a caged back and caged trailer is required. The vehicles must be properly maintained and be kept in a fully roadworthy condition throughout. Vehicles should be clearly marked and identifiable. Sufficient back up vehicles must be available to ensure that breakdowns do not disrupt the collection schedule. The Service Provider shall provide his own vehicle insurances and fuel at his own cost. **A full list of vehicles dedicated to this Contract must be provided with the tender.**

The Service Provider must ensure that any spillages occurring during the loading process or for whatever other reason are picked up and loaded onto the vehicle. Successful bidder to make use of load netting (or similar product) to cover materials during transport and minimise spillages and windblown litter.



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RECORD KEEPING

The Service Provider must on a monthly basis provide the BM with detailed information regarding the mass and/or volume of loads collected by each vehicle on each day from each area. All the above information must be counted and captured continuously, and weigh bridge slips (where applicable) must be provided as the necessary statistical proof. This information must be recorded on a weekly basis and provided to the BM on a monthly basis in both electronic (Microsoft Excel) and hard copy format. Records of both the collected quantities and the delivered quantities must be kept for comparison.

Reporting on the details and progress of the awareness, marketing and publicity campaigns linked to increasing recycling is to be done to the BM on a quarterly (every four months) basis.

COMPLAINTS HANDLING PROCEDURES

The BM client service centre will receive complaints and enquiries relative to this Contract. The Service Provider must provide contact telephone and fax/e-mail numbers for both office hours and after- hours for receiving calls forwarded from the call centre or to the Service Provider directly. Response times to complaints are to be measured and records must be kept of the date and time received and completed for each complaint. The Service Provider is to provide BM's representative an electronic record of the above requirement with regards to service complaints and enquiries on a monthly basis.

○ **THE OPERATION OF THE VELDDRIF AND PIKETBERG MATERIALS RECOVERY FACILITIES**

GENERAL DESCRIPTION OF THE OPERATION

The Service Provider will be responsible for the operation and maintenance of the Piketberg MRF situated adjacent to the Piketberg Transfer Station and/or the Velddrif MRF situated adjacent to the Velddrif Transfer Station. The Facilities will be used by the Service Provider(s) to recover recyclable materials collected from the Piketberg, Porterville, Velddrif and Dwarskersbos areas, as well as recover recyclable materials delivered to the facilities by members of the public within the BM area.

The Service Provider will also be expected to implement a comprehensive Awareness, Marketing and Publicity Campaign to educate residents of the BM's "separation-at-source" waste minimisation project in conjunction with BM to maximise participation rates within the area of operation, on a quarterly basis.

The Service Provider will be responsible for the co-ordination of all vehicles, containers, equipment and staff to undertake the works. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner. The BM owns a small BH15 baler located at the Piketberg MRF, which may be used by the Service Provider with the provision that the baler be restored at the end of contract period, to the condition it was in at the start of the contract period.

Commercial, Agricultural and Industrial (Trade) recyclables suitable for recovery at the MRF, collected from within or outside of the defined household catchment area (but from within the BM area), can be brought by the Service Provider or other external waste collection Service Providers to the MRF without having to pay BM's normal waste disposal gate fee (i.e. at a zero tariff for recyclables). No additional payment will be paid to the Service Provider for collecting and transporting recyclable materials from commercial and industrial properties.

The Service Provider may deliver and/or receive recyclables from his own sources for recovery at the MRF with prior written approval from the BM, provided that the first preference for the recovery of materials is always given to BM's recyclables delivered to the MRF.



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No recyclables from outside of the BM Area will be accepted at MRF's without approval in writing from the BM.

AWARENESS, MARKETING AND PUBLICITY CAMPAIGN

The primary objectives for the BM in terms of this project are to:

- Create awareness, provide information and solicit participation from the residents, businesses and farms in the area on a quarterly basis;
- Reduce the amount of waste being landfilled (business and residential focus);
- Divert recyclables through separation at source (business and residential focus);
- Increase local waste minimisation targets year on year in support of achieving National waste targets;

To achieve these objectives, the service provider is to:

- Communicate and engage with the residents and businesses 'on the ground' to devise a successful recycling strategy.
- Produce informative communication and marketing material.
- Obtain maximum participation for the duration of the contract.

The Service Provider will thus be responsible for the development of an awareness, marketing and publicity campaign strategy for the Designated Areas for the duration of the Contract to promote optimal awareness and utilisation of the recyclable waste collection service.

1. WASTE QUANTITIES

The quantities of waste to be collected for delivery to the MRFs will vary due to collection beat layout and day of removal, seasonal, operational and other external factors, and the Service Provider is required to adjust his operations to accommodate such fluctuations within the tendered rates.

The data available for the MRFs show that, on average, the Velddrif MRF recovers approximately 26 tonnes per month and the Piketberg MRF recovers approximately 43 tonnes per month. These are tonnages of materials leaving the site and has no direct correlation to the volumes or tonnages that enter the site.

MRF OPERATIONS

The Service Provider will be responsible for the collecting, handling, sorting, reuse and/or sale of recyclables recovered from the MRF, and no payment by the BM for further costs will be considered other than the tendered costs. The ownership of the recyclable materials shall vest with the Service Provider, who shall be responsible for the disposal and transportation of such materials from the site. The income received from the sale of the recyclables shall belong to the Service Provider.

The MRF building and BM-owned fixed plant and equipment may only be used for the intended use of recovering recyclable materials and for no other unrelated use.

No claim for any additional expenditure due to a decrease in the demand for recyclables, the non-availability of a sorting area or material recycling infrastructure, the continued participation or participation ratio of residents, the consistency in waste quality or quantity, and continued marketing or any other costs not reflected in the tendered rates, will be considered.



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The Service Provider shall be responsible for the optimal operation of the MRF and processes in accordance with the process flow requirements of the plant under the full-time supervision of a qualified plant superintendent.

The Service Provider shall ensure that the waste processed does not contain large, sharp or types of materials that may damage the plant and equipment.

Waste material that is not recovered as recyclables from the clear bags, referred to as tailings, is to be discharged into a dedicated container, provided by the Service Provider, outside the MRF building which will be removed (when full) by the Service Provider and weighed by the BM before being deposited to the Piketberg or Velddrif Transfer Station by the Service Provider.

Electrical consumption and water consumption at the facility shall be paid by the Service Provider.

The Service Provider shall supply all baling wire to the correct standard and specifications for the baling machine.

The Service Provider shall take all reasonable measures to operate the MRF facility in accordance with applicable legislation and best environmental practise to prevent nuisances such as odour, dust, vectors such as flies, insects and rodents, noise and wind-blown litter.

MAINTENANCE OF THE SITE

The Service Provider shall maintain all aspects of the Site, inclusive of all infrastructures, in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The Service Provider shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. These will, subject to prior approval by the BM's Solid Waste Manager, be borne by the BM.

Should it at any stage be evident that a large repair has resulted because the Service Provider did not take action at an earlier stage, and that the Service Provider has no good reason for not having taken earlier action, the cost of that repair will be for the Service Provider's account. In maintaining the facility, the Service Provider will be expected to perform maintenance work on his/her own initiative and without first being instructed to do so by the BM's Solid Waste Manager. Should the Service Provider be unsure of the course of action to be taken, the BM's Solid Waste Manager shall be notified timeously. Similarly, should it become evident that the BM or the Service Provider experienced any losses or damages as a result of negligence by the security provided by the Service Provider, the Service Provider will be held liable for the costs to repair and/or replace the damages and/or losses suffered by either party.

The Service Provider 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 of 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;
- upkeep and maintenance of gardens and landscaped areas;
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas;
- On termination of the Contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Municipality's Solid Waste Manager.

COMPLIANCE REQUIREMENTS



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In the execution of the service to be provided under this Contract, the Service Provider shall furthermore:

- Comply with all necessary Acts, Ordinances, Regulations and By-Laws relating to the registration, insurance and general operation of its vehicles, plant and equipment and the employment of its employees;
- Comply with the Municipality's operating permit conditions, where applicable;
- Pay all levies, taxes and duties payable in respect of all vehicles used and staff employed;
- Ensure that any equipment and all vehicles used are in a mechanically sound, roadworthy and clean condition;
- Ensure that all containers/bales are at all times safely loaded onto the haul vehicles. In this regard the Service Provider shall provide all necessary personnel to assist with and supervise the loading and off-loading operations at the MRF;
- Minimise the storage of recovered materials and bales for periods of time considered reasonable to the BM, without giving rise to odour, litter, vector and other nuisances. Should the BM be unsatisfied with the volume of waste stored at the facility at any given time, they may instruct the Service Provider to clean the area and remove all material at a cost to be borne by the Service Provider;
- Exercise all reasonable care and diligence in the handling and transportation of the BM's containers in its charge;
- Ensure that all drivers, operators and other employees are properly trained for the work they are required to perform and that all drivers are in possession of a valid drivers licence and Professional Driving Permit appropriate to the class of vehicle being driven. The Service Provider shall ensure that at all times all drivers shall have available for inspection such drivers licence;
- Ensure that all the relevant requirements of the latest Occupational Health and Safety Act, and most recent construction regulations are adhered to;
- Ensure that recycled waste recovered, processed and sold downstream is done so in a responsible manner which complies with all relevant environmental legislation in terms of Permit conditions as well as internal standards set by the BM.

Upon completion or termination of the Contract, the Operating Service Provider shall ensure the MRF facility and all BM plant and equipment are restored and handed over to the BM in a satisfactory and clean condition, with all plant in full working order, together with all maintenance and other records relating to the fixed plant, all to the satisfaction of the BM. The rate tendered for the operation of the MRF is to include for all costs necessary to meet the requirements stated above.

STAFF AND VEHICLES

The Service Provider shall be required to furnish, maintain and operate sufficient plant and vehicles to undertake the specified services. The Service Provider shall be required to provide all "non-fixed" plant, vehicles, fuel, lubricants, equipment, tools, materials, labour and any other items required to undertake the MRF operating services described in this tender, other than the fixed plant and equipment provided by the BM within the MRF building. A list and description of the plant, vehicles and equipment (including containers required for use within the MRF building) that will be provided by the Tenderer must be stated in the relevant returnable schedules of the tender document.

The Service Provider shall be required to maintain all buildings and fixed plant and equipment in a clean, sound condition and in full working order. All regular routine inspections, maintenance and servicing shall be carried out by an approved service provider. The BM may undertake independent plant inspections and audits from time to time and the Service Provider shall ensure that such inspections are fully accommodated. It should be noted that any negligence or abuse to the plant by the Operator and any costs incurred as a result of such negligence or abuse will be for the cost of the Service Provider.



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The Service Provider's staff may not under any circumstances interfere with the BM's operations at the Piketberg or Velddrif Transfer Stations.

The Service Provider shall insure all of his (or his subcontractor's) own plant and equipment used to undertake the operations required in terms of the Contract. The BM will be responsible for taking out insurance cover for the buildings and fixed plant and equipment, but this will not relieve the Service Provider from his responsibility to maintain the MRF buildings and fixed plant and equipment in a sound condition at his own cost for the duration of the Contract.

In the event of vehicle, plant or equipment break-down, the Service Provider will be responsible for all necessary arrangements and costs to restore such vehicle, plant or equipment to full operating order. No costs arising from down-time or stoppages due to failure, servicing or repairs undertaken to mechanical plant or equipment will be paid for by the BM. Costs for repairs resulting from the Operator's failure to adhere to the instructions stated in the Plant and Equipment Operating

Manuals, where applicable, shall be paid for by the Operating Service Provider.

All workers and where possible drivers and supervisory staff should preferably be sourced from within the areas being serviced, as approved by the BM. All staff must be properly trained. This training must, apart from functional training include, but not necessarily be limited to safety, customer relations and their rights and obligations in terms of the Labour Relations Act. The staff must also be made to understand that they represent BM on this Contract and are therefore expected to conduct themselves accordingly.

The BM employees may not solicit for gifts, and any "Christmas Box" collection practices or similar solicitation is thus expressly forbidden by the Service Provider's staff. Staff must be provided with the necessary uniforms and protective clothing (PPE), which must be such that staff are easily identifiable as employees of the Service Provider.

The Service Provider must ensure that any spillages occurring during the loading process or for whatever other reason are picked up and managed to limit litter and ensure cleanliness of the site.

RECORD KEEPING

The Service Provider must on a monthly basis provide the BM with detailed information regarding the mass and/or volume of loads received by each vehicle on each day. All the above information must be counted and captured continuously, and weigh bridge slips (where applicable) must be provided as the necessary statistical proof. This information must be recorded on a weekly basis and provided to the BM on a monthly basis in both electronic (Microsoft Excel) and hard copy format.

Reporting on the details and progress of the awareness, marketing and publicity campaigns linked to increasing recycling is to be done to the BM on a quarterly (every four months) basis.

Proof of all transactions, sale or re-use of recyclables, vehicle registration numbers, date of transaction, volumes and mass per recyclable waste type e.g. PET, glass, cardboard, paper (office, newspaper, common mix, etc.) plastics, tins etc. must be provided on a monthly basis. The Service Provider shall maintain daily, weekly and monthly records and provide them to the BM.

COMPLAINTS HANDLING PROCEDURES

The BM client service centre will receive complaints and enquiries relative to this Contract. The Service Provider must provide contact telephone and fax/e-mail numbers for both office hours and after-hours for receiving calls forwarded from the call centre or to the Service Provider directly.



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Response times to complaints are to be measured and records must be kept of the date and time received and completed for each complaint. The Service Provider is to provide BM's representative an electronic record of the above requirement with regards to service complaints and enquiries on a monthly basis.

○ CHIPPING AND COMPOSTING OF GARDEN WASTE

GENERAL DESCRIPTION OF THE OPERATION

The Service Provider will be responsible for the chipping and composting of garden waste delivered to the Velddrif Transfer Station and/or the Piketberg Landfill site. The Facilities will be used by the Service Provider(s) to chip green bag garden waste collected by the Municipality and delivered to site, as well as clean garden waste delivered to the facilities by members of the public within the BM area.

The Service Provider will also be expected to implement a comprehensive Awareness, Marketing and Publicity Campaign to educate residents of the BM's "separation-at-source" waste minimisation project in conjunction with BM to maximise participation rates within the area of operation, on a quarterly basis.

The Service Provider will be responsible for the co-ordination of all vehicles, containers, equipment and staff to undertake the works. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner.

Clean garden waste suitable for chipping, collected from within or outside of the defined household catchment area (but from within the BM area), can be brought by the Service Provider or other external waste collection Service Providers to the facility without having to pay BM's normal waste disposal gate fee (i.e. at a zero tariff for garden waste). No additional payment will be paid to the Service Provider for collecting and transporting garden waste materials from commercial and industrial properties.

The Service Provider may deliver and/or receive clean garden waste for chipping from his own sources with prior written approval from the BM, provided that the first preference for the chipping of materials is always given to BM's garden waste delivered to the facility.

No garden waste from outside of the BM Area will be accepted at facility without approval in writing from the BM.

AWARENESS, MARKETING AND PUBLICITY CAMPAIGN

The primary objectives for the BM in terms of this project are to:

- Create awareness, provide information and solicit participation from the residents, businesses and farms in the area on a quarterly basis;
- Reduce the amount of garden waste being landfilled (business and residential focus);
- Divert garden waste through separation at source (business and residential focus);
- Increase local waste minimisation targets year on year in support of achieving National waste targets;

To achieve these objectives, the service provider is to:

- Communicate and engage with the residents and businesses 'on the ground' to devise a successful chipping and composting strategy.
- Produce informative communication and marketing material.
- Obtain maximum participation for the duration of the contract.



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The Service Provider will thus be responsible for the development of an awareness, marketing and publicity campaign strategy for the Designated Areas for the duration of the Contract to promote optimal awareness and utilisation of the garden waste collection service.

WASTE QUANTITIES AND SOURCES

The BM green bag collection system to the Velddrif RTS and Piketberg landfill is a daily service with varying quantities being delivered to the sites.

From the BM Organic Waste Diversion Plan, 2021 it can be assumed that the Velddrif RTS receives in the order of 1,800 tonnes of garden waste each year which equates to approximately 150 tonnes per month. Similarly, the Piketberg landfill receives approximately 1,000 tonnes per year or 84 tonnes per month. This includes green bag waste collected by the BM and garden waste brought in by members of the public.

Quantities of green bag waste to be collected for delivery to the facilities will vary due to collection beat layout and day of removal, seasonal, operational and other external factors, and the Service Provider is required to adjust his operations to accommodate such fluctuations within the tendered rates.

It is also reported that the existing stockpile of unchipped bush waste and garden waste at the Velddrif RTS site is approximately 35,000 m³ in size and approximately 300 m³ at the Piketberg Landfill. These existing stockpiles will also require processing through chipping and composting under this contract. These stockpiles may be contaminated with other municipal waste items and care must be taken when processing this material that only the clean garden waste is processed.

CHIPPING & COMPOSTING OPERATIONS

Members of the general public, garden services and the BM should be encouraged to drop-off clean garden and bush waste at a designated position at the Velddrif RTS or Piketberg landfill. The bush waste must be received and temporarily stockpiled before being fed into a mechanical chipper (or chippers).

The maximum chip size produced by the chipping plant shall be 50mm in any direction.

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

- Dust (by ensuring that unnecessary airborne material is not generated during operations)
- Air pollution (by ensuring that plant is in optimal working condition)
- Noise (by ensuring that all plant silencers, etc. are in good working order and by limiting the operations to the prescribed hours)
- Wind-blown material (by reducing the amount of chipped material exposed and picking up that which has been scattered in the area)
- Projectiles (by ensuring that no foreign particles such as stones, etc. that can be projected out of the chipping chamber are present in the garden waste).

The Service Provider shall take all reasonable measures to keep his working areas and stockpiles, clean and orderly. The following shall apply:

- The un-chipped bush waste will be stockpiled at the designated areas on site
- Un-chipped stockpiles (excluding existing stockpiles) areas shall not exceed 300 m²



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- Stockpiles created after commencement of the contact shall be clearly separated from existing stockpiles on site
- All bush waste must be chipped with one week of being off-loaded.
- Chipped stockpiles shall not exceed 90 m³ after which it would need to be composted or removed from site
- Chipped bush waste must be removed from site within forty-eight hours of being chipped (if not composted on site)
- Although it is preferred that chipped materials be removed from site for composting elsewhere, the Service Provider may choose to undertake the composting process on site at the Velddrif RTS or Piketberg landfill under the conditions described in this document

Mechanical equipment must be available from time to time to shape stockpiles and clean up the site. Chipped material must be utilised in an environmentally sound and legal manner.

The intention is to have the chipping activity at the Piketberg landfill and/or the Velddrif RTS and then to have the chipped material transported to a licensed composting facility. Service Providers must allow for the provision of containers/vehicles, loading, transporting and off-loading at the composting facility. The client reserves the right to direct loads to other destinations if required.

The Service Provider may utilise the Piketberg landfill and/or Velddrif RTS to undertake composting of the chipped material under the following conditions:

- Composting operations may under no circumstances exceed the processing of 10 tonnes of materials per day which must be accurately measured and reported to the BM on a weekly basis;
- Composting to adhere to all the requirements of the National Environmental Management: Waste Act (Act No. 59 of 2008) National Norms and Standards for Organic Waste Composting (Government Gazette No. 44762 of 25 June 2021).

The Service Provider shall also:

- Direct all vehicles off-loading bush waste to an orderly stockpile area and redirect any members of the public to the correct area if they have mixed or contaminated bush waste in order to ensure that the public do not enter the operational area of the chipper or loader
- Mechanically chip the material accumulated on site on a day-to-day basis and keep stockpiles neat and tidy at all times
- Provide haulage containers/vehicles into which the bush chips, not composted on site, can be loaded for transportation to a licensed composting facility
- Load the chipped waste into the containers/vehicles
- Ensure that the operation continues in all weather conditions
- Ensure that containers/vehicles are adequately covered during storage and transport
- Reduce noise (by ensuring that all plant silencers, etc. are in good working order and by limiting the operations to the prescribed hours.
- Where weighbridges are not available the volume of containers must be measured and confirmed on entrance (empty) and exit (full) of the facility

No payment by the BM for further costs will be considered other than the tendered costs. The ownership of the chipped materials shall vest with the Service Provider, who shall be responsible for the processing and/or transportation of such materials from the site. The income received from the sale of the chipped material or compost shall belong to the Service Provider.

The BM reserves the right to have access to **15%** of the chipped material or compost for Municipal use and the BM will communicate details in this regard to the Service Provider on a regular basis.



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No claim for any additional expenditure due to a decrease in the demand for chipped bush waste or compost, the non-availability of a chipping area, the continued participation or participation ratio of residents, the consistency in waste quality or quantity, and continued marketing or any other costs not reflected in the tendered rates, will be considered.

The Service Provider shall ensure that the waste processed does not contain large, sharp or types of materials that may damage the plant and equipment.

COMPLIANCE REQUIREMENTS

In the execution of the service to be provided under this Contract, the Service Provider shall furthermore:

- Comply with all necessary Acts, Ordinances, Regulations and By-Laws relating to the registration, insurance and general operation of its vehicles, plant and equipment and the employment of its employees;
- Comply with the relevant Authority's operating permit and licence conditions, where applicable;
- Pay all levies, taxes and duties payable in respect of all vehicles used and staff employed;
- Ensure that any equipment and all vehicles used are in a mechanically sound, roadworthy and clean condition;
- Ensure that all containers are at all times safely loaded onto the haul vehicles. In this regard the Service Provider shall provide all necessary personnel to assist with and supervise the loading and off-loading operations at the facility;
- Minimise the storage of chipped materials for periods of time considered reasonable to the BM, without giving rise to odour, litter, vector and other nuisances. Should the BM be unsatisfied with the volume of chipped waste stored at the facility at any given time, they may instruct the Service Provider to clean the area and remove all material at a cost to be borne by the Service Provider;
- Ensure that all drivers, operators and other employees are properly trained for the work they are required to perform and that all drivers are in possession of a valid drivers licence and Professional Driving Permit appropriate to the class of vehicle being driven. The Service Provider shall ensure that at all times all drivers shall have available for inspection such drivers licence;
- Ensure that all the relevant requirements of the latest Occupational Health and Safety Act, and most recent construction regulations are adhered to;
- Ensure that chipped waste recovered, processed and sold downstream is done so in a responsible manner which complies with all relevant environmental legislation in terms of Permit conditions as well as internal standards set by the BM.

Upon completion or termination of the Contract, the Operating Service Provider shall ensure the facility and all BM plant and equipment are restored and handed over to the BM in a satisfactory and clean condition, with all plant in full working order, together with all maintenance and other records relating to the fixed plant, all to the satisfaction of the BM. The rate tendered for the chipping and composting of garden waste is to include for all costs necessary to meet the requirements stated above.

STAFF AND VEHICLES

The Service Provider shall be required to furnish, maintain and operate sufficient plant and vehicles to undertake the specified services. The Service Provider shall be required to provide all "non-fixed" plant, vehicles, fuel, lubricants, equipment, tools, materials, labour and any other items required to undertake the chipping and composting services described in this tender. A list and description of the plant, vehicles and equipment that will be provided by the Tenderer must be stated in the relevant returnable schedules of the tender document.



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The Service Provider shall be required to maintain all buildings and fixed plant and equipment in a clean, sound condition and in full working order. All regular routine inspections, maintenance and servicing shall be carried out by an approved service provider. The BM may undertake independent plant inspections and audits from time to time and the Service Provider shall ensure that such inspections are fully accommodated. It should be noted that any negligence or abuse to the plant by the Operator and any costs incurred as a result of such negligence or abuse will be for the cost of the Service Provider.

The Service Provider's staff may not under any circumstances interfere with the BM's operations at the Piketberg landfill or Velddrif Transfer Station.

The Service Provider shall insure all of his (or his subcontractor's) own plant and equipment used to undertake the operations required in terms of the Contract.

In the event of vehicle, plant or equipment break-down, the Service Provider will be responsible for all necessary arrangements and costs to restore such vehicle, plant or equipment to full operating order. No costs arising from down-time or stoppages due to failure, servicing or repairs undertaken to mechanical plant or equipment will be paid for by the BM. Costs for repairs resulting from the Operator's failure to adhere to the instructions stated in the Plant and Equipment Operating Manuals shall be paid for by the Operating Service Provider.

All workers and where possible drivers and supervisory staff should preferably be sourced from within the areas being serviced, as approved by the BM. All staff must be properly trained. This training must, apart from functional training include, but not necessarily be limited to safety, customer relations and their rights and obligations in terms of the Labour Relations Act. The staff must also be made to understand that they represent BM on this Contract and are therefore expected to conduct themselves accordingly.

The BM employees may not solicit for gifts, and any "Christmas Box" collection practices or similar solicitation is thus expressly forbidden by the Service Provider's staff. Staff must be provided with the necessary uniforms and protective clothing (PPE), which must be such that staff are easily identifiable as employees of the Service Provider.

The Service Provider must ensure that any spillages occurring during the loading process or for whatever other reason are picked up and managed to limit litter and ensure cleanliness of the site.

RECORD KEEPING

The Service Provider must on a monthly basis provide the BM with detailed information regarding the mass and/or volume of loads received by each vehicle on each day. All the above information must be counted and captured continuously, and weigh bridge slips (where applicable) must be provided as the necessary statistical proof. This information must be recorded on a weekly basis and provided to the BM on a monthly basis in both electronic (Microsoft Excel) and hard copy format.

Reporting on the details and progress of the awareness, marketing and publicity campaigns linked to increasing recycling is to be done to the BM on a quarterly (every four months) basis.

Proof of all transactions, sale or re-use of chipped materials/compost, vehicle registration numbers, date of transaction, volumes and mass per load must be provided on a monthly basis. The Service Provider shall maintain daily, weekly and monthly records and provide them to the BM.

COMPLAINTS HANDLING PROCEDURES



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The BM client service centre will receive complaints and enquiries relative to this Contract. The Service Provider must provide contact telephone and fax/e-mail numbers for both office hours and after-hours for receiving calls forwarded from the call centre or to the Service Provider directly. Response times to complaints are to be measured and records must be kept of the date and time received and completed for each complaint. The Service Provider is to provide BM's representative an electronic record of the above requirement with regards to service complaints and enquiries on a monthly basis.

GENERAL AND SAFETY SPECIFICATIONS

○ PERSONAL PROTECTIVE EQUIPMENT

The Service Provider must ensure that each person carrying out work at or visiting the premises is provided with, and wears at all times, if necessary, all the appropriate personal protective equipment including if required, but not limited to:

- Head protection (safety helmet),
- Protective footwear (laced-up with steel toe protector),
- Hearing protectors (including ear plugs, ear canal caps, ear muffs and hearing protective helmets),
- Eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
- Respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
- Hand protection (including safety gloves),
- Wet weather clothing and footwear,
- Sun protection cream when exposed to excessive sun,
- High visibility safety clothing or safety vests when working close to moving traffic or construction vehicles,
- Is informed of any limitations of the equipment, and
- Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

○ CERTIFICATION OF EMPLOYEES

The Service Provider must ensure that each employee who will be carrying out scheduled work under the relevant regulations holds a recognized qualification or a certificate of competency issued by an approved training authority.

○ DEMARCATION OF WORK AREAS

Work areas that pose a potential danger to people and public, must be visibly or structurally cordoned off with barriers, netting or wire-fencing with hazard tape applied in zig-zag formation. The method used must be suitable for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes. The barriers, netting and wire-fencing hazard tape must be neat and clearly visible. Temporary lighting or effective reflectors shall be implemented if the danger exists that barriers become ineffective during poor visibility or darkness. Clearly visible Safety Signs shall be installed by the Service Provider to alert third parties entering the work area of the dangers / hazards that exists in such a work area. These signs shall comply with SABS standards and shall be appropriate for the type of work performed in the work area.

○ CONDUCT OF SERVICE PROVIDER'S PERSONNEL

The Service Provider shall instruct its employees to comply with the following



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- No one shall enter any part of the BM premises, including the work site, other than for the purpose carrying out the work specified for the project.,
- A Service Provider may not commence with work on a site, before their presence has been notified to the person in charge of the site,
- All staff and Service Provider personnel needing access must be issued by the Service Provider with a suitable form of identification,
- No fire shall be started on the premises, and no leisure activities shall be conducted,
- Personal protective equipment shall be used and worn in accordance with the safety regulations,
- Horseplay, fooling around, skylarking, music, loud-talking or singing, swimming, drinking, practical joking, fighting or acting irresponsibly or in an undignified manner is prohibited. Good discipline must be maintained at all times,
- Stacked items shall be stable and stacked neatly at all times,
- Workers shall not clean dust from overalls or skin with compressed air
- Access to and from the work area, must only be via recognised roads or access ways, and not over fences,
- Every contract employee must be familiar with the meaning of and obey safety signs / symbols,
- Maintenance work (if any) on electrically powered equipment, tools and machinery shall only be performed by suitably qualified personnel,
- The electrical supply to such equipment shall be switched off at the appropriate isolation switch during the time that protective covers are removed and while physical work is performed on any non-insulated electrical component parts,
- The isolation switch to such equipment shall preferably be locked during the time of the maintenance work and the key to such a lock shall be carried by the person performing the maintenance work,
- If it is not possible to lock the isolation switch, the person performing the maintenance work shall secure a clear "Men At Work" sign onto the isolation switch or onto the door or cover that covers such isolation switch,
- The person performing such maintenance work shall before commencing any physical work on non-insulated component parts; ensure that there is no electrical power present at such parts, by performing a test using a reliable instrument,
- Service Provider's employees must obey the barricaded areas and safety signs erected by other Service Providers,
- Certain facilities may be equipped with electrified security fences. These fences should be considered live at all times when working next to them,
- It is essential that good housekeeping be maintained throughout the period of any work both at the work site and in and around any temporary buildings. The working area is to be kept tidy at all times, escape and other access ways kept clear, safety and fire-fighting equipment kept accessible and surplus/scrap material removed daily. Cleaning up only at the end of a job is not considered sufficient. Spillage of oil or chemicals shall be cleared up immediately in view of the hazards of fire, slippery surfaces, toxic substances, etc. Appropriate safety precautions shall be taken during the clearing up,
- Refuse, especially flammable material (waste rags, waste paper etc.), may only be placed in suitably marked refuse bins. The use of flammable solvents and gasoline for cleaning purposes must be avoided,
- The Service Provider's specific attention is drawn to the fact that undisturbed piles of rag or cloth or other media soaked in oil, grease or petrol can spontaneously ignite and must therefore be disposed of on a daily basis in the appropriate manner,
- The dumping of litter in storm water and sewer systems is prohibited,

○ RIGHT OF ACCESS

The BM may refuse access to a work site by any one of the Service Providers personnel who is demonstrably guilty of misconduct, or who has proven by his / her action to have a disregard for any of the relevant health and safety requirements. Such action taken against or by the Service Provider shall



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not result in any claims against the BM by the Service Provider. Incidents involving misconduct includes, but is not limited to:

- Possession of illegal drugs, liquor or other intoxicating substances on the premises,
- Intoxication, and/or consumption of an intoxicating substance,
- Unauthorized possession or use of the property of BM,
- Fighting/assaulting of personnel, residents and or visitors,
- Possession of dangerous weapons,
- Violation of health and safety rules as stipulated in this specification, or any other notice displayed on site.

○ **COMPENSATION FOR INJURY**

The Service Provider must provide proof of registration with the Compensation Fund (COIDA) by means of submitting a valid Letter of Good Standing to the BM. Alternatively, Service Providers must show proof of employee's liability insurance to the satisfaction of the municipality. It is the Service Provider's responsibility to forward any relevant accident / injury documentation and details to the commissioner on behalf of its employees.

○ **REPORTING OF ACCIDENTS AND INCIDENTS**

Any incident, condition or act that could or could have caused injury, damage or loss or affect the environment must be reported to the BM. Such reports shall include but not be limited to the following:

- fatalities and lost-time injuries to its personnel or sub-Service Provider personnel,
- comparable injury to third parties,
- damage to plant or equipment
- loss of containment,
- actual or potential damage to the environment,
- outbreak of fires.

The Service Provider is responsible for reporting, in terms of the OHS Act (85 of 1993), all "reportable incidents" to the Department of labour. Immediate notification shall be followed by a full Incident Investigation Report to the BM's Responsible Person within 24 hours for serious accidents and 72 hours for minor accidents.

○ **ENVIRONMENTAL AWARENESS**

The Service Provider must take note that the work will be carry out in an environmentally sensitive area, and he/she shall:

- Pay due regard to the environment by preserving air, water, soil, animal and plant live from adverse effects of the Service Providers activities and minimize any nuisance which may arise from such operations,
- The Service Provider must at all times adhere to the environmental laws and impact control guidelines and procedures published from time to time,
- Ad-hoc dumping on any part of the facility is strictly prohibited,
- Liquid waste or sludge shall not be allowed to enter the storm water/sewer system or the ocean and should never endanger any wildlife on or in close proximity of the site,
- In the event of any product stored in tanks or pipelines being accidentally, or otherwise, released, the facility manager and/or the relevant municipal official must be informed without delay,
- Machinery to be used at the facility must be fitted with muffling devices to reduce the likelihood of noise pollution.



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○ OCCUPATIONAL HEALTH AND HYGIENE

The Service Provider shall be responsible for the medical welfare of its own and sub-Service Provider personnel. The Service Provider shall ensure that all its personnel and sub-Service Provider's personnel are medically fit to perform their work. If requested by the BM, the Service Provider shall provide medical certificates for its own and sub-Service Provider's personnel. The Service Provider shall adhere to all applicable government regulations or the Municipality's guidelines for medical surveillance or industrial hygiene monitoring. The Service Provider shall ensure that its personnel and sub-Service Provider's personnel maintain the highest standards of hygiene at all times.

EMPLOYER'S OBLIGATIONS

The BM shall be responsible for:

- Providing the clear bags for the Service Provider to distribute to the households,
- Providing access to the MRFs to drop-off the collected recyclable bags,
- Operation of the Access Control and weigh-bridge facilities (where available), recording the tare and payload masses of the incoming recyclable wastes.

MEASUREMENT AND PAYMENT

○ BASIC PRINCIPLES AND METHOD OF MEASUREMENT

The Contract(s) has been so structured as to provide for a contract period of 24 Months.

Variability in the waste quantities can, however, be expected due to seasonal peaks and improvements in the quantity of recycled material.

The Service Provider's tendered rate for undertaking the works must include for all costs necessary to provide full security of the plant, equipment and materials contained within the MRF building. The Service Provider must not rely on the BM to provide any security. The Service Provider shall not be permitted to allow any staff to live on the site.

The Tenderer must submit rates for all items in the Bill for which he wishes to tender. The works not tendered for needs to be indicated as N/A (not applicable). The Service Provider will be required to handle whatever quantity of waste is received from day to day and his monthly payments will be as tendered subject to escalation.

Sale of recovered materials (operation of MRF portions of tender) is for the Service Provider's account.

The tendered rates must include for the allowance in increase or decrease of the gazetted national minimum wage for labour employed under this contract. No additional payment will be made to the Service Provider in the event that legislated minimum wage increases during the contract period.

○ PRICES AND RATES

The rates and prices to be inserted in the Bill of Quantities are to be the full inclusive prices to be paid by the Employer for the service described under the several items. Such rates and prices shall cover all costs and expenses that may be required in and for the rendering of the service, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.



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The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill of Quantities and his attention is drawn to the fact that the Service Provider has the right, under various circumstances, to payment for additional services carried out, and that the Employer's Agent is obliged to base his assessment of the rates or prices to be paid for such additional services on the rates inserted in the Bill of Quantities by the Service Provider.

○ SCHEDULED ITEMS

Fixed Monthly Charge

The unit of measurement shall be per month of rendering the collection and/or operation service and/or chipping and composting service and the Tendered rate shall include full compensation for, inter alia, the following:

- Cost of providing sureties, insurance of plant, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act and the Occupational Health and Safety Act, complying with statutes and by-laws etc and the costs of continuing to meet these obligations;
- Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment to enable the rendering of all the services to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, baling wire, storage facilities, communications, and access facilities, sanitation, the wages of staff and transport costs incurred in connection with such staff. It is a condition of this tender that no staff member may be remunerated at a rate less than the applicable National minimum wage;
- Costs for the control of nuisances, including scattered waste and litter, maintaining the Sites in a neat and clean condition and for dealing with complaints;
- Costs of care and normal maintenance of the Facilities, all buildings and structures, access roads, entrance road, berms and storm water drainage channels, fences, gates and weighbridges;
- Costs of the Service Provider's company and head office overhead costs and costs of all other obligations that are not recovered on the basis of the units of waste managed;
- Allowance for a monthly progress meeting with the BM and all other required electronic and/or telephonic communications with the BM where required;
- Costs of removal from the Facilities of all items established and for making good to the satisfaction of the Municipality's Solid Waste Manager at the conclusion of the Contract;
- Costs necessary to submit to the BM on a monthly basis a detailed account of all records, data and information related to the materials collected and transported and or recycled and or chipped and composted at the facilities in question;
- Costs of providing 24 hr communications and contact for the Site Superintendents.
- Costs of providing 24 hr security at the facilities.

Chipping of existing garden waste stockpiles

The unit of measurement shall be Tonne of garden waste chipped from the existing stockpiles on the Velddrif and/or Piketberg sites, measured when leaving the site, and shall include full compensation for, inter alia, the following:

- Costs of removing obvious contaminants from the garden waste stockpiles;
- Costs of loading garden waste in chipper and chipping the waste;
- Costs of loading the chipped garden waste into containers or vehicles for further transport to a licensed composting facility, transporting it and composting it;
- Costs of maintaining the stockpiles of garden waste and chipped garden waste;



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- Should the quality of chipped material not be to the satisfaction of BM (plastics or unwanted material in chipped bush waste) no payments for chipping will be done;

Chipping of Garden Waste

The unit of measurement shall be the Tonne of garden waste chipped as recorded on leaving the site. For the Piketberg operations the tonnage of chipped waste needs to be confirmed at the weighbridge of the Piketberg RTS. For the Velddrif operation the tonnage of chipped waste needs to be confirmed at the weighbridge of the Velddrif MRF.

The Tendered rate shall include full compensation for, inter alia, the following:

- Costs of removing contaminants from the off-loaded garden waste;
- Costs of loading garden waste in chipper and chipping the waste;
- Costs of loading the chipped garden waste into containers or vehicles for further transport to a licensed composting facility, transporting it and composting it;
- Costs of maintain the stockpiles of garden waste and chipped garden waste;
- Costs for verification of tonnages at Piketberg RTS weighbridge (for Piketberg operations);
- Should the quality of chipped material not be to the satisfaction of BM (plastics or unwanted material in chipped bush waste) no payments for chipping will be done.

Collection of Source-separated recyclable waste

The existing number of service points (households) included in this project is Dwarskersbos (836), Velddrif (including Noordhoek, Laaiplek, and Port Owen) (4,698), Piketberg (2,743) and Porterville (1,740).

The fixed monthly charge tendered for the collection service needs to be linked to the number of service points. Clear and transparent records need to be kept of the number of service points collected from, and the number of bags and tonnages collected. Should collections be required at more or less of the service points given above, the compensation to the service provider will be adjusted pro rata based on the amount tendered, and the actual service points serviced.

Operation of Material Recovery Facilities

In addition to the fixed monthly charge, the Service Provider will be paid an incentive tariff for the recovery of certain recyclable material types. The Service Provider must provide the Employer with monthly weighbridge records of these recyclable materials removed from site.

The incentive tariffs will only be applicable to the seven recyclable material types listed in the Bill of Quantities.

Prime Cost Items

The provisional amount allowed for in the Pricing Schedule is for the maintenance of the site infrastructure (including weighbridges) as requested by the Municipality's Solid Waste Manager. Work under this item will only be carried out upon request from the BM and when requested the Service Provider will obtain three quotations for the requested maintenance work, e.g. the repair or calibration of the weighbridge, and submit it to the Solid Waste Manager for approval.

Escalations



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"The Contract Price shall be subject to contract price adjustment and the rates and prices tendered in the bill of quantities shall be adjusted monthly or as per release from STATSSA.

Where applicable, in terms of the foregoing, the value of the invoices submitted shall be adjusted in accordance with the following Contract Price Adjustment formula:

$$F = (1-x)(a.LtLo + b.PtPo + c.MtMo + d.FtFo - 1)$$

Where:

The value of "x" is 0,15

For the Collection of Residual Recyclable Waste

The values of the coefficients are:

$$a = 0,15 \quad b = 0,30 \quad c = 0,05 \quad d = 0,5$$

"L" is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 3) of STATSSA.

"P" is the Plant Index and shall be the Index for Lorries, trucks and vans exceeding 3,5 tons as published in the Statistical News Release P0151.1 (Table 4) of STATSSA.

"M" is the Materials Index and shall be the Index for Construction tyres as published in Statistical News Release P0151.1 (Table 3) of STATSSA.

"F" is the Fuel Index and shall be the Index for Diesel as published in Statistical News Release P0142.1 (Table 1) of STATSSA.

For the Operation of the Materials Recovery Facilities

The values of the coefficients are:

$$a = 0,40 \quad b = 0,25 \quad c = 0,15 \quad d = 0,20$$

"L" is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 3) of STATSSA.

"P" is the Plant Index and shall be the Index for machinery for sorting, screening, separating, washing, crushing, grinding, mixing and kneading of construction material as published in the Statistical News Release P0151.1 (Table 4) of STATSSA.

"M" is the Materials Index and shall be the Index for construction basic metal products wire of iron or steel as published in Statistical News Release P0151.1 (Table 3) of STATSSA.

"F" is the Fuel Index and shall be the Index for Diesel as published in Statistical News Release P0142.1 (Table 1) of STATSSA.

For the Chipping and Composting of Garden Waste Contracts

The values of the coefficients are:

$$a = 0,15 \quad b = 0,30 \quad c = 0,05 \quad d = 0,50$$



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“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 3) of STATSSA.

“P” is the Plant Index and shall be the Index for machinery for sorting, screening, separating, washing, crushing, grinding, mixing and kneading of construction material as published in the Statistical News Release P0151.1 (Table 4) of STATSSA.

“M” is the Materials Index and shall be the Index for Construction tyres as published in Statistical News Release P0151.1 (Table 3) of STATSSA.

“F” is the Fuel Index and shall be the Index for Diesel as published in Statistical News Release P0142.1 (Table 1) of STATSSA.

The base month for all contracts is MARCH 2025.”

Penalties

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

a) Failure by the Contractor to operate the Site on any of the operating days, or resultant closure of the Site for each hour or part thereof during the agreed operating hours.

R1 000 for first hour or part thereof, escalating by R500 for each further one-hour period or part thereof.

b) Failure by the Service Provider to adequately cover containers during transportation.

R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R5 000 per occurrence, plus the full cost for clearing the litter caused because of default in this regard.

c) Any proven deviation from the operation.

R2 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R5 000 per occurrence.

d) Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the Engineer/Waste Officer) within 8 working hours of occurrence:

R1 000 for first occurrence, escalating by R500 for each further occurrence to a maximum of R5 000 per occurrence.

e) Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control:

R1 000 for first occurrence, escalating by R500 for each further occurrence to a maximum of R5 000 per occurrence.

f) Any deviation from the operating waste management licence conditions (linked to scope of work), which includes the “Minimum Requirements for Waste Disposal by Landfill, 1998”.

R1 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R5 000 per occurrence.



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g) Receiving and treatment of waste types not included in the scope of work for this contract:

R5 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R10 000 per occurrence.

h) Failure by the Contractor to chip the bush waste within one week of it being off-loaded thereby allowing it to dry out.

R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.

i) Failure by the Contractor to ensure that the stockpile of bush waste (created from start of contract) remains smaller than 300m².

R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.

j) Failure by the Contractor to ensure that the maximum size in any dimension of individual chips is less than 50mm.

R1 000 per 30m³ container load (or part thereof) for first occurrence, escalating by R1000 per container for each further occurrence to a maximum of R10 000 per container.

k) Failure by the Contractor to transport the chipped waste within forty-eight hours of it being chipped and thereby allowing it to dry out (where not composted on site).

R1 000 per 30m³ container load (or part thereof) for first occurrence, escalating by R1000 per container for each further occurrence to a maximum of R10 000 per container.

l) Failure by the Contractor to ensure that the stockpile of chipped bush waste remains smaller than 90 m³.

R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.

m) Failure by the Contractor to chip the bush waste and then reducing the stockpile of bush waste by transporting the bush waste.

R1000 per container of bush waste transported.

n) Failure by the Contractor to provide back-up chipping equipment within forty-eight hours in the event of equipment failure.

R1 000 per occurrence, escalating by R1000 per day or part thereof.

o) Failure by the Contractor to adequately recover the recyclable waste at the MRF based on the quantity of obvious recyclables in the tailings to landfill.

R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.

The above penalties do not attract VAT and will be deducted from the value of the completed work before the calculation of VAT.

Employer reserves the right to terminate the Contract if the Contractor is in breach of Contract and fails to rectify such breach of Contract after a second written warning was issued to the Contractor without the necessary remedial action being taken.”



BERGRIVIER MUNICIPALITY

SPECIFIC UNDERTAKING BY SERVICE PROVIDER'S MANAGEMENT INCLUDING METHOD STATEMENTS

We/I, representing the Service Provider, have read and understand the Technical Specifications and the Health, Safety & Environmental requirements stated herein and we undertake to adhere to the letter and spirit of these specifications. We undertake to train our employees and to enforce the implementation thereof at all levels in our organisation.

We understand that the breach of the Health, Safety & Environmental rules will be considered as a serious breach of this agreement and that it can lead to the permanent cancellation of this agreement, and the concomitant recovery of any losses suffered by the Bergrivier Municipality.

We further undertake that our understanding of the work is described in the Method Statement attached to this Schedule (**Method statement to be attached for Waste Collection and/or MRF Operation and/or Chipping and Composting depending on work tendered for. Failure to provide method statement will result in non-responsiveness of the tender.**)

INFRASTRUCTURE/PLANT AVAILABLE ON EACH SITE

MATERIALS RECOVERY FACILITY (MRF):

PIKETBERG:

- ENCLOSED BUILDING WITH AN AREA OF ±550 M² CONSISTING OF TWO ROLLER DOORS FOR ACCESS
- BH15 BALER
- THREE PHASE POWER
- STORAGE AREA ON THE OUTSIDE
- ABLUTION FACILITIES AND OFFICE AREA

VELDDRIF:

- ENCLOSED BUILDING WITH AN AREA OF ±550 M² CONSISTING OF TWO ROLLER DOORS FOR ACCESS
- THREE PHASE POWER
- STORAGE AREA ON THE OUTSIDE
- ABLUTION FACILITIES AND OFFICE AREA

CHIPPING & COMPOSTING:

BOTH PIKETBERG AND VELDDRIF EACH HAVE A **BANDIT MODEL 90 XP WOOD CHIPPER** THAT CAN BE USED. THE OPERATION AND MAINTENANCE OF THESE MACHINES WILL BE THE RESPONSIBILITY OF THE SERVICE PROVIDER.

Name & Surname of service providers:

Identity No of owner:

Postal address of service provider:



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Signature of service provider:

Date:

Note: The above assets listed (infrastructure/plant) belong to the Municipality. The service provider must ensure that care is taken to maintain the condition of all Municipal assets for the duration of the tender.



BERGRIVIER MUNICIPALITY

SCHEDULE OF PLANT AND EQUIPMENT

(7 A) WASTE COLLECTION

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted (i.e. bakkie & trailer or small truck at least 2 m³ loading capacity). Also provide proof of backup equipment in the event of breakdowns.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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BERGRIVIER MUNICIPALITY

(7 B) OPERATION OF MRF FACILITIES

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted (i.e. baler, glass crusher, sorting tables, forklift, truck to cart bales away from site etc.). Also provide proof of backup equipment in the event of breakdowns.

3. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

4. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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BERGRIVIER MUNICIPALITY

(7 C) CHIPPING AND COMPOSTING

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted (i.e. wood chipper, loader etc.). Also provide proof of backup equipment in the event of breakdowns.

5. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

6. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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BERGRIVIER MUNICIPALITY

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT AND COMPLETED CONTRACTS

Please attach to this Schedule all detailed information of all similar current and completed contracts undertaken by the Service Provider. The contact number for references needs to be a current contactable number, a referee letter from the client describing the performance of the contractor is required. The Tenderer **must** have at least 3 (three) current or completed projects of a similar nature within the last 5 (five) years to be eligible for this tender.

(8 A) WASTE COLLECTION

CURRENT CONTRACTS						
Client (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
COMPLETED CONTRACTS						
Client (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--------------------------------------------------------------------------------	--



BERGRIVIER MUNICIPALITY

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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(8 B) OPERATION OF MRF FACILITIES

CURRENT CONTRACTS						
Client (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
COMPLETED CONTRACTS						
Client (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



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(8 C) CHIPPING AND COMPOSTING

CURRENT CONTRACTS						
Client (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
COMPLETED CONTRACTS						
Client (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



BERGRIVIER MUNICIPALITY

SCHEDULE OF WORK EXPERIENCE OF THE KEY STAFF

Experience of the key staff in relation to the scope of work will be evaluated from two different points of view:

1. General qualifications, level of education of each key staff member.
2. The experience of the key staff members, in the specific field of chipping/compost operation, collection of waste materials or operation of a MRF.

Failure to provide the details and a basic organogram of the staff will deem the tender as non-responsive.

A CV of each key staff member of not more than 2 pages must be attached to this schedule to be eligible. The CV should be structured under the following headings:

1. Personal particulars
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

The names of the key personnel must be given below and the same person may not perform more than one key role:

Transport Manager	
MRF Operations Manager	
Chipping & Compost Operator	

Transport Supervisor	
MRF Operations Supervisor	
Chipping & Compost Supervisor	

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	



BERGRIVIER MUNICIPALITY

NAME OF FIRM	
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BERGRIVIER MUNICIPALITY

FORM OF OFFER AND ACCEPTANCE

NOTE:

2. This form must be completed 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 will be in possession of originally signed contracts for their respective records.

3. **NO correction fluid/tape may be used.**

a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

4. **The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.**

a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES					NO		
If "YES", please provide VAT number								

1. OFFER

- 1.1 The BM, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **TENDER 8/3/6 MN53-2025**
- 1.2 The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3 By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **BM** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.
- 1.4 **Bidders must provide pricing for the individual items, listed in the pricing schedule and summarized below, clearly indicating which portions of the work are not tendered for, failing which could lead to the disqualification of a bid.** Kindly note that the municipality reserves the right to replace, amend, withdraw or supplement the specifications, and to award the job either in part or as a whole.

Pricing below to be calculated for the 24-month period.

Collection of Source-separated Recyclables in the Porterville area to be delivered to Piketberg MRF

THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:

In figures:	R
In words:	



BERGRIVIER MUNICIPALITY

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Collection of Source-separated Recyclables in the Piketberg area to be delivered to Piketberg MRF

THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:

In figures:	R
In words:	

Collection of Source-separated Recyclables in the Velddrif and Dwarskersbos area to be delivered to Velddrif MRF

THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:

In figures:	R
In words:	

Operation of the Piketberg MRF

THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:

In figures:	R
In words:	

Operation of the Velddrif MRF

THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:

In figures:	R
In words:	

Chipping and Composting of Garden Waste at the Velddrif MRF



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THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

<u>Chipping and Composting of Garden Waste at the Piketberg Landfill</u>	
THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

<u>SUMMARY OF ALL ITEMS TENDERED FOR</u>	
THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:	
In figures:	*R
In words:	*

- If tendering for the operation of the MRFs, remember to include the provisional sums

1.5 This Offer may be accepted by the BM by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Service Provider** in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organization)</i>	Date	
Signature of witness:			



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2. ACCEPTANCE

- 2.1 By signing this part of this Form of Offer and Acceptance, the BM identified below accepts the tenderer's Offer. In consideration thereof, the BM shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the BM and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2 Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the BM during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3 It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the BM:	Bergrivier Municipality, Kerk Street, Piketberg, 7320	
Name of witness:		Date:
Signature of witness:		



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PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable **BLACK** ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____ of
the firm _____

hereby offer to BERGRIVIER Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the BERGRIVIER Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Are you/is the firm a registered VAT Vendor	INDICATE WITH AN 'X'							
	YES					NO		
If "YES", please provide VAT number								

Please note the following:

1. Bergrivier Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted, and non-firm prices will not be considered.



BERGRIVIER MUNICIPALITY

1. COLLECTION OF SOURCE-SEPARATED RECYCLABLE WASTE (linked to number of service points given)					
Nr	Item	Unit	Quantity	Rate	Amount
	PIKETBERG				
1.1	From the Piketberg area to be transported to the Piketberg MRF	Month	1		
SUBTOTAL (to Form of Offer)					
	PORTERVILLE				
1.2	From the Porterville area to be transported to the Piketberg MRF	Month	1		
SUBTOTAL (to Form of Offer)					
	VELDDRIF				
1.3	From the Velddrif and Dwarskersbos areas to be transported to the Velddrif MRF	Month	1		
SUBTOTAL (to Form of Offer)					
2. OPERATION OF THE MATERIALS RECOVERY FACILITIES					
Nr	Item	Unit	Quantity	Rate	Amount
	VELDDRIF				
2.1	Operation of the Velddrif MRF	Month	1		
2.2	Prime Cost Sum for Maintenance of infrastructure at Velddrif MRF (Provisional Amount)	Sum	Fixed amount for 24 months	R150 000.00	R150 000.00
SUBTOTAL (to Form of Offer)					
	PIKETBERG				
2.3	Operation of the Piketberg MRF	Month	1		
2.4	Prime Cost Sum for Maintenance of infrastructure at Piketberg MRF (Provisional Amount)	Sum	Fixed amount for 24 months	R100 000.00	R100 000.00
SUBTOTAL (to Form of Offer)					
3. CHIPPING AND COMPOSTING OF GARDEN WASTE (Provisional Quantities)					
Nr	Item	Unit	Quantity	Rate	Amount
	VELDDRIF				
3.1	Chipping & Composting of existing garden waste stockpile at the Velddrif MRF	Tonne	2 000		



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3.2	Chipping & Composting of incoming garden waste at the Velddrif Transfer Station	Tonne	5 000		
SUBTOTAL (to Form of Offer)					
PIKETBERG					
3.3	Chipping & Composting of existing garden waste stockpile at the Piketberg MRF	Tonne	1 000		
3.4	Chipping & Composting of incoming garden waste at the Piketberg landfill	Tonne	3 000		
SUBTOTAL (to Form of Offer)					
Sub-Total of Items Tendered for					
15% Value Added Tax on Items Tendered for					
Tender Total					

Note: Quantities of garden waste may differ depending on the season. The above quantities are used for evaluation purposes. Additionally, pricing must be summarised on pages 31 and 32.



BERGRIVIER MUNICIPALITY

DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / BM during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



BERGRIVIER MUNICIPALITY

14. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

7. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

8. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
----------------------------------------------------------------------------------------	--



BERGRIVIER MUNICIPALITY

15. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY

16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Attach additional pages if mores space is required.Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)						
SIGNATURE				NAME (PRINT)		
CAPACITY				DATE		
NAME OF FIRM						



BERGRIVIER MUNICIPALITY

17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--------------------------------------------------------------------------------	--



BERGRIVIER MUNICIPALITY

18. FORM OF OFFER AND ACCEPTANCE

NOTE:

5. This form must be completed 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 will be in possession of originally signed contracts for their respective records.

6. NO correction fluid/tape may be used.

a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

7. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.

a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

- 1. OFFER**
- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **TENDER 8/3/6-2025 MN53-2025**
 - 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
 - 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

2. THE ALL-INCLUSIVE RATE/AMOUNT OFFERED IS:

In figures:	R	
In words:		

2.1. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organization)</i>	Date	
Signature of witness:			



BERGRIVIER MUNICIPALITY

3. ACCEPTANCE

- 3.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 3.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 3.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Bergrivier Municipality, Kerk Street, Piketberg, 7320	
Name of witness:		Date:
Signature of witness:		



BERGRIVIER MUNICIPALITY

19. PRICING SCHEDULE

NOTE:

6. Only firm prices will be accepted. Non-firm prices will not be considered.

7. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.

8. Document **MUST** be completed in non-erasable black ink.

9. **NO** correction fluid/tape may be used.

a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

10. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.

a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

hereby offer to BERGRIVIER Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the BERGRIVIER Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'			
	YES		NO	
Are you/is the firm a registered VAT Vendor				
If "YES", please provide VAT number				

Please note the following:

- BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
- Only firm prices will be accepted and non-firm prices will not be considered.



BERGRIVIER MUNICIPALITY

20. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



BERGRIVIER MUNICIPALITY

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. S. Wilschut

Ref: 6/1/1

Tel: (022)913 6000

Fax: (022)913 1380

E-mail: wilschuts@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

“In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for **an original tax clearance certificate and/or any other certificates/documents** as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer.”

Therefore, BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

Adv. Hanlie Linde
Municipal Manager

28 March 2025



BERGRIVIER MUNICIPALITY

SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35,0 million
	Small	50	17,0 million
	Micro	10	7,0 million
Mining and Quarrying	Medium	250	210,0 million
	Small	50	50,0 million
	Micro	10	15,0 million
Manufacturing	Medium	250	170,0 million
	Small	50	50,0 million
	Micro	10	10,0 million
Electricity, Gas and Water	Medium	250	180,0 million
	Small	50	60,0 million
	Micro	10	10,0 million
Construction	Medium	250	170,0 million
	Small	50	75,0 million
	Micro	10	10,0 million
Retail, motor trade and repair services	Medium	250	80,0 million
	Small	50	25,0 million
	Micro	10	7,5 million
Wholesale	Medium	250	220,0 million
	Small	50	80,0 million
	Micro	10	20,0 million
Catering, Accommodation and other Trade	Medium	250	40,0 million
	Small	50	15,0 million
	Micro	10	5,0 million
Transport, Storage and Communications	Medium	250	140,0 million
	Small	50	45,0 million
	Micro	10	7,5 million
Finance and Business Services	Medium	250	85,0 million
	Small	50	35,0 million
	Micro	10	7,5 million
Community, Social and Personal Services	Medium	250	70,0 million
	Small	50	22,0 million
	Micro	10	5,0 million



Lindiwe D Zulu, MP
Minister of Small Business Development
 Date: 23/09/2018