

# GREATER TZANEEN MUNICIPALITY



**BID DESCRIPTION: MANAGEMENT OF TZANEEN LANDFILL SITE**

**BID NUMBER: SCMU 05/2024**

**NAME OF THE BIDDER: .....**

.....

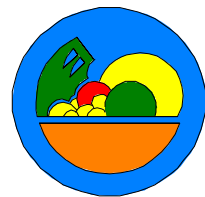
**BID AMOUNT: R..... (VAT Incl.)**

**AMOUNT IN WORDS: .....**

..... R

**CLOSING DATE: 18 MARCH 2024 @ 12H00**

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**MBD1**  
**GREATER TZANEEN MUNICIPALITY**  
**GROTER TZANEEN MUNISIPALITEIT**  
**MASIPALA WA TZANEEN**  
**MASEPALA WA TZANEEN**

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**SUPPLY CHAIN MANAGEMENT UNIT**  
**DEPARTMENT: COMMUNITY SERVICE**

**BID DESCRIPTION: MANAGEMENT OF TZANEEN LANDFILL SITE**

**BID NO: SCMU 05/2024**

Bids are hereby invited from interested service providers for Management of Tzaneen Landfill Site for Greater Tzaneen Municipality. Bid documents are obtainable at the Municipal website ([www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za))

**NB:** Downloaded bid documents still require the prescribed payment to be paid and Supply Chain Offices; Agatha Street, **upon a non-refundable fee of R2000.00** or **deposited to the following banking details: Greater Tzaneen Municipality; Absa Bank; Acc no:4051444332 reference number please write the name of the company and bid Number.**

**Interested bidders must attach proof of the following documents to avoid disqualification:**

Proof of payment for tender document (**attach slip / receipt**); Copy of company registration certificate/documents from CIPC; Certified ID copies of all directors; Tax compliance status Pin or certificate; Copy of current municipal account (not older than 3 months) if the statement of water and lights is not on your names, please attach affidavit commissioned by oath from SAPS supporting your residential addresses as per attached statement or copy of Lease Agreement and 3 Month proof of payment only (No statements) for the company and directors ; Certified copies of Permission to Occupy (PTO's) land for bidders residing in Tribal Authority's areas of jurisdiction or confirmation letter from Tribal Authority for bidders residing in rural areas; CSD registration summary report (not older than 3 months); Joint Venture Agreement (In case of a Joint Venture) legally signed by both parties; Company's 3 years audited Annual Financial Statement, attach ISO 14001:2015 certificate (Waste Management) issued by a SANAS accredited company( validity of certificate will be verified with IAF certification validation) Copy of a valid waste transportation permit issued by the Limpopo Department of Economic Development, Environment and Tourism(LEDET); Copies of valid membership of IWMSA for Company, ALL directors and Project manager( membership for company should be older than three(3) years; Proof of ownership of plant and equipment(as listed in BOQ); Lease agreement for a turb grinder; CIDB grading: 7 CEPE; Copies of valid road worthy certificates (not older than 6 months), Letter of Good Standing from Department of Labour; Compulsory briefing session.

Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: SCMU 05/2024, Postal Address and contact details of the bidder.

Bid document will be available at [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za) and Supply chain Management office on the date of advert.

**Compulsory Briefing session will be held on 28 February 2024 @ 10h00 Old fire station, Greater Tzaneen Municipality**

**Closing date: 18 March 2024 @ 12:00. Public bid opening will take place.**

## **EVALUATION OF BIDS**

The Evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality: Relevant company experience – 30 Points; Key Personnel – 15 Points; Plant and Equipment – 55 Points; only bidders who obtain 70 Points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

### **Bidders shall take note of the following bid conditions:**

- a. Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid.
- b. Specific goals in terms of the preferential procurement regulations 2022 will apply on this bid.
- c. Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.
- d. Contract period: 36 months.
- e. CIDB Grading: 7 CEPE
- f. Council reserves the right to negotiate further conditions with the successful bidder.
- g. Council reserves the right not to appoint.
- h. No bidder will be appointed if not registered on Central Supplier Database.
- i. Council have the right to appoint more than one bidder;
- j. Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

**Technical enquiries should be directed to Ms M Machumele @ 015 307 8296**

**Administrative enquiries relating to the tender be directed to Mrs. Z Ramothwala @ 015 307 8199**

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Mr. D Mhangwana  
Municipal Manager  
Greater Tzaneen Municipality

**PART B.1 Form of bid**

Bid for contract number: SCMU 05 / 2024

I/We, the undersigned:

Bid for an amount ..... % (vat inclusive) and.

- a) Bid to supply and deliver to the Greater Tzaneen Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract.
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution.
- c) Further agree to be bound by those conditions, set out should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in Part I, J, K, L and M; N; O”
- f) Declare that the relevant authorised person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at .....this ..... Day of .....20.....

\_\_\_\_\_ Signature Name of Firm: \_\_\_\_\_ Address:  
\_\_\_\_\_

As Witness:

1. Name \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_ Signature: \_\_\_\_\_

2. Name \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_ Signature: \_\_\_\_\_

**State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise. I/We the undersigned am/are authorized to enter into this contract on behalf of:**

\_\_\_\_\_

By virtue of \_\_\_\_\_

Dated \_\_\_\_\_ a certified copy of which is attached to this bid. Signature of authorized person: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Postal Address: \_\_\_\_\_

As witness:

1. Name: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed in the column on the form provided for that purpose. Failure to sign the form of bid and initialling each page of the bid document will result in disqualification of the bidder. Bidders must sign this Form of Bid as well as PART "F," attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties.

**Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.**

Bank account details of Bidder:

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

Type of Account: \_\_\_\_\_

**Proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).**

**PART B. 2 Bidding Information**

Details of person responsible for bidding process Name:

\_\_\_\_\_

Contact number: \_\_\_\_\_

Address of office submitting bid: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax no: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Authority for signatory Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be. An example for a company is shown below:

“By resolution of the board of director(s) passed on \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

Mr/ Mrs. \_\_\_\_\_

Has been duly authorized to sign all documents in connection with the bid for

Contract \_\_\_\_\_

No \_\_\_\_\_

And any contract, which may arise there from on behalf of Signed on behalf of the company:

\_\_\_\_\_

In his capacity as: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of signatory as witness:

1. Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_

2. Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_

## **PART C General undertakings by the bidder**

### 1.1 Definitions

1.1.1 “Acceptable bid” means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.

1.1.2 “Chairperson” means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.

1.1.3 “Municipal Manager” means the Accounting Officer or Municipal Manager of the Municipality.

1.1.4 “Committee” refers to the Bid Adjudication Committee.

1.1.5 “Council” refers to Greater Tzaneen Municipality.

1.1.6 “Equity Ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise.

1.1.7 “HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

1.1.8 “Member” means a member of the Bid Adjudication Committee.

1.1.9 “Historically Disadvantaged Individual (HDI)” means a South African citizen- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or (ii) Who is a female; and/ or (iii) Who has a disability?

1.1.10 “Service providers” refers to the bidders who have been successful in being awarded Council contracts.

1.1.11 “SMMEs” (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

1.1.12 “Contract” refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.

1.1.13 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods

1.1.14 “Contractor” means any natural or legal person whose bid has been accepted by the Council.



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

1.1.16 “Order” means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.

1.1.17 “Written” or “in writing,” means handwritten in ink or any form of mechanical writing in printed form.

1.1.18 Functionality” means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

## **1.2 INTERPRETATION:**

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -

1.2.2 An expression which denotes: -

1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;

1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby Bid:

1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.

1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that: The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s)

and/or Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality.

2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid.

2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract.

2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee, or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client.

2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have

participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s) involved.....

**PART D:**

**GENERAL CONDITIONS OF CONTRACT GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA**

**Government**

**Procurement: Greater Tzaneen Municipality**

**General Conditions of Contract July 2010**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter. The General Conditions of Contract will form part of all bid documents and may not be amended. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
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- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments

19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **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. 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.

1.13 “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.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “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.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “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.

1.25 “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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **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

5.2.1 Except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.3.1 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.

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.

## **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:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) 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

## **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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services 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.

8.7 Any contract supplies 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 supplies 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 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. INSURANCE**

11.1 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 in the SCC.

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) 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 in SCC, 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:

(a) 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

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) 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 those 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 in SCC, 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 in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. PRICES** 17.1 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. CONTRACT AMENDMENTS**

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

## **19. ASSIGNMENT**

19.1 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**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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.

21.5 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 21.2 Without the application of penalties.

21.6 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**

22.1 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:

(a) 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.

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) 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 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 intended penalty as not objected against and may impose it on the supplier?

23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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: (i) The name and address of the supplier and / or person restricted by the purchaser; (ii) The date of commencement of the restriction (iii) The period of restriction; and (iv) 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**

24.1 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 favourable 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**

26.1 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.

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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) The purchaser shall pay the supplier any monies due the supplier.

## **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;

(a) 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

(b) 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**

29.1 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**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise provided in SCC.

## **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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 PROHIBITION OF RESTRICTIVE PRACTICES**

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998

## **PART E GENERAL PROCEDURES**

### **1. General Directives**

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders, and contracts, unless otherwise approved by the Council prior to the invitation of the bids.

2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.

3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.

4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.

5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.

6. All bids with regard to the bidding of a service e.g., materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.

7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

8. Process for competitive bidding Following are procedures for a competitive bidding process for each of the following stages:

#### **8.1 Compilation of bidding documentation**

(a) Take into account – ♣ The general conditions of contract; ♣ Any Treasury guidelines on bid documentation; and ♣ The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.

(b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

(c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4

(d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):

- ♣ If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement – \* For the past three years; or \* Since their establishment if establishment during the past three years
- ♣ A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
- ♣ Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- ♣ A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## 8.2 Issuing of bid documents

on the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation. The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder. No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit. The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

### 8.3 Payment of bid documents

To ensure that only bona fide bidders collect documentation, and to recover printing costs, bid documents will be issued only after payment of the following amounts to the cashier:

Category Contract	Contract Value	Bid Payment
Micro	R30 000 – R200 000	R200.00
Small	R200 001 – R1000 000	R700.00
Medium	R1000 001 – R2 Million	R1500.00
Large	Above	R2000.00
Professional Services		R5000.00

### 8.4 Public Invitation for Competitive bids

the following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following: The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:
  - \* **Bid number,**
  - \* **Description of the requirements**
  - \* **Closing date and time.**

**\* The name and telephone numbers of the contact person for any enquiries.**

**8.5 Inspection on loco A fully explanatory site inspection will be conducted.**

**8.6 Handling of bids submitted in response to public invitation**

**(a) Closing of bids**

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by and explanation.

**(b) Opening of bids**

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

**8.7 Validity of the bids**

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

**8.8 Consideration of bids**

The Council takes all bids duly admitted into consideration. • The Council reserves the right to accept the lowest or any bid received • The decision by the Municipality regarding the awarding of a contract must be final and binding

**8.9 Evaluation of bids**

The following are criteria against which all bids' responses will be evaluated:

- i) Compliance with bid conditions
  - ⊖ Bid submitted on time
  - ⊖ Bid forms signed and each page initialled

- ⊗ All essential information provided
- ⊗ Certified ID copies
- ⊗ Proof of work experience (attach CV)
- ⊗ Submission of an original Tax Clearance Certificate, MBD 2
- ⊗ Submission of Company Registration Certificate
- ⊗ Submission of a Joint Venture Agreement, properly signed by all parties
- ⊗ Payment of Municipal Rates

And all requirements as per advert

- ii)** Meeting technical specifications and comply with bid conditions.
- iii)** The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

### **2.10 Evaluation of bids on functionality and price**

- (i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- (iii)** When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- (iv)** The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v)** The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- (vi)** The number of points scored for achieving Government's Broad-Based Black Economic
- (vii)** Empowerment Objectives must be calculated separately and must be added to the points
- (viii)** Scored for functionality and price.
- (ix)** Only bid with the highest number of points be selected.

### **2.11 Acceptance of bids**

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form.

Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

### **2.12 Publication of bid information**

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

### **2.13 Cancellation and re-invitation of bids**

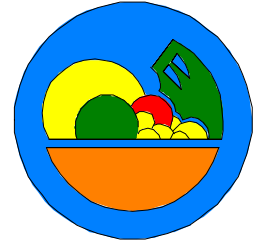
(i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.

(ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled.

(iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point 30 system to be applied.

(a) A bid may be cancelled before award if:

- ⊗ Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
- ⊗ Funds are no longer available to cover the total envisaged expenditure, or
- ⊗ No acceptable bids were received



**PART F**  
**SPECIFICATION**

**GREATER TZANEEN MUNICIPALITY**

**GROTER TZANEEN MUNISIPALITEIT**

**MASIPALA WA TZANEEN**

**MASEPALA TZANEEN**

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**BID SPECIFICATION**

**SERVICE LEVEL SPECIFICATIONS**  
**MANAGEMENT OF TZANEEN LANDFILL**  
**SITE INDEX**

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**CHAPTER ONE**  
**SCOPE OF WORK**

1) General description of services required:

- a) This contract provides for the supply of labour, plant, tools, equipment and management necessary to operate the Tzaneen Landfill in an effective and environmentally sound manner. Landfill site which receives general domestic waste from the following areas:

Tzaneen, Nkowankowa, Lenyenye, Haenertsburg, Letsitele, and the rural areas in the four clusters: Relela, Runnymede, Bulamahlo and Lesedi. We also receive domestic waste from Greater Letaba municipality.

Such management includes access control, weighing and recording of waste disposed, garden waste diversion, reclamation and daily compaction and covering.

- b) Construction of new cells for landfilling once the designated cells have been filled up.
- c) Construction and maintenance of a wet cell for use during the rainy season.
- d) Maintenance of access road for the duration of the contract.
- e) Maintain fire breaks and vegetation control on completed cells.
- f) Maintain the oatway pit, and when required to do so also apply trenching method.
- g) Maintenance of drop-off centre for recyclables.

## **CHAPTER TWO**

### **Requirements**

- 1) Verification of attendance of a compulsory briefing session.
- 2) Public liability insurance.
- 3) Three (3) year's annual financial statements
- 4) A valid letter of good standing from the Department of Employment and labour.
- 5) A valid permit to transport waste from the Limpopo Department of Economic development, Environment, and tourism.
- 6) A valid SHEQ ISO14001:2015 (Waste management) issued by a SANAS accredited certification provider.
- 7) CIDB grading 7 CEPE ( Tender includes construction of wet weather cell and temporary access road)
- 8) A valid road worthy certificate for all trucks not older than six months.
- 9) Valid membership of IWMSA for the company, all directors and project manager.
- 10) Proof of ownership of ALL listed plant and equipment in the BOQ. (These are used in the daily operations of the landfill site)
- 11) Lease agreement for a turb grinder.(Used as and when needed)
- 12) Occupational health and safety plan which covers all aspects of the operations

**CHAPTER THREE**  
**Treatment & Disposal Specifications**  
**Landfill-Site Management**

1) Detail of the Landfill

- a) This contract provides for the supply of labour, plant, tools, equipment and management necessary to operate the Tzaneen Landfill in an effective and environmentally sound manner.
- b) The Landfill is an existing Landfill, permitted as a G.M.B. (-) Landfill & is situated  $\pm$  2, 5 kilometers on the Agatha road from the Ben Vorster turn off, south of Tzaneen.
- c) The Tenderer must ensure a proper understanding and interpretation of operational details of the Landfill included inter alia in the following plans viz:-
  - i) Location map
  - ii) Development & construction map
  - iii) Drainage map
  - iv) Minimum Requirements for Landfill Operations (2nd Edition D.W.A.F.)
  - v) Landfill Permit requirements

2) Operations

- a) The Contractor are required to comply with specifications of the design & construction plan at all times
- b) The operation of the Landfill site must be done in accordance with all the requirements & attachments applicable.
- c) General Description.
  - i) This contract provides for the supply of all labour, plant, tools, equipment, infrastructure and management necessary to operate the Tzaneen Landfill site in an effective and environmentally sound manner
  - ii) The Tzaneen Landfill site is classified and permitted as a medium landfill for general waste with no significant leach ate production(G.M.B.-)
  - iii) Effective & efficient recycling must be undertaken on the Landfill by means of the following:-
    - (1) Erection, establishment, operation & maintenance of a D.o.C. (Drop of Center) for all recyclables items.

- (2) The D.o.C. must be situated as near as possible to the main entrance.
- (3) Provided with a weather-proof surface to allow for effective storm water drainage.
- (4) 8 x 6m<sup>3</sup> Bulk containers to be provided for bulk collection to for each commodity separately
- (5) The Contractor ensure that all recyclables shall be made available to Licensed/Permitted M.R.F.'s (Material Recycling Facilities)

d) Source of waste

- i) The waste consisting of domestic-, business-, garden- , inert- and commercial waste originates from
  - (1) Tzaneen
  - (2) Nkowankowa
  - (3) Lenyenye
  - (4) Haenertsburg
  - (5) Letsitele
  - (6) Modjadjiskloof / Ga-Kgapane
  - (7) Rural areas within the area of jurisdiction of Greater Tzaneen Municipality
- ii) For the duration of the contract and any extensions thereto, it will be the Contractor's responsibility to make known to the Head of Tzaneen Solid Waste any interest he or any personnel may have in any other undeclared waste being disposed of at the Tzaneen Landfill.
- iii) In addition should this position change, the Contractor will be obliged to inform the Head of Division Tzaneen Solid Waste thereof within 14 (fourteen) days of any such change.
- iv) **ANY OBVIOUS ABUSE OF THIS ENTITLEMENT WILL RESULT IN THE IMMEDIATE CANCELLATION OF THIS CONTRACT.**

e) Waste quantities

- i) The total estimated quantity of waste received per day is ± 350-450m<sup>3</sup> (70 -90 tons) per day and consist of domestic, business, commercial and garden waste with notable amounts of builders rubble.
- ii) The Contractor must keep detail record of all volumes of refuse as per prescribed documentation.

f) Waste Types

- i) The Landfill is licensed as a G.M.B. (-) Landfill for the handling & disposal of (G) Waste.
- ii) The Contractor will be required to handle all incoming (G) waste as pre-defined and pre-scribed in the NEWMA (National Environmental Management Waste Act 59/2008) egg.-

- (1) Domestic waste
- (2) Garden / organic waste
- (3) Builders rubble
- (4) Business waste
- (5) Commercial waste
- (6) Inert waste
- (7) Animal carcasses
- (8) Other pre-defined (G) Waste as pre-defined in NEWMA
- (9) (H) Waste (Hazardous waste) is not being allowed to be disposed of at the Landfill
  - (a) The Contractor must ensure at the point of entry that, by means of physical inspections of the each load, that no (H) Waste shall be disposed of at the site
  - (b) The Contractor must contain all such (H) Waste & immediately & ensure that all such (H) Waste be handed in accordance with the ‘‘ Minimum Requirements’’ to be disposed of at an (H) Waste disposal-site a.s.a.p. egg.
    - (i) Inorganic oils
    - (ii) Fluorescent tubes
    - (iii)WEEE Waste
    - (iv)HCRW Waste
    - (v) Other pre-defined (H) Waste pre-defined in NEWMA (National Environmental Management Waste Act 59/2008)

g) Recording of data.

- i) The Contractor will be required to record all relevant details of any person, vehicle or operator who enters the Landfill Site
- ii) Any attempts to disposed of unacceptable & or (H) waste on the Landfill must be diarized.
- iii) Advise of the locality of the nearest (H) waste facility where such waste can be safely disposed of , and a removal service must rendered to such clients at the clients cost
- iv) The Head of the Solid Waste Division should be informed accordingly

h) Quality & Standards

- i) The Contractor must ensure to perform excellent quality service in compliance with the following regulations / by-laws / plans viz:-
  - (1) National Environmental Management Waste Act (Act 59/2008)

- (2) Construction / Design Landfill-plan
- (3) Minimum Requirements for Landfill Operations (2 nd Edition D.W.A.F.)
- (4) Landfill Permit requirements
- (5) Tzaneen Solid Waste By-Laws

i) Measurements

- i) All waste received at the Landfill shall be measured and controlled in terms of all vehicles entering the Landfill as follows viz:
  - (1) Volumes as (m<sup>3</sup>)
  - (2) Tonnages as (kg`s) over the weigh-bridge
- ii) Details must be carefully recorded as per applicable attachment (entrance control register)
- iii) The format of document and methodology can be reconciled from time to time by and per instruction of the Head of Solid Waste Management
- iv) The Contractor shall ensure that every incoming vehicle load is checked and accurate determining its load / weigh & contents
- v) Details to be documented (on a form or apparatus required by the MWMO) when entering the Landfill
- vi) Reconciled measuring documentation must be handed in to the Manager: Solid Waste at the last day of each calendar month.
- vii) Measuring documentation / apparatus must be approved by the Manager: Solid Waste

j) Calibration of the Weighing-bridge

- i) The Contractor will be responsible for an annual validated calibration of the weigh-bridge only after a validated "OFFICIAL INSTRUCTION" i.t.o. the Bill of Quantities (B.o.Q.'s) is being issued for the work
- ii) The Contractor`s submit a Tax-Invoice within 30 x days after task-completion aligned with the Bill of Quantities (B.o.Q.'s) with the following validated certificates viz:-
  - (1) Calibration certificate (SANAS accredited)
  - (2) Weighbridge data-software upgrade & maintenance certificate (SANAS accredited)

k) Topographical site survey

- i) The Contractor are required to determine the volumes of solid waste being land filled via an annual topographical site-survey as follows viz:-

**Landfilling take place in the form of sequential lifts and cells, as illustrated in the sectional drawings for phases 1& 2 (attached)**

1) Phase 1

- a) Is based on the existing land-filled waste body, with a final surface level of 740m above sea-level
- b) The northern end side-slopes will be 1:4 (in accordance with the existing landform) with the eastern and western side slopes being 1:3
- c) Terracing on the side-slopes must continue up to the final design level to assist in minimizing the erosion of intermediate cover materials before the final capping is constructed
- d) Each terrace must be constructed formatting a "hollow erosion-gulley" with an 1:120 fall towards the "cut-off berms"
- e) Cut-off berms for "clean-rainwater "run-off should be constructed @ 50 x meter intervals, on terraces, sequential with cell-lifts, to mitigate the erosion of waste- & cover materials before the final capping will be constructed.
- f) Cut-off berms may be constructed with recovered materials (inter alia C&D waste {as stone-pitching cover} on re-used tyres

2) Phase 2

- a) Will be constructed on top of phase 1, and will reach a final surface level of 758 x m above MSL
- b) Side-slopes must continue at 1:3 as per phase 1
- c) Other construction requirements must implemented as per phase 1

3) Internal Operating Cells

- a) Must be constructed using soil or builder's rubble berms to construct the sides of each operating cell
- b) Berms must be 1,8m in height & deposited waste within these berms must be compacted in  $\geq 300$  but  $\leq 400$  x mm thick layers
- c) Deposited waste must be compacted by means of a suitable Landfill-Compacter
- d) At the end of each working day, all waste must be contained within the internal operating cell, and all exposed waste surfaces should be enclosed by a layer of compacted cover material  $\leq 150$  x mm

- e) The top of the ultimate landfill surface must be slightly domed, to enhance the runoff of storm-water mitigating infiltration

4) Excavation Process

- a) The continuation of the excavations ( to provide cover materials and to create airspace) must continue in parallel with the land filling phases in the proposed sequence as illustrated in Drawing No. 003
- b) The depth of excavation (shown in the drawings) start @ 730 m above MSL
- c) The initial MSL might rise toward the southern end of the site
- d) Due to limited geotechnical information, the MSL might be altered should excavation to such depths prove difficulties
- e) The slopes of the excavation should be limited to a maximum of 1:1.5

5) Landfill Classification

- a) The site is classified as a G:M:B- site in terms of the DWAF Minimum Requirements (2nd Edition)
- b) Future development of new cells, located on natural in-situ soil and should incorporate following:-
  - i) A 150<sup>mm</sup> base preparation layer
  - ii) A compacted clay liner or CCL (300mm thick, compacted in two 150mm thick layers) & a desiccation layer to prevent the liner from drying and cracking
  - iii) Alternatively, a suitable geosynthetic clay liner (GCL) could be used in lieu of the CCL

6) Operationalization of the Design- & Construction Plan

- a) The current landfill-cell must be completed within the specifications of the design-drawings
- b) Future cell-developments must in advance (before completion the current cell/cells) be surveyed to set out the next cell in accordance with the design-plan

7) Deliverables for the Topographical Site Survey

8) Tasks No 1:- Topographical site survey

- a) The topographical survey must:-
  - i) Determine the amount of airspace consumed.
  - ii) To ensure that the landfill is being developed in accordance with the design-plan.
  - iii) Correct variances exceeding the planned footprint of the landfill.



9) Task No 2:- Generation of site plans

- a) All survey works (topographical & other) surveys shall be used to submitted detail plans to the employer within 30 x days as follows viz:-
  - i) Hard copy plans
  - ii) Electronic on a CD format
- b) A detailed CAD generated plan is required of the Landfill-site survey ( $\pm 11$  x hectares) indicating the following viz:-
  - i) All structures
  - ii) Fencing
  - iii) Boundaries
  - iv) Site-contours
  - v) Internal roads
  - vi) Cell-developments (future & present cells)

10) Task No 3:- Calculation of quantities

- a) Volumetric quantity report to be submitted to the employer within 30 x days as follows viz:-
  - i) Computer generated accurate volumetric quantities of existing body of waste by means of interpolating data between new survey-data and previous survey-data
  - ii) Survey accuracy and volumetric calculations must comply with the relevant industry standards.
  - iii) Previous survey will be supplied to the successful bidder.

11) Task No 4:- Cell-development demarcation

- a) Future planning & surveying of the site must be done to ensure the necessary demarcation of future cells as per plan-descriptions.
- b) The limits of each cell shall be demarcated with:-
  - i) Suitably painted (red and white) timber or steel stakes which protrude a minimum 1.5 x meters above ground level.
  - ii) These stakes shall be maintained at all times until the relevant cell has been land filled and completed.
- c) The landfill cells must completed chronologically to ensure terrace-formation @ the correct levels across the landfill before proceeding to the next lift.

- i) The Contractor`s submit a Tax-Invoice within 30 x days after task-completion aligned with the Bill of Quantities (B.o.Q.'s) with the following validated certificates to serve as Proof-of-Evidence viz:-
  - (1) Land-Surveyor`s report on topographic survey - suitable qualified & experienced in Land-Surveying
  - (2) Civil Engineering drawings (hard- & soft copies) - suitable qualified & experienced in 5 x approved Landfill designs.
- b) Charges for disposal
  - i) The contractor shall not cash charge any of the users for disposing of waste at the Landfill.
  - ii) Domestic waste will be dispose of free of charge.
  - iii) Commercial-, businesses- garden / forestry- & industrial disposal clients will be required to open an account with the Municipality & must be informed at gate-control regarding the "Payment-principle".
  - iv) The invoicing for the abovementioned amount / s will be undertaken by the Municipality
- c) Operation Hours
  - i) The contractor will be responsible for the operating of the Landfill everyday day including Saturdays, Sundays and Public holidays.
  - ii) Operating times each day shall be as follows:-
    - (1) Mondays to Sundays open & operational from 07:00 to 18:00.
  - iii) The Landfill may only be operated within the operating hours and the gates must be kept locked after operating hours.
  - iv) The Landfill Site may only operated after hours with the consent of the MWMO.
  - v) The Contractor will be required to operate the Landfill under emergency / disaster conditions at all times.
- d) Gate and access control
  - i) A security gate must be provided across both lanes of the access road for the purpose of controlling the entry and exit of vehicles.
  - ii) For the full duration of the Contract, the Contractor shall provide a competent and reliable weighbridge-operator & gatekeeper for the purpose of controlling and ensuring the correct assessment of incoming loads.
  - iii) This gatekeeper must be able to

(1) Speak English, Afrikaans, and Tsonga & N-Sotho.

(2) Read & write the abovementioned languages.

e) Security

- i) The contractor must deploy (2) x Security Guards simultaneously at all times per 24 hour-shifts (day & night)
- ii) Should the contractor require further security measures to protect equipment and property he may take such measures at his own cost and subjected to the approval of the Head of Division Solid Waste.
- iii) All guards must appropriately selected & registered in terms legislation governing the security industry.

f) Buildings

- i) For the duration of the contract the Contractor shall provide his own permanent or temporary facilities, which include offices and other structures.
- ii) For the duration of the contract the Contractor may occupy existing offices and other structures on site, with prior approval of the Head of Division Tzaneen Solid Waste.
- iii) The Contractor will, subject to the Head of Division Tzaneen Solid Waste prior approval of building plans by the Municipality, provide temporary buildings and structures such as offices, ablutions, plant shelters, & contractors enclosures etc. at the Landfill.

g) Contractors enclosure

- i) A area must be provided that is fenced and that is primarily used as a security area for the overnight parking of the contractors vehicle's and plant used in the operation of the landfill.
- ii) The Contractor may erect or install fuel storage tanks at the Landfill Site
- iii) The servicing and maintenance of the contractor's vehicles and plant shall be done within the area subjected to:-
  - (1) Compliance with all environmental legislation pertaining conservation & pollution control is required.

h) Water & Electricity Supply

- i) Metered connections exists at the Landfill at present and can be utilized by the Contractor

i) Housing of employees

- i) The Contractor will not be permitted to allow any of his employees to reside on the Landfill-site, except for the Security Guards on the Landfill

- j) Placement and excavation of cover material
  - i) Cover material will be obtained from excavating material on the Landfill in compliance with the operating / design plan.
  - ii) Suitable cover material is available on the Landfill and the Contractor will be responsible for the excavation and transportation of such material at his own cost.
  - iii) In the event of a lack of cover-material the Contractor will at own cost supply suitable cover materials.
  - iv) Cover material shall only be utilized to cover waste as per requirements and for no other purpose.
  - v) At the end of each operating day waste must be covered.
- k) Final Cover
  - i) Immediately on completion of an area, final cover must be applied.
  - ii) The thickness of the final cover must be in compliance with the design-plan as well as the ‘ minimum requirements’
  - iii) Final cover must comprise of material supporting vegetation establishment prescribed in the end use plan.
- l) Re-vegetation
  - i) Re-vegetation shall commence after applying of the final cover with indigenous plants, in order to prevent erosion, improve aesthetics and to rehabilitate on an ongoing basis.
  - ii) All covered surfaces must be graded to promote run-off of storm water in preventing pounding thereof.
- m) Development & maintenance of access- & service roads
  - i) The Contractor shall be responsible to maintain the tar access-road to the Landfill-site to be weather-proof at all times by means of approved-technology
    - (1) The Contractor`s submit a Tax-Invoice within 30 x days after task-completion aligned with the Bill of Quantities (B.o.Q.'s)
    - (2) The Contractor`s submit a payment-certificate by a suitable qualified Civil Engineer to validate construction quality
  - ii) General conditions
    - (1) The Contractor must ensure to keep all roads in a clean and sanitary condition free from loose soil, sand & waste materials
    - (2) Road-widths must provide comfortable accommodation of 2 x (two) large passing vehicles,

sufficient smooth and even to enable large loaded vehicles to travel at a speed of 20 km/ hour without damage or discomfort.

(3) Flat enough to enable vehicles to stop and move off without undue difficulty and slipping.

iii) Daily maintenance of all internal access-roads as follows viz:-

(1) The watering of the surface to prevent dust pollution with a mobile water-tanker

(2) The grading and filling in of pot-holes from time to time as required by the Head of Waste Management, with selected graded material and any other "MINOR" repair work to ensure that access to the working area is provided in a safe and usable condition to the satisfaction of the Manager: Solid Waste

iv) The Contractor shall be responsible to construct & maintain EXISTING & NEW internal access-roads to be weather-proof at all times by means of ROADMIX-technology viz:-

(1) The Contractor's submit a Tax-Invoice within 30 x days after task-completion aligned with the Bill of Quantities (B.o.Q.'s)

(2) The Contractor's submit a payment-certificate by a suitable qualified Civil Engineer to validate construction quality

n) Traffic Control and Signs

i) Clear and easily understandable traffic control and direction signs must be provided from the turn-off to the landfill entrance to the off-loading point at the working place.

ii) Space must be available at the working face to enable vehicles to maneuver and reverse without causing excessive congestion.

iii) In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

o) Nuisance control

i) The Contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisance such as:-

(1) Odors (by applying sanitary procedures)

(2) Dust must be controlled on all access roads as well as at the tip face by means of watering.

(3) Flies and rodents by applying appropriate sanitary & pest-control procedures by a qualified P.C.O. (Pest Control Operator) to the satisfaction of the Divisional Head Waste Management

(4) Noise by ensuring that all plant silencers, etc. are in good working order

(5) Windblown litter by applying appropriate land filling & continuous litter picking procedures.

p) Waste deposition and -compaction

- i) In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells behind the terrace berms will be as narrow as conditions permitted
- ii) The width of a waste cell will be determined by the by volumes ( $m^3$ ) of waste received per operating day as follows viz :-
  - (1) 21m - 30m wide for volumes received between  $1m^3$  -  $250m^3/day$
  - (2) 31m - 40m wide for volumes received between  $251m^3$  -  $500m^3/day$
  - (3) 41m - 50m wide for volumes received between  $501m^3$  -  $7,560m^3$
- iii) The final width of the working face is determined by the volume of traffic, the number of manually offloading trucks and the method of compaction, and should be finally determined as per construction plan
- iv) The cell should be constructed as follows:-
  - (1) Soil, builders rubble, relatively inert waste or suitable material accrued from the operations, shall be utilized to construct 1,8m high berms tipped at the natural angle of repose to form the sides of the proposed cell, beginning at the top of the slope

q) Land filling

- i) Land filling of waste takes place in the area behind each consecutive berms to ensure controlled deposition of waste.
- ii) Waste shall be depo-landfilled at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using (6) six-passes of the landfill compactor per layer of waste.
- iii) Once compacted the height of a cell will not exceed 1,5m in any situation.
- iv) In order to maximize compaction, the slope of the working face shall be at an appropriate angle of 1:3 to enable the plant to spread and compact the waste-deposit land filled at the toe of the cell upwards upon the working face.
- v) The slope shall however, not be so steep as to induce slipping of the driving wheels of the plant.
- vi) The upper horizontal surface of a cell shall be finished such that it has a fall between 1:70 and 1:40 backwards towards the working face.

r) Covering of waste

- i) Cover material shall be deposited above the cell at the top of the ramp to enable the exposed refuses to be covered as soon as required and not necessarily only at the end of the operating day.

- ii) At the end of the day, all waste must be contained & covered within the cell.
  - iii) The entire waste surface area shall then be enclosed by cover material having a minimum of 150 mm and a maximum of 250 mm compacted thickness above the intermediate surface of the waste.
  - iv) The final cover surface shall have a minimum slope of not smaller ( $\leq$ ) than 1:70 and not greater  $\geq$  than 1:40, and shall be sufficiently uniform to ensure that run-off is encouraged to prevent the pounding of water.
- s) Landfill drainage & Storm water management
- i) The Contractor are required to comply with specifications as per **LANDFILL DESIGN- / CONSTRUCTION PLAN:-**
    - (1) The applicable plans will be **AVAILABLE** as attachments
  - ii) The abovementioned plans will be **ELECTRONICALLY AVAILABLE** on request
  - iii) The Contractor shall prevent undue contact between waste-water (polluted run-of) & storm-water (clean run-of) to minimize the quantity of leachate formation
  - iv) Two drainage systems are required to be operated during the course of the contract. as part of landfill operations viz:-
    - (1) For clean and uncontaminated run-off.
    - (2) For contaminated storm water & leach-ate to be channeled to the LEACHATE management system
  - v) A system of berms and cut off drains must be constructed at the Landfill-site as per **DESIGN- / CONSTRUCTION PLAN** as follows viz:-
    - (1) The Contractor will be responsible for development of such system of berms and cut off drains to be constructed.
    - (2) The Contractor will be responsible for the Civil Earthworks
    - (3) The Contractor will be responsible for the stabilization of such system of berms & drains with recovered C & D Waste ( Construction & Demolition Waste) as well as with building-rubble recovered at the Landfill-site.
    - (4) The Contractor will be responsible to utilize "redundant tyres" to ensure the mitigation of erosion of such system of berms & drains.
    - (5) It must be maintained by the Contractor to ensure an effective & efficient drainage
    - (6) A continuous extension and maintenance of the system is required.

(7) Construction-works of such berms & drains i.t.o. the Civil Engineering designs (concrete, steel, cement etc) will be the responsibility of the Contractor as per "works-requisition" of Tzaneen Municipality in accordance with the B.o.Q.'s.

vi) The floor of excavations must be kept clean and free from any obstruction to ensure appropriate CLEAN drainage of storm- & rainwater, and if storm water cannot be drained as per abovementioned requirements, the Contractor shall construct a sump equipped with suitable pumping equipment available on the landfill to ensure excavation drainage.

vii) Water that had been in contact with waste will be considered as contaminated & must be contained in applicable ponds /storage-dam to be treated as follows viz:-

(1) Treatment at the sewage purification plant or continuous evaporation onto the landfill.

t) Plant Requirements

i) All plant used on the landfill shall be suitable for the application and prevailing Landfill conditions and of adequate rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of noise ,dust and air pollution.

ii) Properly qualified and experienced operators shall operate the plant

iii) In the event of a break down occurring the Contractor shall be capable of calling upon such backup plant within 24 x hours to ensure that the proper operation and maintenance of the Landfill is not placed in jeopardy.

iv) The Contractor shall submit a description, on request by the Municipal Waste Management Officer, of his proposed plant complement, as well as a description of his backup or breakdown and workshop facilities.

u) Personnel

i) The Contractor must state in the data schedules at the time of tendering the number, designation and qualifications of all staff to be employed

v) Recycling

i) No scavenging will be allowed on the landfill but controlled recycling of waste are required under supervision , control & management of the Contractor

ii) A specific D.o.C. (Drop- off-Center) for the recyclables must be set aside in compliance with the following minimum requirements viz:-

(1) 1 x Tube-Guzzler system must be installed for recycling of all fluorescent tubes & bulbs.

(2) 1 x Oilkol re-use system must be installed for oil recycling



- (3) 1 x Collection cage equipped with appropriate containers , to the satisfaction of the Municipal Waste Management Officer, for the following commodities respectively each viz:-
    - (a) Plastic
    - (b) Paper (common mix)
    - (c) Glass
    - (d) Metal
    - (e) E-Waste (T.V.' s; P.C.`s etc)
  - (4) 6 x 6m<sup>3</sup> containers must also be available at the D.o.C. for the public & only for light vehicle offloading
  - (5) The D.o.C. must be easy-accessible with all-weather entrance road
  - (6) No fire/s will be allowed at the D.o.C.
- iii) The Contractor will be required to enter into a **SUB-CONTRACT** with the licensed M.R.F. (Material Recycling Facility) doing reclaiming on site as follows :-
- (1) Daily removal of recyclables to the M.R.F. (Material Recycling Facility) must be undertaken
  - (2) The Contractor will not be the accountable for the M.R.F. (Material Recycling Facility) operations viz:-
    - (a) Ensure that all O.H.&S. measures are adhered to
    - (b) Ensure applicable skilling & training of the personnel
  - (3) The Contractor will be required to accommodate the licensed M.R.F. (Material Recycling Facility) subjected to terms & conditions of :-
    - (a) The Design Plan
    - (b) The Permit conditions
    - (c) The Minimum Requirements for Land filling (D.W.A.F.)
- w) Wet Weather Cell
- i) An easy assessable wet weather cell must be constructed close to the site entrance for use under abnormally wet weather conditions.
  - ii) This wet weather cell should have enough capacity to accommodate at least one (1) x week's waste.
  - iii) This cell must be constructed and operated in the same manner as the standard cells.
  - iv) It must have a well drained all weather access road to ensure vehicles access in wet weather.
- x) Vehicle stuck on site

- i) The Contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.
  - ii) The Contractor shall have available on site at all time's heavy-duty towropes or tow bars, and shall assist any vehicle, which becomes stuck on the site with minimal delay
  - iii) Stuck vehicles must be towed out
  - iv) The Contractor will be held responsible for the cost of repairs to any vehicle, which has been damaged due to being pushed instead of towed.
- y) Composting Operation
- i) The Contractor are obliged to manage & control the composting operations on site AND // OR to enter into a **SUB-CONTRACT** with the composting Sub-Contractor on site
  - ii) The Contractor ensures that the composting operation shall be in compliance with:-
    - (1) The requirements of the Landfill Minimum Requirements (2<sup>nd</sup> Edition by D.W.A.F.)
    - (2) The Permit-conditions
    - (3) Regulations under the Waste Act 59/2008
  - iii) The Contractor ensure that the Sub-Contractor develop and operate a appropriate-technology compost-plant as follows viz:-
    - (1) Separate all materials for composting via a heavy duty **Tub-Grinder // Hamermill** to the composting facility
    - (2) All organic materials must be grinded// milled to a satisfactorily size for composting viz:-
      - (a) Leaves
      - (b) Cuttings
      - (c) Palm leaves
      - (d) Smaller branches
      - (e) Tree-trunks and thick branches up to 300 x mm diameter
    - (3) Windrows:- All grinded organic materials must be deposited in composting windrows as follows viz:-
      - (a) Maximum width at base 2m
      - (b) Maximum height 1.5m
      - (c) Compost must comply with all EUROGAP / GLOBALGAP requirements for agricultural usage

- (4) The facility must accommodate all clean greens & other organic materials at the landfill on a daily basis
- (5) Must ensure that all waste materials being deposited with “clean greens” be recovered in a 6m<sup>3</sup> skip for daily land-filling
- (6) Tree-logs re-use project
  - (a) Tree logs or other similar organic material (if not being TUB-GRINDED) shall be cut & splinted as follows viz:-
    - (i) 4 x quarters & no longer than 30 x cm
  - (b) Be made available FREE of charge to members of the public and to rural communities as follows:-
    - (i) Allow general public to fetch it at the Landfill with own transport
    - (ii) Made available firewood for collections & delivery at designated rural D.o.C.s (Drop-of-Centers)

z) Fences, gates and access control boom.

- i) The Contractor shall keep the fences & types of gates as well as the perimeter and the leachate dam in good order and shall repair any damages immediately
- ii) Fencing will require weekly inspections for damages and be will be repaired with the same material

aa) Council’s Equipment

- i) The Contractor will be responsible for the security of all Council equipment stored on the site.

bb) Animal carcasses

- i) The Contractor shall provide and maintain at all times a lockable OTWAY-PIT (approved per building plan ) solely for the disposal of animal carcasses
- ii) All carcasses must be pre-treated with SANYZYME enzymes as required by the Manager Tzaneen Solid Waste as follows viz:-
  - (1) Each carcass must be dipped & submerged into a appropriate container with SANYZYME dilution before deposition into the OTWAY-PIT
- iii) The OTWAY-PIT operations are subjected to deviations for not longer than 30 x (thirty) days as follows:-
  - (1) If the Otway-Pit become dysfunctional a trenching burial system at least 1.8 m deep and adequate cover material are available for immediate use

- (2) The Contractor ensure that all carcasses disposed of are covered immediately & are not allowed to remain uncovered longer than 45 min`s
- (3) Cover must be a minimum of 0,750m thick ENSURING complete coverage with no protrusions of feet, hoofs, tails, heads, horns, etc.

cc) Meetings and site inspections

- i) During the execution of the contract, the Contractor and the Head of Division, Tzaneen Solid Waste shall meet at approximately monthly intervals (every last Thursday of the month at 09:00)
- ii) The Contractor shall ensure that a member of his staff ,who is sufficiently senior to be able to make operation decisions and commitments, as well as being familiar with the operation of the Landfill, is always in attendance at these meetings.
- iii) The meetings will be held to discuss all and any matters relating to the operations of the Landfill, and to update and review the operational plan.
- iv) Decisions made will be minuted and will be binding on these parties

dd) Landfill Audits

- i) Audits must undertaken and arranged by the Contractor for the duration of the contract as follows viz:-
  - (1) Audit form as prescribed by the Manager must be utilized
  - (2) Internal audit-team viz:-
    - (a) 1 x Contractor representative
    - (b) 1 x Regional Waste Management Officer: Tzaneen Solid Waste
    - (c) 1 x Environmental Health Practitioner from Tzaneen Municipality
    - (d) 1 x member the public neighboring the Landfill (Interested & Affected Party)
  - (3) Timeframes
    - (a) 1<sup>st</sup> audit @ March annually
    - (b) 2<sup>nd</sup> audit @ June annually
    - (c) 3<sup>rd</sup> audit @ September annually
    - (d) 4<sup>th</sup> audit @ December annually

ee) Water sampling &-monitoring

- i) The Contractor is required to execute a water monitoring program in accordance with the permit requirements
- ii) No sampling will be undertaken unless the Regional Waste Management Officer: Region North

and a Environmental Health Practitioner from Tzaneen Municipality is present during sampling to monitor sampling techniques

- iii) Tzaneen Municipality will utilize an approved water-analyses laboratory (G.T.M. to deliver samples @ such Laboratory)
  - iv) Tzaneen Municipality will be liable for sampling costs
  - v) Official documented test results from such laboratory will be forwarded without delay via the H.o.D.' s office to the Contractor for remedial action if necessary
  - vi) In the event of a deviation from the standard S.A.B.S. water-quality requirements the Contractor is require to submitted rectification-proposals to the H.o.D. Tzaneen Solid Waste Management
- ff) Borehole maintenance
- i) The Contractor will ensure that every borehole are provided with a lockable device to prevent illegal tampering with the boreholes
  - ii) Shall ensure appropriate vegetation control around boreholes as well as access roads to the boreholes
  - iii) Shall ensure easy accessibility to boreholes by means of a light vehicle
  - iv) In the event where a borehole became dysfunctional the Contractor will notify the H.o.D. immediately & to shall arrange for the immediate drilling of a replacement monitoring borehole/s
  - v) The Contractor is obliged to number the boreholes appropriately with proper signage

gg) Record keeping

- i) The Contractor shall maintain detailed daily records of the following and these shall be available for inspection at all times:-
  - (1) The Contractor shall keep a entrance control register as prescribed by the H.o.D. Tzaneen Solid Waste as follows viz:-
    - (a) Name & address
    - (b) Type of waste
    - (c) Volumes
    - (d) Details of entrance vehicle
    - (e) Number of loads (including the registration and size of each vehicle)
    - (f) Daily quantities of waste handled (in terms of volume).
  - (2) Site diary
    - (a) Complaints

- (b) Accidents
- (c) Breakdowns and stoppages
- (d) Rainfall
- (e) Hazardous material turned away.

(3) Site instruction book

- (a) A site-instruction book be available at the gate for periodic instructions from supervisory personnel from the Solid Waste Division

(4) Reports

- (a) A monthly report must be compiled and submitted to the client not later than the 10<sup>th</sup> day of the following month
- (b) Failure to comply with this date of submission will result in penalties being imposed

hh) Scattered waste

- i) The Contractor keep the site and surroundings neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation.
- ii) This must be performed daily.

ii) Notice board & signposting

- i) The contractor shall supply and erect at an approved locations weatherproof notice boards & signposts as follows viz:-
  - (1) In accordance with the Minimum Requirements of the DWAF
  - (2) As per instruction of the Head of Division Tzaneen Solid Waste

jj) Berms and storm water drainage channels

- i) Construct and maintain in accordance with the **DESIGN-AND CONSTRUCTION PLAN** berms & storm water drainage systems
- ii) Keep all berms and storm water channels in good DESIGN & WORKING condition

kk) Rehabilitation and vegetation

- i) The Contractor shall be responsible for the watering of all trees and shrubs planted as well as pruning & pest control there-of
- ii) The Contractor will be required at the commencement of the contract to plant a series of screening trees and shrubs as specified below viz:-
  - (1) Maintenance of the existing trees & scrubs
  - (2) Trees to be planted in a row 3 x meters apart

- (3) Trees to be planted in a 2 x row staggering system, with rows 3-4 x meters apart
- (4) The trees are to be planted, fertilized and watered until they are able to sustain their own growth
- (5) Recommended tree species
  - (a) Acacia species
  - (b) Combretum species

iii) Grassing

- (1) Grassing of finally covered areas is part of scope of this contract, and shall be according to the following specifications
  - (a) Preparation ( Ploughing to 150mm ) and fertilization of soil with 2:3:2 at a rate of approximately 200kg/ha
  - (b) Seed at a rate of approximately 40 kg/ha in the following proportions
    - (i) Cynodon 40%
    - (ii) Eragrotos Teff 10%
    - (iii)Dactylis Glometata 20%
    - (iv)Digitaria Eriantha 10%
    - (v) Chloris Gayana 20%

ii) Buildings

- i) The Contractor will supply his own temporary buildings and be responsible for the care and maintenance of all buildings and structures on the Site
- ii) Maintenance shall include the periodic repairing of and, if necessary, the making good of any damage.

mm) Maintenance of the site

- i) The Contractor shall maintain all aspects of the Site in order to ensure its smooth and efficient operation and prevent undue deterioration of any item.
- ii) The Contractor shall bear all maintenance costs other than the cost of materials required as a result of normal wear and tear.
- iii) Should it at any stage be evident that a large repair has resulted because the Contractor did not take action at an earlier stage, and that the Contractor has no good reason for not having taken earlier action, the cost of that repair will be for the Contractor's account
- iv) In maintaining the site, the Contractor will be expected to perform maintenance work on his own

initiative

nn)Vegetation control

- i) The Contractor shall be responsible for the cutting of grass, undergrowth & shrubs as follows viz:-
  - (1) At all completed cells
  - (2) Along the entrance roads 2m wide on both sides
  - (3) Around outside of landfill fencing 5m wide on both sides
  - (4) Around the leachate dam / s 5m wide
  - (5) Around boreholes 2m wide
  - (6) All entrance roads to boreholes 5m wide
  - (7) Mitigation & control measures of all alien vegetation must be implemented within the proclaimed Landfill & other abovementioned areas

oo)Tyres

- i) No tyres can be packed on the inner slopes of the cell berms anymore.
- ii) All tyres in excess must be shredded with a tyre shredder and utilized on the landfill for road building

pp)Design Plan / Construction Plan

- i) The design- & construction plan must be adhered to at all times, of which **electronic copies are also available on request**
- ii) Operationalization of the PLAN:-
  - (1) Annual surveys of the Landfill ( with special reference of the completed cells) must be done by a qualified Land-Surveyor
  - (2) Applicable I.T. software programmes egg. 3D " Model maker " must electronically be utilized to interpolated & reconcile the surveying data to determine the following:-
    - (a) The volumes of Solid Waste being land filled for the quarter
    - (b) The remaining m<sup>3</sup> airspace available for future land filling
    - (c) The remaining "lifespan" of the Landfill-site in years
    - (d) The effective & efficient drainage of all waters according to the Permit-requirements
- iii) The reconciled OPERATIONAL PLAN + report are required to be available with each and every "Landfill-audit" programme as per Permit Conditions and the Minimum Requirement 2<sup>nd</sup> Edition



(1) The adherence to this requirements is compulsory

(2) A copy is electronically available on request

2) Action Plan

- a) The Contractor shall execute the specifications to carry out the operation
- b) In addition the Contractor shall also comply with minimum requirements of the plant and personnel complement to carry out the plan
- c) Whenever required by the Manager: Sollid Waste, the Contractor shall furnish in writing such additional particulars concerning the operation, plant, personnel, etc., as he may require
- d) Neither the Manager: Sollid Waste nor a delegated official shall relieve the Contractor of any of his duties or responsibilities under the Contract.

#### **CHAPTER FOUR GENERAL SPECIFICATIONS**

- a) Compliance with Occupational Health and Safety
  - i) The parties hereby agree in terms of Section 37(2) of OHS to the arrangements and procedures between them to ensure compliance by the Contractor with the provisions of OHS
  - ii) The Contractor undertakes to ensure that he and his sub-contractors and their respective employees will at all times comply with the requirements of OHS and, without derogating from this general undertaking, also to comply with the following:-

- (1) The work shall be performed under the close supervision of the Contractor's employees and the Contractor warrants that such employees are fully qualified and trained to understand the hazards associated with the work
- (2) All employees of the Contractor and its sub-contractors will be medically fit to perform the work they are required to perform
- (3) The Contractor shall assume full responsibility in terms of Section 16(1) of OHS. If the Contractor delegates any duty in terms of Section 16(2) a copy of such a written delegation shall immediately be forwarded to the Council
- (4) The Contractor shall ensure that he and his supervising staff who oversee the execution of the work are fully acquainted with the requirements of OHS and that his employees, his sub-contractors and their employees fully comply with those requirements
- (5) The Contractor shall use, for purposes of execution of the work, only competent employees who are trained on all aspects of Occupational Health and Safety pertinent to them and to the work
- (6) Discipline regarding compliance with the requirements of OHS shall be strictly enforced
- (7) Personal protective equipment shall be issued as required and worn at all material times
- (8) Safe work practices shall be enforced and all employees of the Contractor and its sub-contractors shall be made conversant with the contents of these practices
- (9) No unsafe equipment, or machinery or articles shall be used in the execution of the work
- (10) All incidents referred to in Section 24 of OHS shall be reported by the Contractor to the Department of Labour as well as to the Council. The Council shall further be provided with copies of any written documentation relating to the incident
- (11) The Council hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of OHS into any incident involving the Contractor or his sub-contractor or their respective employees
- (12) No use shall be made of any Council machinery, articles, substances or equipment without prior written approval having been obtained from the Council
- (13) Work for which the issuing of a permit is required shall not be performed prior to the obtaining of the necessary valid permit
- (14) No alcohol, drug or other intoxicating substances shall be allowed on the site where the work is to be performed. Nobody suspected of being under the influence of such alcohol, drug or substance, or of having his faculties impaired for any other reason, shall be allowed on site
- (15) The Contractor shall co-operate fully with the Council and furnish to the Council or its authorized representative or agent all information reasonably requested by the latter in connection with the execution of the work and the Contractor shall fully and satisfactorily reply to all of the Council's enquiries pertinent to Occupational Health and Safety issues
- (16) The Contractor expressly agrees to comply with the procedures and arrangements required by OHS in the execution of the work

(17) The Contractor hereby undertakes to take whatever additional steps and measures may be necessary to ensure compliance by the Contractor, its sub-contractors and their respective employees with the provisions of OHS.

b) INSURANCE

- i) The Contractor warrants that he is in possession of the following insurance cover which shall remain in force for the full period during which he, his sub-contractors and their respective employees are engaged in the execution of the work or for the duration of his contractual relationship with the Council, whichever period is the longest, namely
  - (1) Public liability insurance cover
  - (2) Any other insurance cover that will make adequate provision for any possible loss or claims arising from the acts or omissions of the Contractor, his sub-contractors or any of their respective employees.

c) COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES ACT 1993

- i) The Contractor warrants that all his and all his sub-contractor's employees will be covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993 for the full duration of the work or for the duration of his contractual relationship with the Council, whichever shall be the longest.

d) DUTY TO REPORT

- i) The Contractor shall be obliged to report to the Council in writing anything in relation to the work or the site where it is being executed which could reasonably be regarded as unhealthy or unsafe
- ii) The Contractor undertakes for this purpose to ensure that diligent and qualified personnel will carry out inspections at reasonable intervals throughout the duration of the work

e) WARRANTY

- i) The Contractor warrants that neither he nor his sub-contractors nor their respective employees shall endanger the health and safety of Council employees in any way whilst executing the work

f) REIMBURSEMENT

- i) The Contractor undertakes to reimburse the Council for all medical costs incurred in relation to any of the employees of the Contractor or his sub-contractors.

g) INDEMNITY

- i) The Contractor hereby indemnifies the Council against any damage, claims or losses arising out of the acts or omissions of the Contractor, his sub-contractors and any of their respective employees or agents in connection with the work or arising out of this Agreement

h) W.S.W.P. (WRITTEN SAFE WORKING PROCEDURES )

- (1) The Contractor will be required to comply at all times with the stipulations of the Occupational Health & Safety Act.

i)PENALTIES

- i) The events or requirements for which penalties shall be applied as per deviations of all relevant

Annexures and the corresponding amounts of the penalties are as follows viz:-

- i) Failure by the Contractor to open or to operate effectively all or some tender conditions on any of the operating days viz:-
  - ★ R5,000-00 for the first occurrence, escalating by R5,000-00 for each further occurrence to a maximum of R 20,000-00 per occurrence monthly
- ii) Failure by the Contractor to provide personnel as per organizational layout to operate on any of the operating days viz:-
  - ★ R2,000-00 for the first hour or part thereof, escalating by R2,000-00 for each further one hour period or part thereof to a maximum of R 20,000-00 per occurrence monthly
- iii) Any proven deviations from the operating conditions viz:-
  - ★ R5,000-00 for the first occurrence, escalating by R5,000-00 for each further occurrence to a maximum of R20,000-00 per occurrence monthly
- iv) Unacceptable attendance to complaints from the public to the Municipal Waste Management Officer within 6 x hours of occurrence.
  - ★ R5,000-00 for the first occurrence, escalating by R5,000-00 for each further occurrence to a maximum of R20,000-00 per occurrence monthly
- v) Should the Contractor not comply after the third penalty imposed for the same requirement not met, he will make himself liable to the termination of the contract

#### j) MEETINGS AND SITE INSPECTIONS

- During the execution of the Contract, the Contractor and the Head of Waste Management shall meet at approximately monthly intervals, arrangements for the meeting being made by the Manager: Sollid Waste or his delegate / s
- The Contractor shall ensure that a member of his staff, who is sufficiently senior to be able make commitments, as well as being familiar with the operations, is always in attendance at these meetings.
- The meetings will be held to discuss all and any matters relating to the operation of the works, and to update and review the overall plan of operation.
- Decisions made, minuted and agreed at these meetings will be binding on the parties

#### l) PERSONNEL, PLANT, EQUIPMENT AND LIABILITIES.

##### m) Contractor's Personnel

- i) The Contractor shall make his own arrangements for the engagement of all Labour, local or otherwise and, for the transport, housing, subsistence and payment thereof.
- ii) He shall employ in and about the execution of the Contract only such persons as are careful, competent and efficient in their several trades and calling
- iii) The Manager: Sollid Waste shall be at liberty to object to and require the Contractor to remove any person who, in the opinion of the Manager: Sollid Waste, himself is incompetent or negligent in the proper performance of his duties and such person shall not be again be employ without the written permission of the Manager: Sollid Waste.
- iv) The Contractor shall submit with his tender, a description of his proposed staff complement,

including the CV's and job descriptions of key personnel.

n) Labour Returns

- i) The Contractor shall, if required by the Manager: Sollid Waste, deliver at his office a return in detail, in such form and at such intervals as the Manager: Sollid Waste may prescribe, showing the supervisory staff and the numbers of the several classes of Labour from time to time employed by the Contractor.

o) Plant and Equipment

- i) The Contractor shall supply all plant and equipment required for the execution of the Contract and it will be his responsibility to ensure that such plant and equipment are adequate in all respects to ensure compliance with the terms and conditions of the Contract.
- ii) The Contractor shall submit with his tender, a description of the plant complement that he proposes to use in carrying out his action plan
- iii) All plant provided by the Contractor shall, be deemed to be exclusively intended for the execution of the works, and the Contractor shall not remove the same or any part thereof without the written consent of the Council.
- iv) The Contractor shall notify the Council in writing of all hired, hire purchased and leased plant and the name and address of the owner thereof.

p) Public Liability Insurance

- i) The Contractor shall insure in the joint names of the Contractor and Employer against any damage, loss or injury which may occur to any property or to any person by or arising out of the carrying out of the Contract.
- ii) Such insurance shall be effected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and for at least the amount of R2, 000,000-00 (two million Rand) per event, and the Contractor shall, when required, produce to the Employer or the Manager: Sollid Waste the policy or policies of insurance and the receipts from payment of the current premiums.
- iii) In addition to any statutory obligations, the Contractor shall report to the Manager: Sollid Waste every accident within 24 hours of its occurrence, whether such accident is in respect of damage to persons, property or things.
- iv) If required by the Manager: Sollid Waste, the report shall be in writing and shall contain full details of the occurrence.
- v) The Manager: Sollid Waste shall have the right to make all and any enquiries either on the site or elsewhere as to the cause and results of any such accident and the Contractor shall give the Manager: Sollid Waste full facilities for carrying out such enquiries.

q) Accident or injury to Workmen

- i) The Council shall not be liable for or in respect of any damages or compensation payable at Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor.
- ii) The Contractor shall indemnify and keep indemnified the Council against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses

whatsoever in respect thereof or in relation thereto.

r) Insurance against Accident etc. to Workmen

- i) The Contractor shall insure against such liability with an insurer approved by the Council and shall continue such insurance during the whole of the time that any persons are employed by him and shall, when required, produce to the Council such policy of insurance and the receipt for payment of the current premium

3) CARE OF THE SITE

- a) The Contractor shall take full responsibility for the Site or any portions thereof until expiry of the Contract period and any damage or loss from any cause whatsoever (except the "excepted defaults (RISKS)" as defined below) shall be made good at the cost of the Contractor to the satisfaction of the Municipal Waste Management Officer

b) The "excepted defaults (RISKS)" are:

- i) War, hostilities (whether war be declared or not), invasion, political riot, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war ( unless solely restricted to employees of the Contractor or of his Sub-Contractor arising from the conduct of the contract egg. viz:-
- (1) Riot
  - (2) Commotion
  - (3) Disorder
  - (4) Use or occupation by the Employer of any part of the Site
- ii) National and /or regional Labour unrest to such a extent that the national and/or regional retail logistics of materials and equipment are being hindered
- iii) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosion, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof.
- iv) Pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds
- v) Abnormal nature disasters or any other abnormal situation egg.
- (1) Veldt-fires
  - (2) Rain
  - (3) Snow
  - (4) Wind
  - (5) etc.
- vi) Any occurrences that an experienced Contractor could not foresee, or if foreseeable and having informed the Municipal Waste Management Officer accordingly, could not reasonably make provision for or insure against

11) Maps

- a) Locality Map



ANDFILL SITE



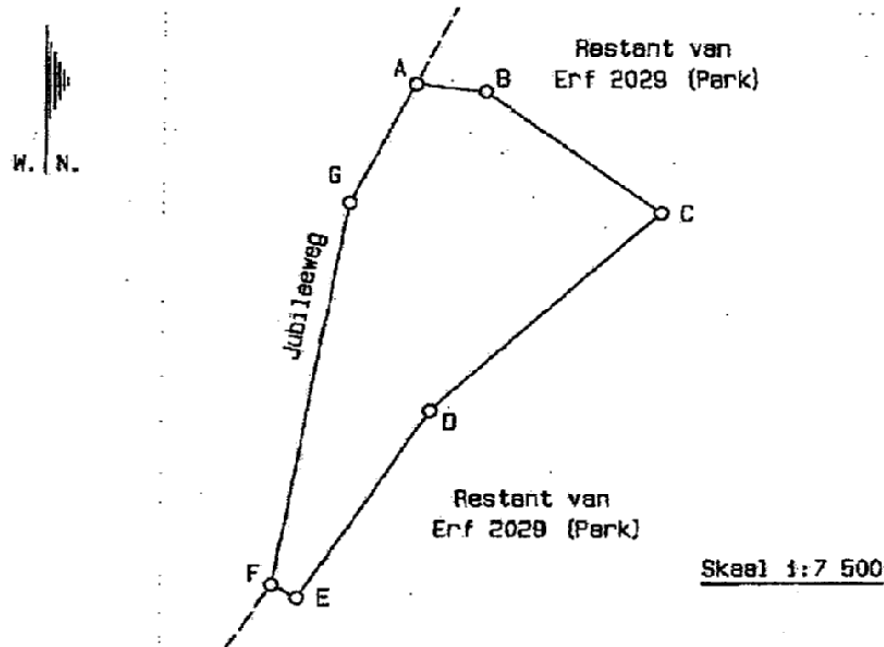
b) Layout Map

ONDERVERDELINGSOIGRAM

SYE meter	RIGTINGS- HOEKE	KÖÖRDINATE			L. G. No.	
		Y	Stelsel	WG 31° X		
	Konstantes		+ 0,00	+2 600 000,00		
AB	79,13	276.42.20	A	+ 86 071,86	+ 40 039,63	Goedgekeur
BC	244,88	307.29.10	B	+ 85 993,29	+ 40 048,87	
CD	352,94	46.44.40	C	+ 85 798,96	+ 40 197,90	
DE	273,98	33.29.50	D	+ 86 056,01	+ 40 439,75	
EF	33,16	119.07.30	E	+ 86 207,22	+ 40 668,22	
FG	474,91	190.44.50	F	+ 86 236,18	+ 40 652,08	
GA	164,37	207.26.40	G	+ 86 147,62	+ 40 185,60	
BLOCK KNOLL NEN Δ171				+ 87 931,75	+ 39 947,23	nms. LANDMETER- GENERAAL
VON VELDENSOP Δ114				+ 82 387,32	+ 33 930,98	

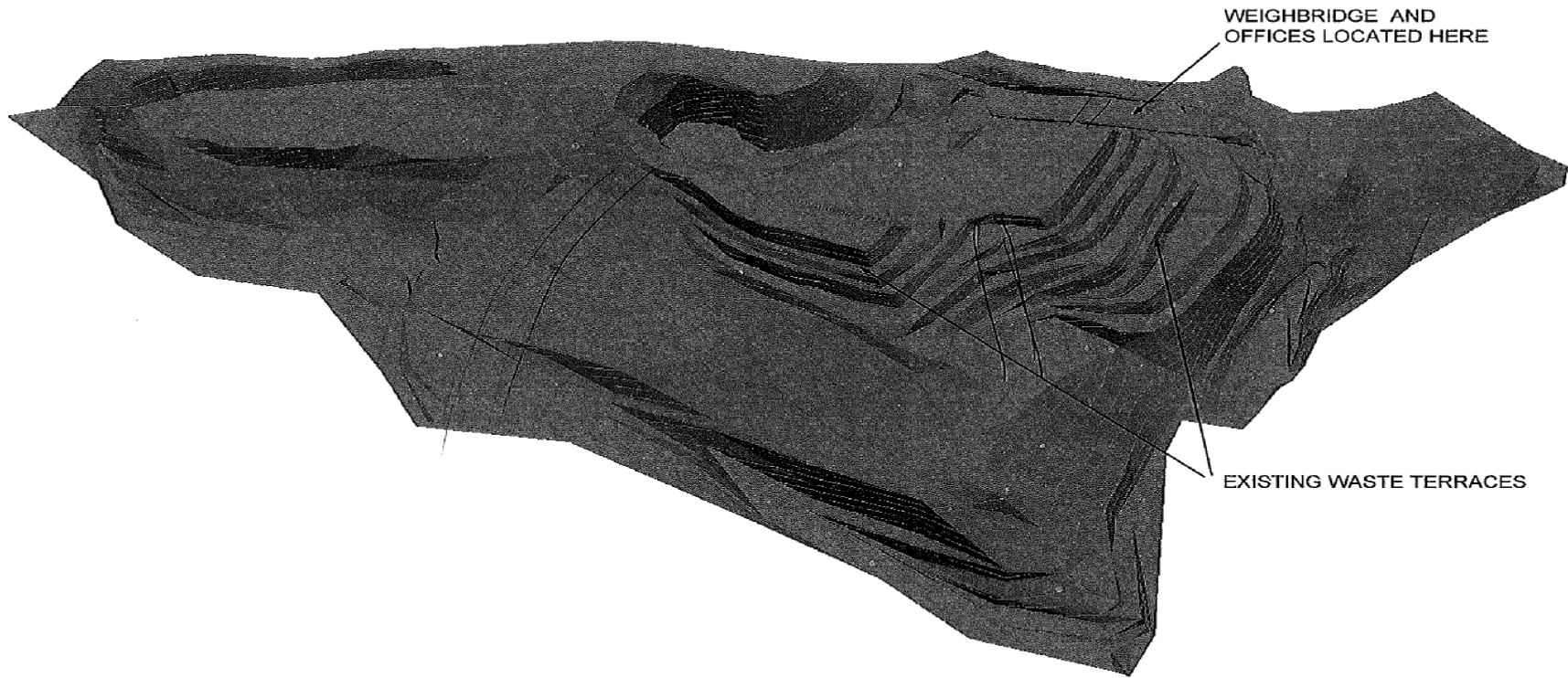
BAKENBESKRYWING

A, B, C, D, E, G.....12mm ysterpen  
F.....Ysterpeel



Die figuur ABCDEFGA  
stel voor 11,1769 hektaar grond synde  
Gedeelte 1 van Erf 2029  
van die dorp TZANEEN UITBREIDING 18

*M. W. ...*



SURVEY LEGEND	
DEADMARK	
DIST. BLOK	
FIRE HYDRANT	
LAMP POST	
BOUNDARY	
WATER SQUARE	
TELEPOLE	
PILLAR	
SWAMP	
CONCRETE	
SURFACING	
SKIN	
FLAG	
DOBBEL	
MARKER	
WATER METER	
CADASTRAL	
VALVE	
WATER TAP	
ELDER	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
DESIGNED BY	No.	DATE	DESCRIPTION
SMJ			
DESIGN CHECKED BY			
SMJ			
DRAWN BY			
ST			
DRAWING CHECKED BY			
HLJ			



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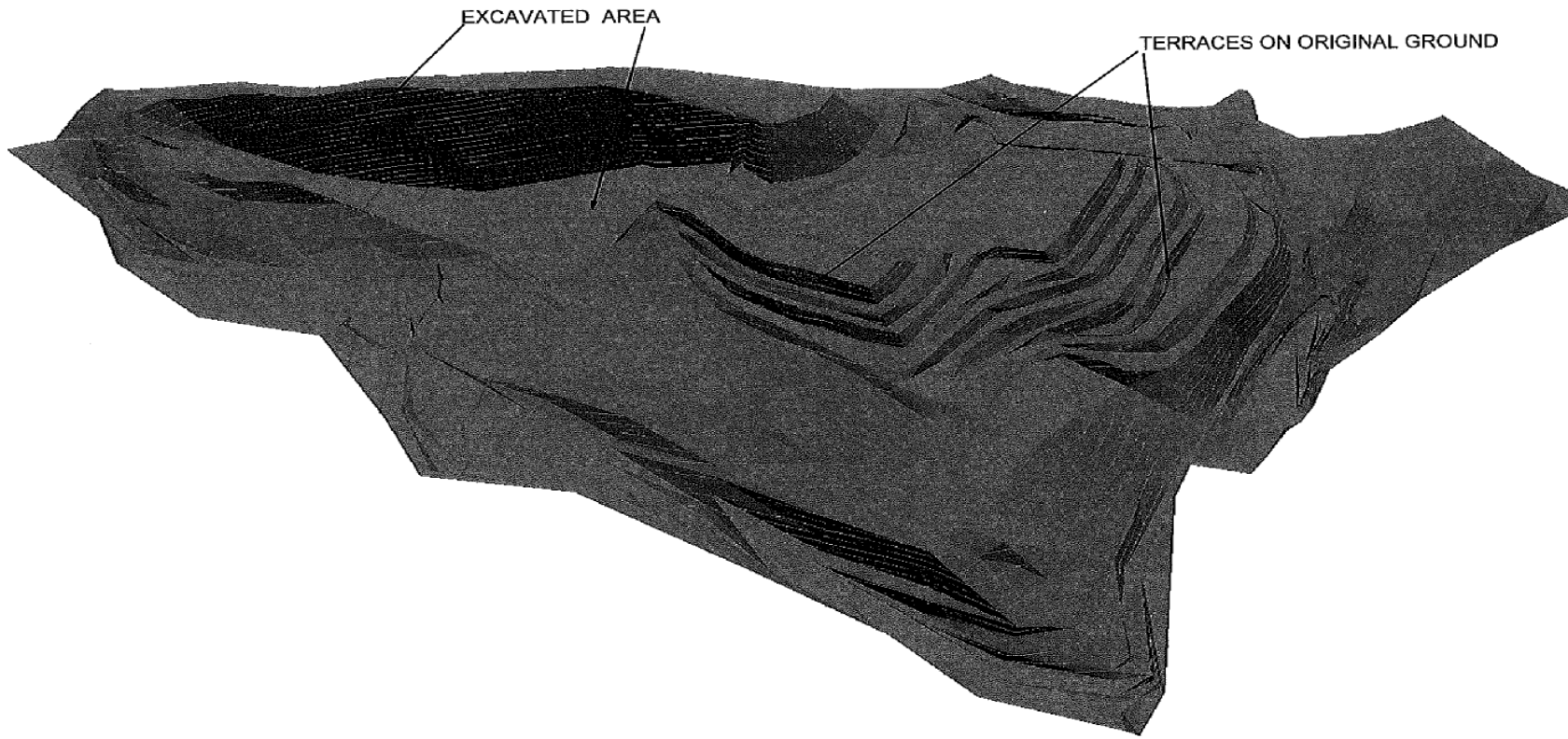
SALES OFFICE: 22 BARNARD AVENUE, BLOEMFONTEIN, SOUTH AFRICA  
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 envitech@envitech.co.za

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 TEL: +27-51-744 1856 FAX: +27-51-744 1856  
 branch@envitech.co.za

SCALE	SYSTEM = WG 29
NOT TO SCALE	
CONTROLLER	DRAWING
INTERVAL	SIZE
N/A	A1

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	ORIGINAL GROUND - VIEW 1

REFERENCE No.	195-2008
DRAWING No.	015



SURVEY LEGEND	
BENCHMARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE	
MANHOLE SQUARE	
TRUNK	
PILLAR	
SWAMP	
CONCRETE	
SURFACING	
SIGN	
FLAG	
BICYCLE	
WATER METER	
WATER METER	
VALVE	
WATER TAP	
DRINK	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
DESIGNED BY	No.	DATE	DESCRIPTION
SMJ			
DESIGN CHECKED BY			
SMJ			
DRAWN BY			
ST			
DRAWINGS CHECKED BY			
BLJ			



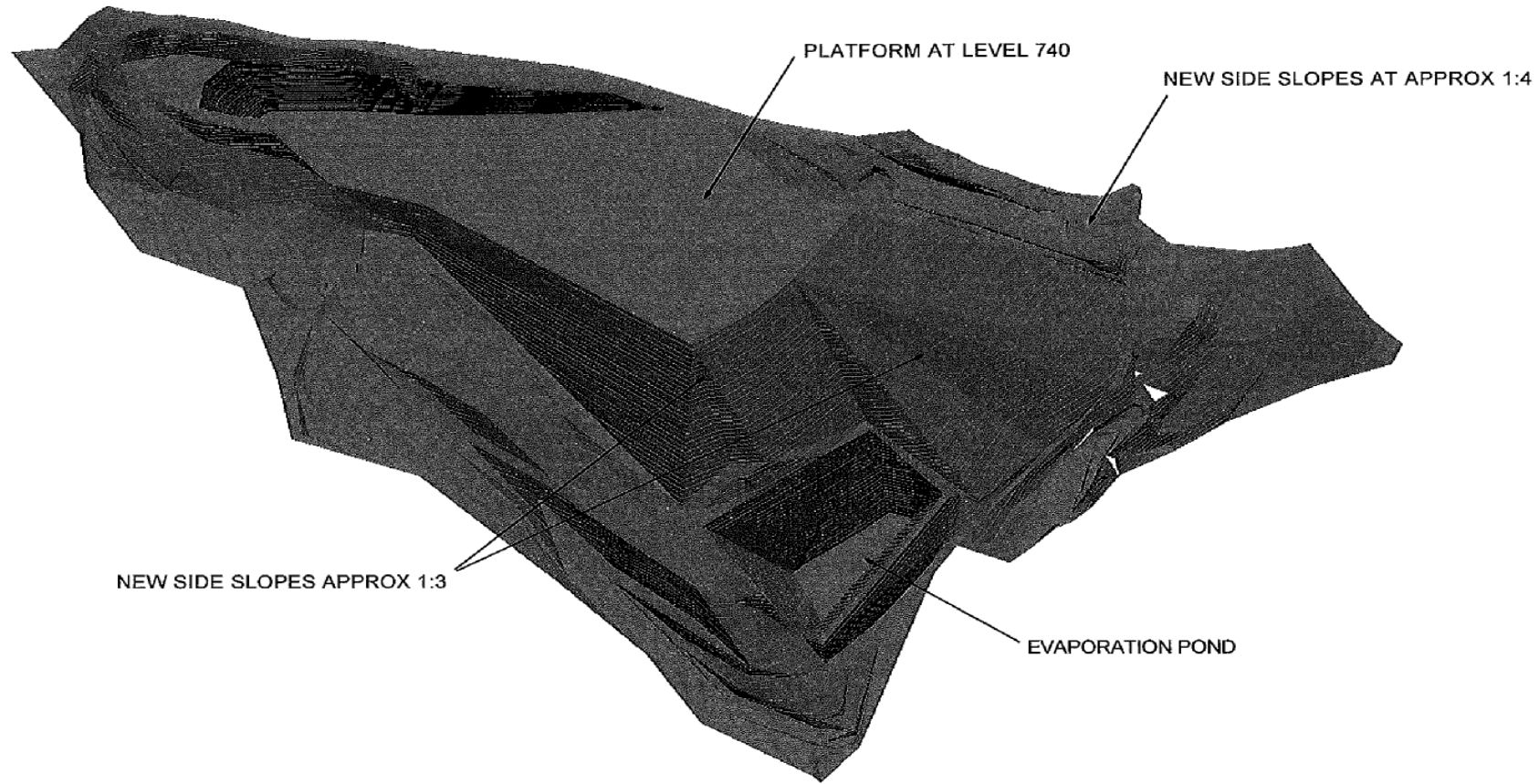
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 Tel: +27-11-254 9235 Fax: +27-11-254 9166

SCALE	SYSTEM = WG 20
NOT TO SCALE	
COORDINATE INTERVAL	DRAWING SIZE
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CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	EXCAVATED MODEL - VIEW 2

REFERENCE No.	195-2008
DRAWING No.	016



SURVEY LEGEND	
DEP. MARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE ROUND	
MANHOLE SQUARE	
TELEPHONE	
PILLAR	
SMALL	
CONCRETE	
SURFACING	
SIGN	
FLAG	
BOREHOLE	
WELL	
WATER METER	
CADASTRAL	
VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
DESIGNED BY	No.	DATE	DESCRIPTION
SAJ			
DESIGN CHECKED BY			
SAJ			
DESIGNITY			
IST			
DRAWING CHECKED BY			
BLJ			



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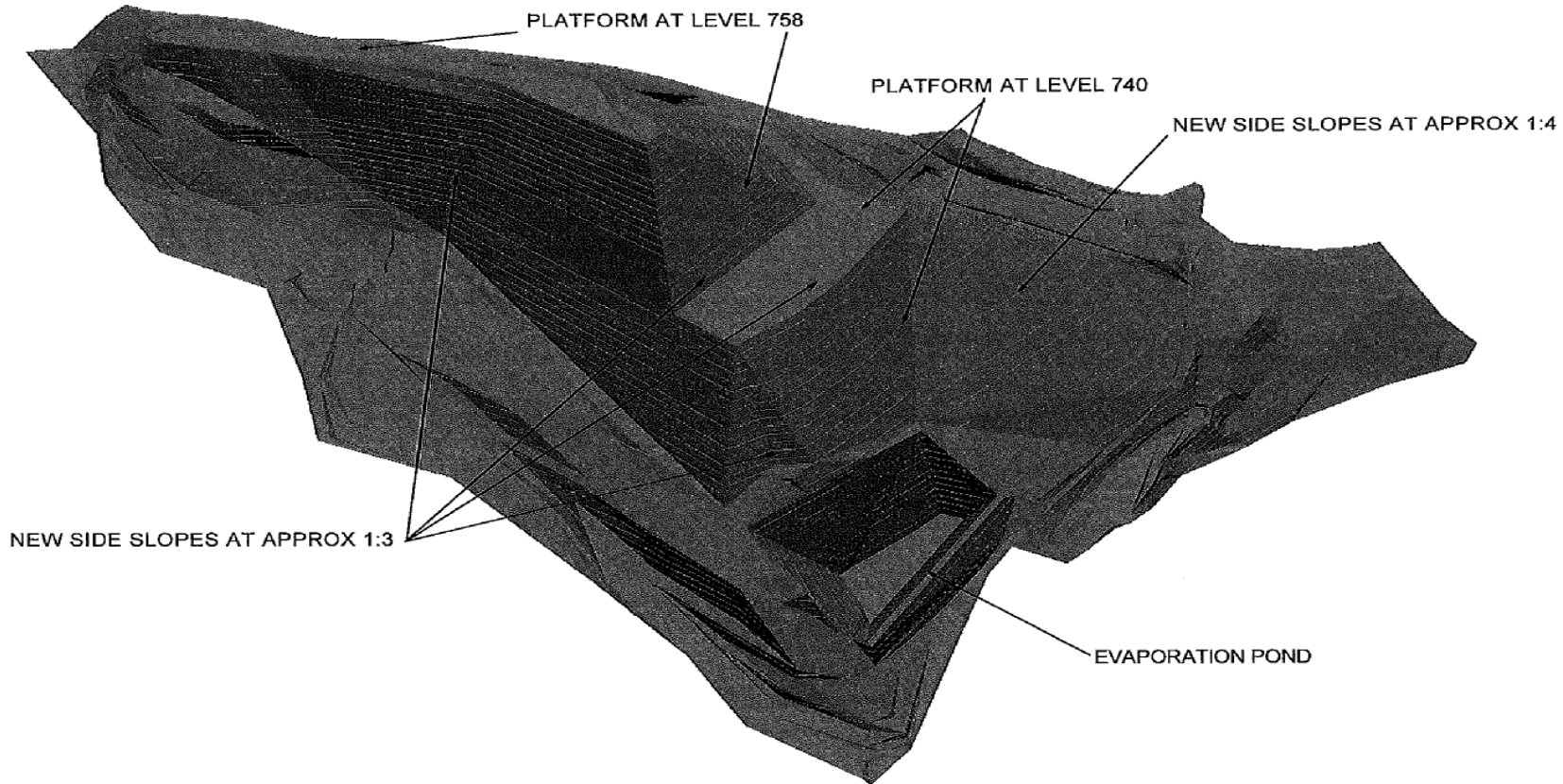
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 22 Seventh Avenue  
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 Tel: +27 41 425 2310  
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 Fax: +27 11 281 1998  
 envitech@envitech.co.za

SCALE	SYSTEM = WG 29
NOT TO SCALE	
CHECKER	DRAWING
INTERVAL	SIZE
N/A	A1

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	PHASE 1 TO LEVEL 740 VIEW 3

REFERENCE No.	195-2008
DRAWING No.	017



SURVEY LEGEND	
BENCHMARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE SOUND	
MANHOLE SQUARE	
TERMINI	
PILLAR	
SWAMP	
CONCRETE	
SURFACING	
SION	
FLAG	
BICYCLE	
MANSER	
WATER METER	
CADASTRAL	
VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
DESIGNED BY	No.	DATE	DESCRIPTION
SMJ			
DESIGN CHECKED BY			
SMJ			
DRAWN BY			
ST			
DRAWING CHECKED BY			
BLJ			



**envitech solutions**

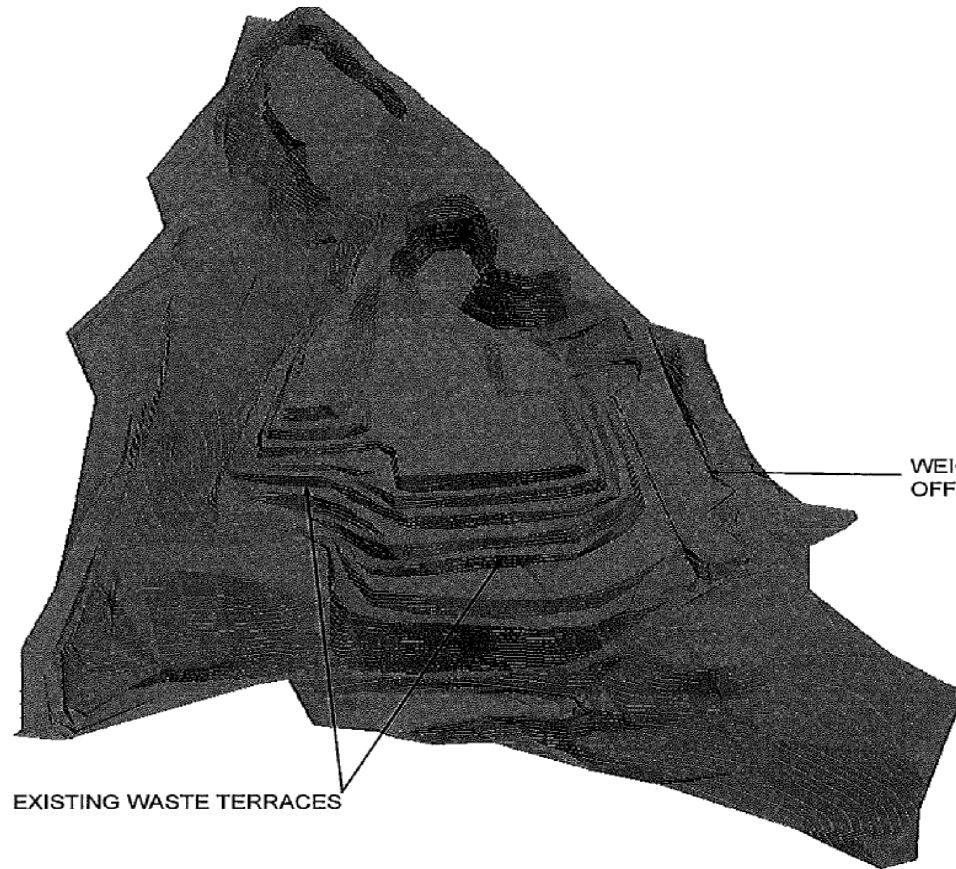
22 DE WETSDAAN AVENUE  
 BOUTERWEG 1558  
 SOUTHERN CROSS  
 5600  
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 FAX: +27 31 425 4591  
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5600/2014/14/16  
 DE GRAS STRAAT  
 5600/2014/14/16  
 49 Mary's Road  
 BOUTERWEG 1558  
 SOUTHERN CROSS  
 5600  
 TEL: +27 31 724 1558  
 FAX: +27 31 724 1558  
 envitech@envitech.co.za

SCALE	SYSTEM = WG 25
NOT TO SCALE	
CONTOUR INTERVAL	DRAWING SIZE
N/A	A1

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	PHASE 2 TO LEVEL 758 VIEW 4

REFERENCE No.	195-2008
DRAWING No.	018



WEIGHBRIDGE AND OFFICES LOCATED HERE

EXISTING WASTE TERRACES

SURVEY LEGEND	
BEACH MARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
WHEEL ROUND	
MANHOLE SQUARE	
TUBUM	
PILLAR	
SMALL	
CONCRETE	
SURFACING	
SIGN	
FLAG	
BOYD HOLE	
MANHOLE	
WATER METER	
CADASTRAL	
VALVE	
WATER TAP	
BUCK	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
DESIGNED BY SAU	No.	DATE	DESCRIPTION
DESIGN CHECKED BY SAU			
DRAWN BY ST			
DRAWING CHECKED BY BLJ			



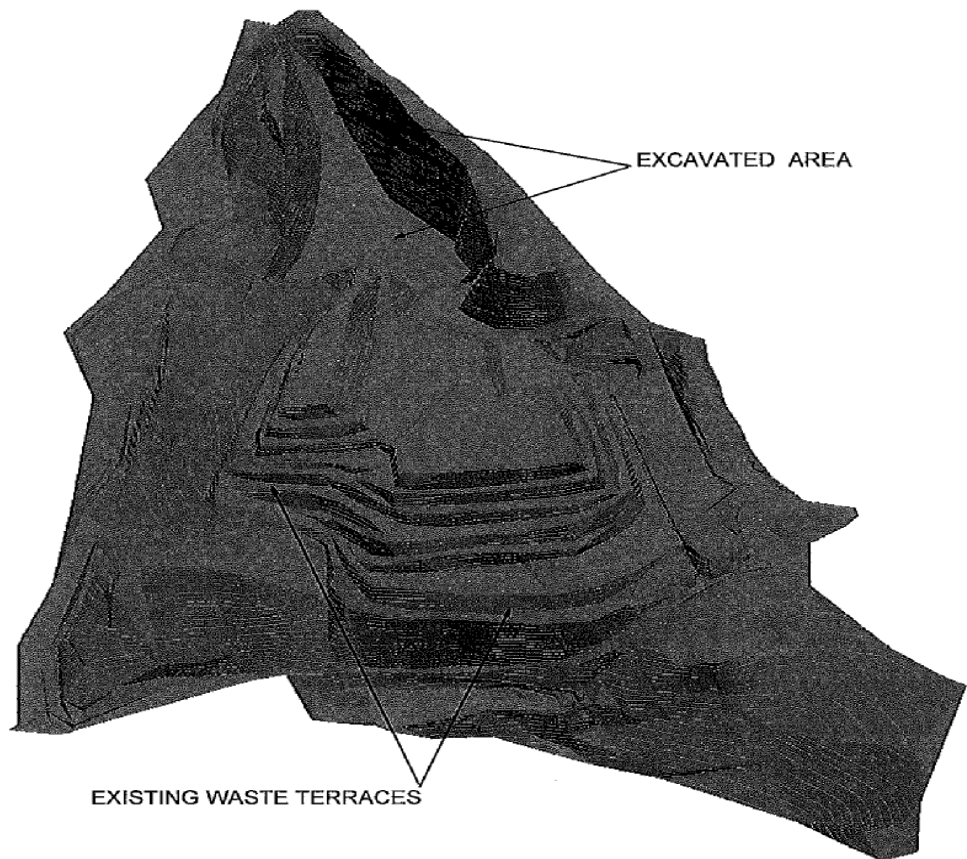
**envitech solutions**

22 BARNHURST AVENUE, BARNHURST 1508  
 011 431 2100  
 011 431 2101  
 envitech@envitech.co.za

NEW ZONE OFFICE, 50 GILLESBURGH ROAD, BELLVILLE 7530  
 021 954 1000  
 021 954 1001  
 envitech@envitech.co.za

SCALE NOT TO SCALE	SYSTEM = Wg 29
CONTOUR INTERVAL N/A	DRAWING SIZE A1

CLIENT GREATER TZANEEN MUNICIPALITY	REFERENCE No. 195-2008
PROJECT TZANEEN LANDFILL SITE	
TITLE ORIGINAL GROUND - VIEW 5	DRAWING No. 019



SURVEY LEGEND	
BOUNDARY	
UBT. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE ROUND	
MANHOLE SQUARE	
TELECOM	
PILLAR	
SWAMP	
CONCRETE	
SURFACING	
SIGN	
FLAG	
BOREHOLE	
WATER	
WATER METER	
GAS/STRAIL	
VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
DESIGNED BY	No.	DATE	DESCRIPTION
SMU			
DESIGN CHECKED BY			
SMU			
DRAWN BY			
ST			
ENGINEER CHECKED BY			
BLJ			



**envitech solutions**

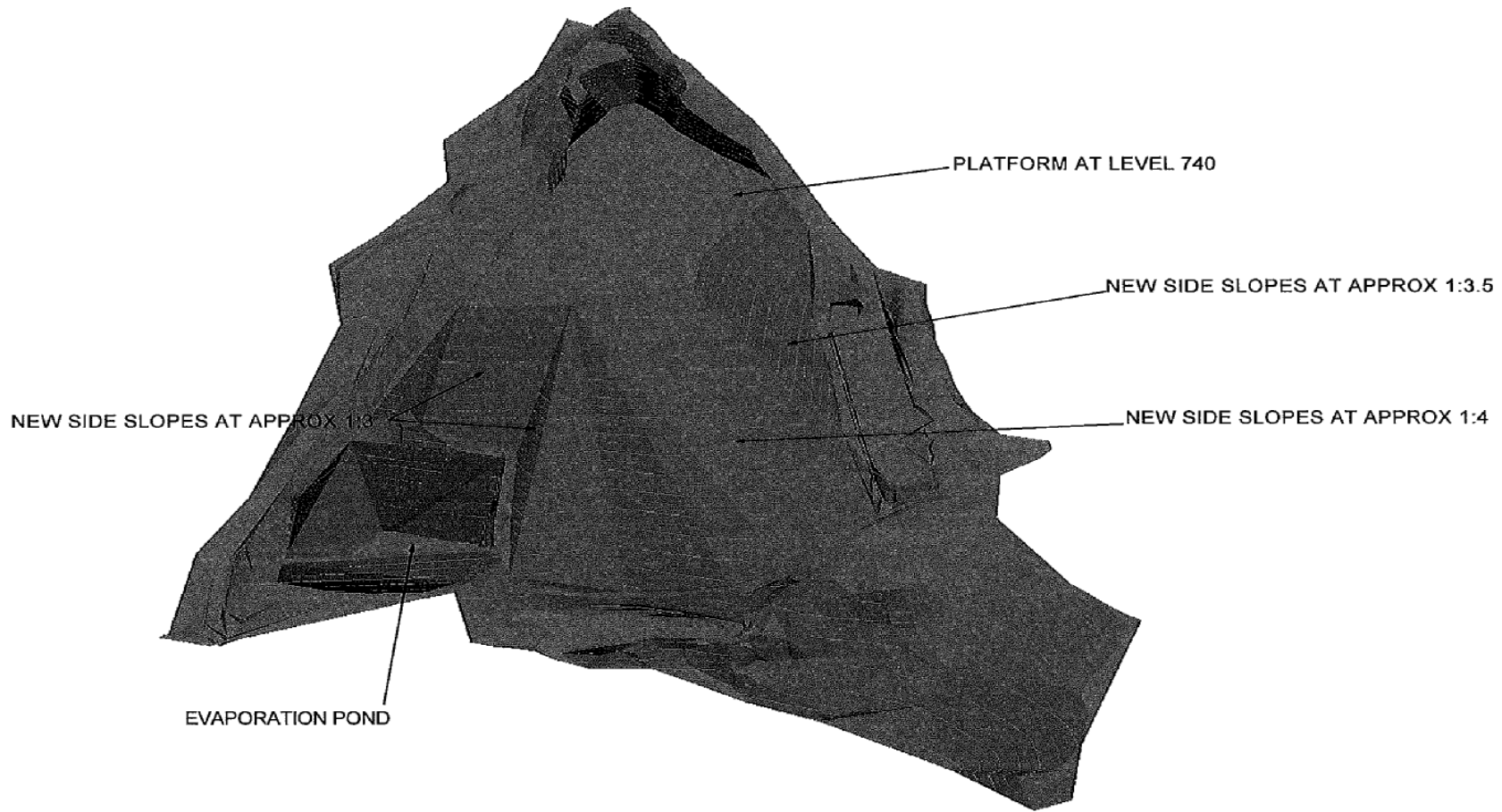
GEORGE: 22 Seaview Avenue, George 6520  
 BISHOP: 4788 Ragsdale Road, Bishop 5601  
 PORT ALBERT: 10001 20th St, Port Albrit 5210  
 FAL: 177-11-200 8988, Fax: 177-11-200 1000, envitech@envitech.co.za  
 NORTON: 10001 20th St, Norton 5210  
 4788 Ragsdale Road, Bishop 5601  
 Fax: +27-31-221 1950, Fax: +27-31-221 1000, norton@envitech.co.za

SCALE	SYSTEM - WG 29
NOT TO SCALE	
CONTOUR INTERVAL	DRAWING SIZE
N/A	A1

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	EXCAVATED MODEL VIEW 6

REFERENCE No.	195-2008
DRAWING No.	020





SURVEY LEGEND	
BENCH MARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE ROUND	
MANHOLE SQUARE	
TRIZEN	
PILLAR	
BUMP	
CONCRETE	
SURFACING	
SIGN	
FLAG	
DISK/SCREW	
WYPER	
WATER METER	
CANASTRA	
VALVE	
WATER TAP	
USCH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

**AMENDMENTS**

DESIGNED BY	No.	DATE	DESCRIPTION
SKJ			
DESIGN CHECKED BY			
SKJ			
DRAWN BY			
BT			
DRAWING CHECKED BY			
BLJ			



GREATER TZANEEN MUNICIPALITY

**envitech solutions**

Sandton: 22 Seaview Avenue, Sandton 2008  
 Johannesburg: 4 W. 18th May Road, Sandton 2016  
 Tel: +27 11 421 1910 Fax: +27 11 421 1999  
 envitech@envitech.co.za  
 Rosebank Hotel: 80 Omsida Street, Rosebank 2008  
 Tel: +27 21 534 1000 Fax: +27 21 534 1000  
 envitech@rosebank.co.za

SCALE  
NOT TO SCALE

SYSTEM = WG 20

CLIENT  
GREATER TZANEEN MUNICIPALITY

PROJECT  
TZANEEN LANDFILL SITE

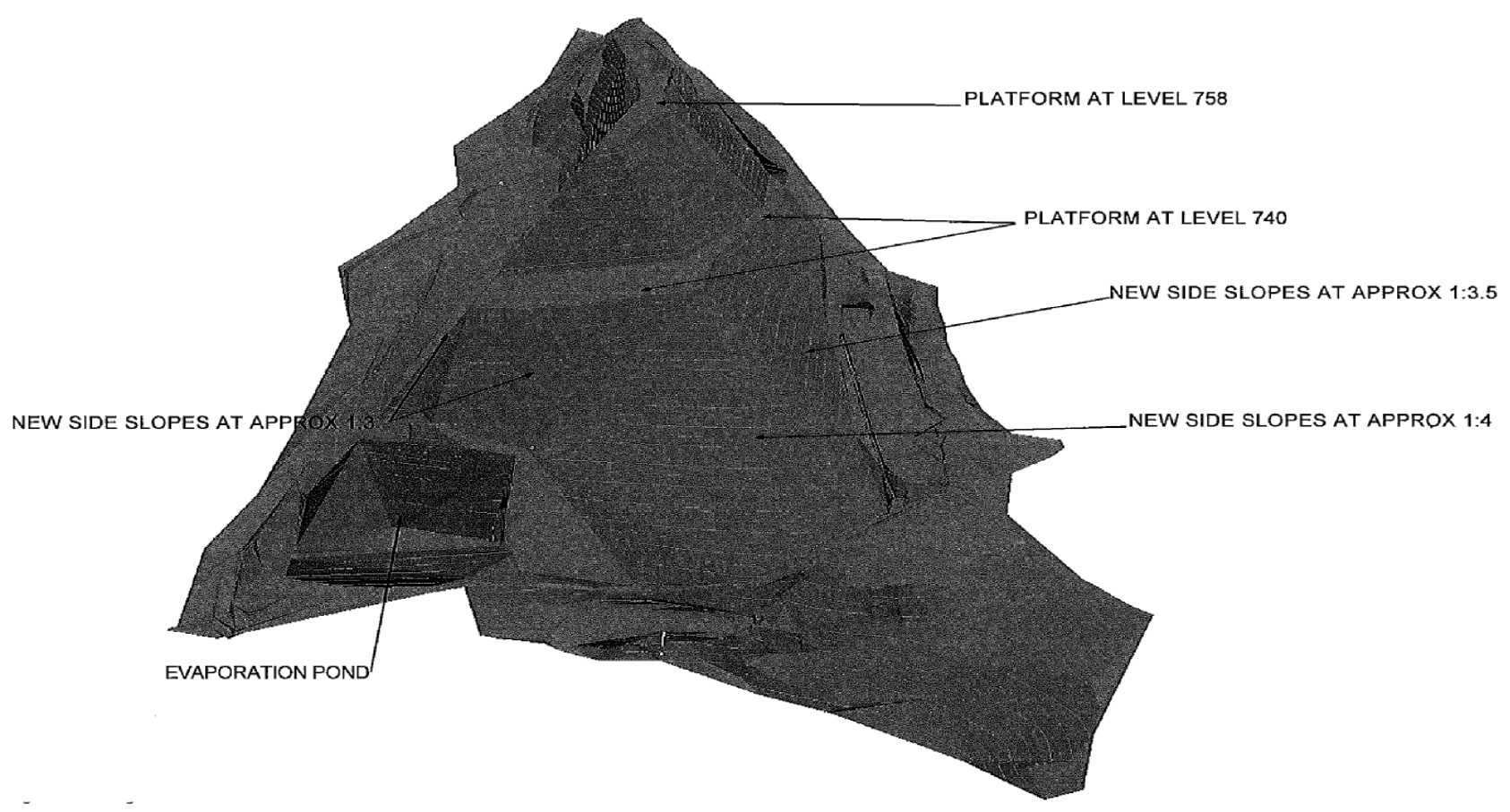
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INTERVAL  
N/A

DRAWING  
SIZE  
A1

TITLE  
PHASE 1 TO LEVEL 740  
VIEW 7

REFERENCE No.  
195-2008

DRAWING No.  
021



SURVEY LEGEND	
BENCHMARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE ROUND	
MANHOLE SQUARE	
TELKOM	
PILLAR	
TVM	
CONCRETE	
SURFACEING	
SKIN	
FLAG	
BORDERLINE	
ROAD	
WATER METER	
CADASTRAL	
VALVE	
WATER TAP	
IRISH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
DESIGNED BY	No.	DATE	DESCRIPTION
SAU			
DESIGN CHECKED BY			
SAU			
DRAWN BY			
ST			
DRAWING CHECKED BY:			
BLJ			



**envitech solutions**

Office: 22 De Wet Ave, 1st Floor, Boksburg, 1029  
 Tel: +27 (0) 11 428 4781 Fax: +27 (0) 11 428 4782  
 envitech@envitech.co.za

Head Office: 4th Floor, 1000 Park Road, Midrand, 2008  
 Tel: +27 (0) 11 428 4781 Fax: +27 (0) 11 428 4782  
 envitech@envitech.co.za

SCALE	SYSTEM = WG 29
NOT TO SCALE	
COLOR	DRAWING
INTERVAL	SIZE
N/A	A1

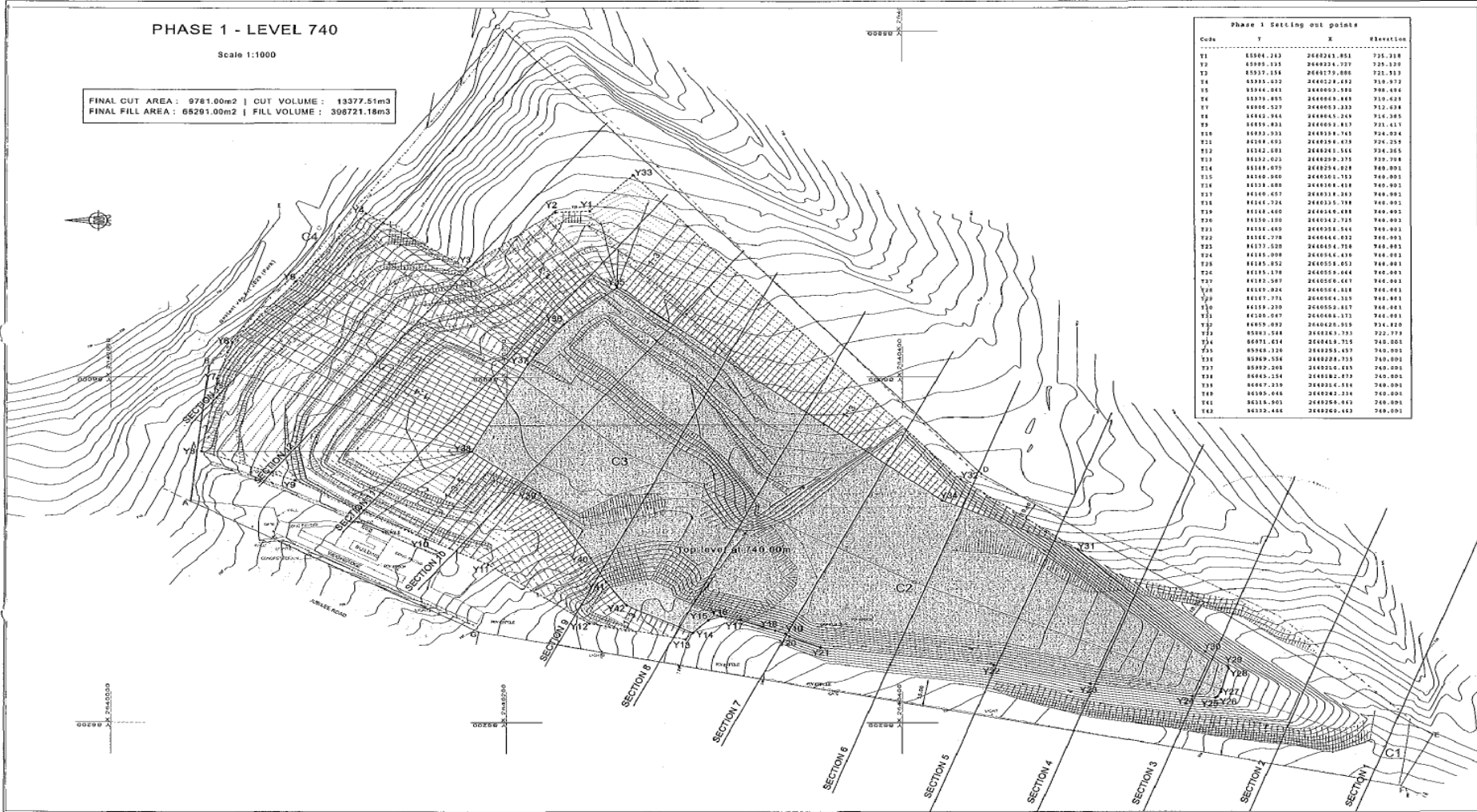
CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	PHASE 2 TO LEVEL 758 VIEW 8

REFERENCE No.	195-2008
DRAWING No.	022

PHASE 1 - LEVEL 740

Scale 1:1000

FINAL CUT AREA : 9781.00m<sup>2</sup> | CUT VOLUME : 13377.51m<sup>3</sup>  
 FINAL FILL AREA : 65291.00m<sup>2</sup> | FILL VOLUME : 306721.18m<sup>3</sup>



Code	Y	X	Elevation
Y1	65864.240	2440241.861	726.208
Y2	65885.135	2440234.727	726.120
Y3	65937.154	2440179.686	721.913
Y4	65939.452	2440224.852	710.972
Y5	65944.041	2440063.386	706.484
Y6	65979.855	2440079.449	710.423
Y7	65986.527	2440063.320	712.614
Y8	65942.944	2440045.248	716.385
Y9	65955.831	2440079.417	721.417
Y10	65999.333	2440038.745	724.204
Y11	66104.453	2440056.478	726.258
Y12	66142.081	2440043.545	734.365
Y13	66150.023	2440029.375	737.708
Y14	66164.075	2440254.028	740.000
Y15	66160.950	2440501.159	740.000
Y16	66159.488	2440318.459	740.000
Y17	66160.457	2440318.563	740.000
Y18	66164.724	2440315.789	740.000
Y19	66168.400	2440448.488	740.000
Y20	66166.180	2440342.735	740.000
Y21	66154.449	2440358.344	740.000
Y22	66164.778	2440444.432	740.000
Y23	66170.520	2440454.718	740.000
Y24	66185.008	2440514.436	744.893
Y25	66185.852	2440558.051	740.000
Y26	66195.178	2440559.464	740.000
Y27	66182.587	2440506.447	744.893
Y28	66185.024	2440574.418	744.893
Y29	66187.771	2440564.337	744.893
Y30	66195.230	2440552.417	744.893
Y31	66185.047	2440484.173	744.893
Y32	66195.093	2440428.858	734.820
Y33	65983.548	2440243.703	722.770
Y34	66071.434	2440419.755	740.000
Y35	66068.320	2440255.457	740.000
Y36	65969.254	2440228.333	740.000
Y37	65997.200	2440210.485	740.000
Y38	66040.254	2440182.870	740.000
Y39	66047.339	2440216.334	740.000
Y40	66193.444	2440242.334	740.000
Y41	66154.903	2440258.893	740.000
Y42	66150.444	2440262.483	740.000

SURVEY LEGEND	
MANHOLE	[Symbol]
DIST. BOX	[Symbol]
FIRE HYDRANT	[Symbol]
LAMP POST	[Symbol]
MANHOLE ROUND	[Symbol]
MANHOLE SQUARE	[Symbol]
TIE/CLIM	[Symbol]
PILLAR	[Symbol]
SWAMP	[Symbol]
CONCRETE	[Symbol]
SURFACING	[Symbol]
SKIN	[Symbol]
FLAG	[Symbol]
ROCK/PILE	[Symbol]
W/FRFR	[Symbol]
WATER METER	[Symbol]
CADASTRAL	[Symbol]
VALVE	[Symbol]
WATER TAP	[Symbol]
BUSH	[Symbol]
TREE 1	[Symbol]
TREE 2	[Symbol]
TREE 3	[Symbol]
TREE 4	[Symbol]

AMENDMENTS			
No.	DATE	DESCRIPTION	APPROVED



**envitech solutions**

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Kwa-Zulu Natal: 10 Green House, Greenhatch Office Park, 405 St Mary's Road, Durban, 4001, South Africa. Tel: +27-31-764 1840, Fax: +27-31-764 1555, email: info@envitech.co.za

SCALE: 1 : 1000

SYSTEM = WG 28

CONTOUR INTERVAL: 0.5m

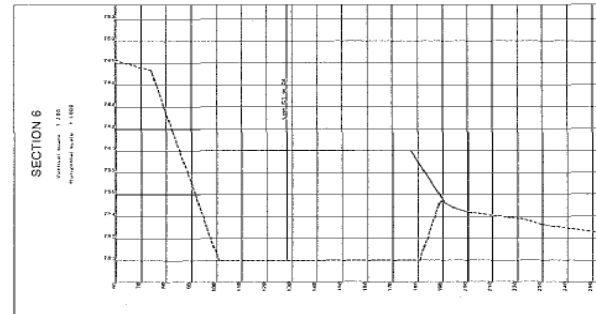
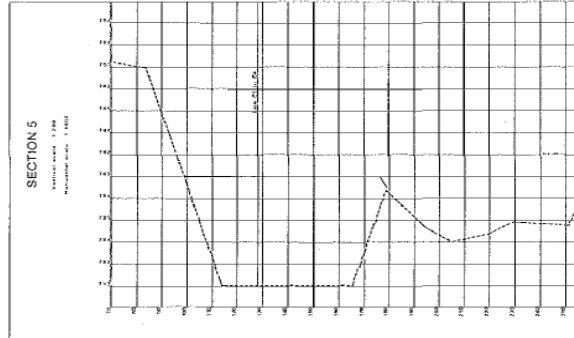
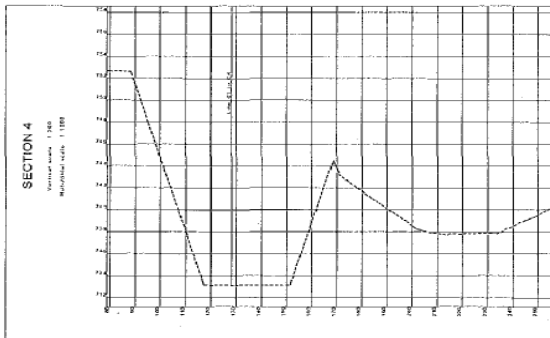
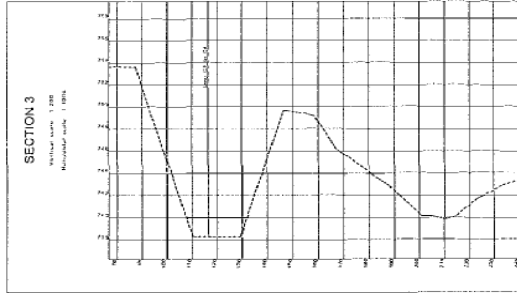
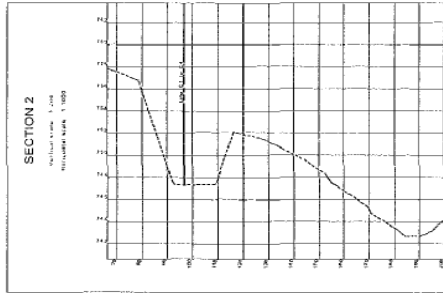
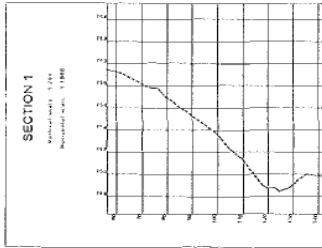
CL:1941 GREATER TZANEEN MUNICIPALITY

FD:2018 TZANEEN LANDFILL SITE

TITLE: PHASE 1 LAYOUT PLAN

REFERENCE No: 195-2008

DRAWING No: 004



SURVEY LEGEND	
BENCH MARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE	
MANHOLE SQUARE	
TRUNK	
PILLAR	
SWAMP	
CONCRETE	
SURFACING	
SON	
FLAG	
BOND HOLE	
MANHOLE	
WATER METER	
CHEMSTRAL VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS

No.	DATE	DESCRIPTION	APPROVED



**envitech solutions**

Soweto: 57 Savannah Avenue, Northwold, Boksburg, 1501, South Africa. Tel: +27-11-436 5210, Fax: +27-11-436 5714, envitech@envib.co.za  
 Kwa-Zulu Natal: De Gama House, Greenodon Office Park, 40 St Mary's Road, KwaDukuza, 3210, South Africa. Tel: +27-31-784 1896, Fax: +27-31-784 1856, brendon@envitech.co.za

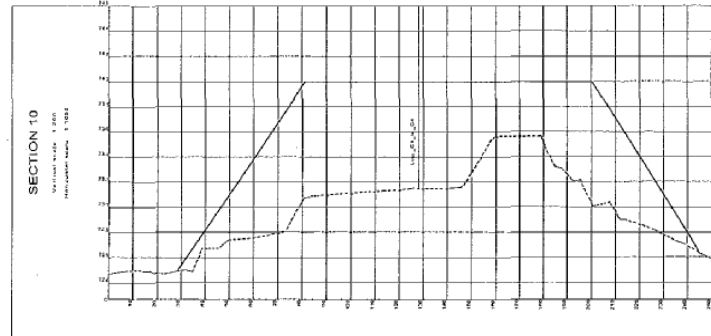
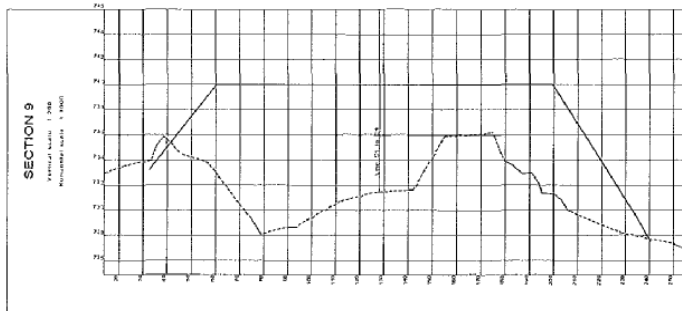
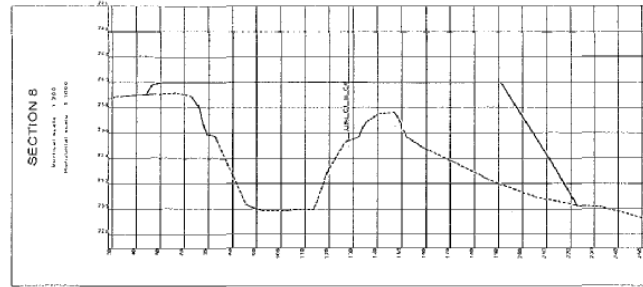
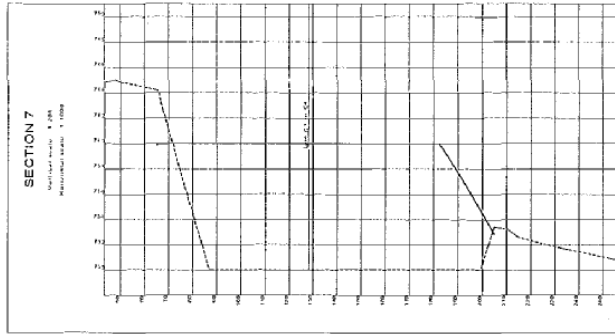
SCALE  
1 : 1000

COURTIER  
INTERVAL  
0.5m

SYSTEM = WG 20

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
FILE	PHASE 1 SECTIONS Sheet 1

REFERENCE No	195-2008
DRAWING No	005



SURVEY LEGEND	
BENCH MARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE	
MANHOLE SQUARE	
TRUCK	
POLLAR	
SWAMP	
CONCRETE	
SURFACING	
SIGN	
FLAG	
BOFSHOLE	
MARKER	
WATER LETTER	
CADASTRAL	
VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
NO.	DATE	DESCRIPTION	APPROVED



**envitech solutions**

SAUSERS: 22 Sevens Avenue, Newlands, Rondebosch, 7701  
 SOUTH AFRICA  
 Tel: +27-11-255 2810  
 Fax: +27-11-255 2714  
 envitech@envitech.co.za

Kwa-Zulu Natal: De Groot House, Greenoach Office Park, 416 St Mary's Road, Pietermaritzburg, 3210  
 Tel: +27-31-764 1688  
 Fax: +27-31-764 1688  
 brandson@envitech.co.za

SCALE  
1 : 1000

SYSTEM - WIG 29

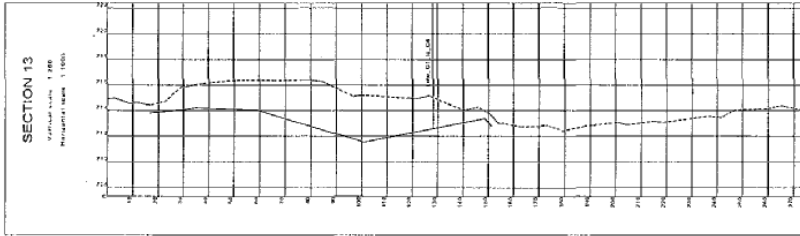
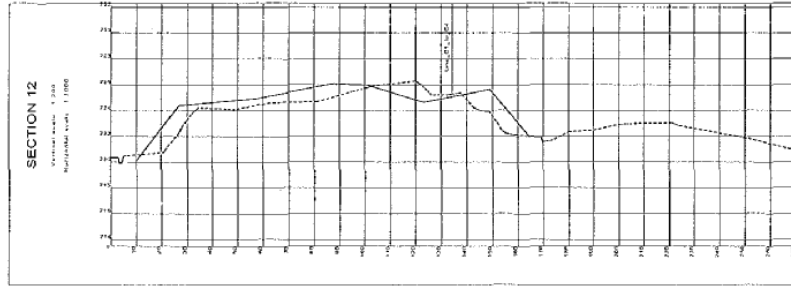
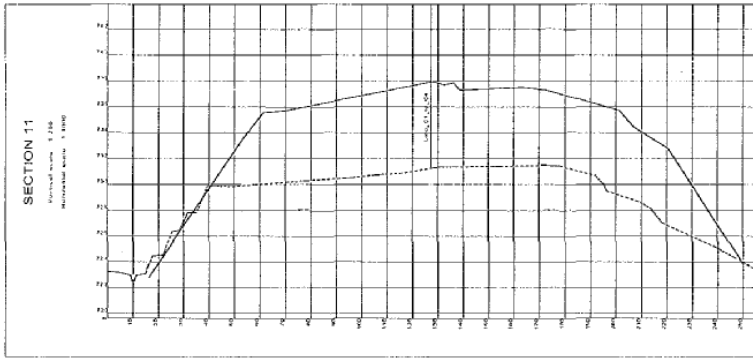
CLIENT  
GREATER TZANEEN MUNICIPALITY

PROJECT  
TZANEEN LANDFILL SITE

TITLE  
PHASE 1 SECTIONS Sheet 2

REFERENCE NO  
195-2008

DRAWING NO  
006



SURVEY LEGEND	
BENCHMARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE END	
MANHOLE SQUARE	
TELSON	
PILLAR	
SWAMP	
CONCRETE	
SURFACING	
IRON	
FLAG	
BORHOLE	
LARKER	
WATER METER	
CANASTRAL	
VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS		
DATE	DESCRIPTION	APPROVED



**envitech solutions**

22 Seaforth Avenue, Newlands, 7951  
 406 Gains House, Greenich Office Park, Kloof, 3610  
 416 St Mary's Road, Rondebosch, 7701  
 Tel: +27-11-428 2210 Fax: +27-11-428 2714  
 envitech@envitech.co.za brendan@envitech.co.za

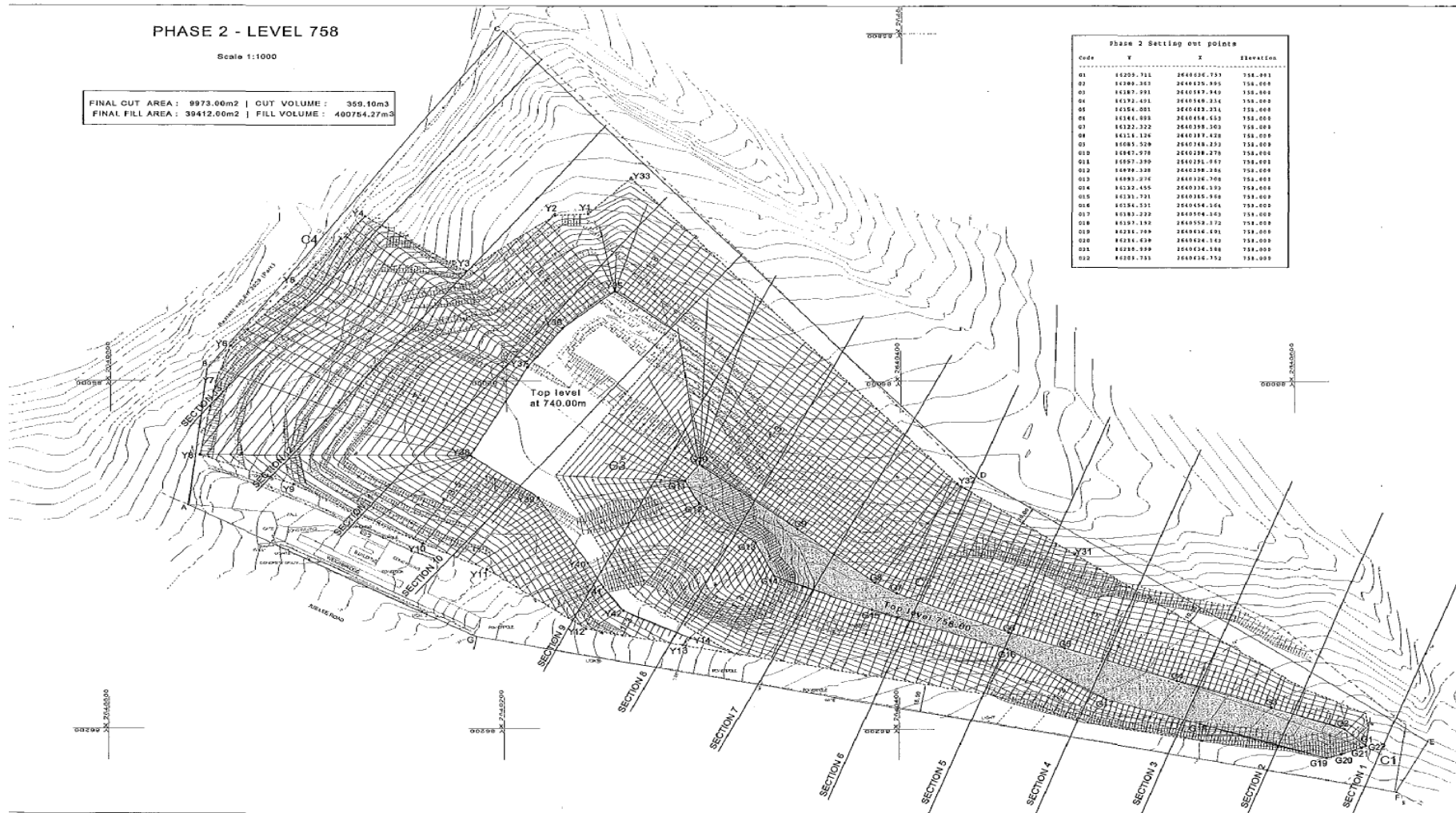
SCALE	SYSTEM = WG 28	CLIENT	GREATER TZANEEN MUNICIPALITY	REFERENCE	195-2008
1 : 1000		PROJECT	TZANEEN LANDFILL SITE		
CORNER		TITLE	PHASE 1 SECTIONS Sheet 3		
INTERVAL	0.5m				007

PHASE 2 - LEVEL 758

Scale 1:1000

FINAL CUT AREA : 9973.06m<sup>2</sup> | CUT VOLUME : 359.10m<sup>3</sup>  
 FINAL FILL AREA : 39412.06m<sup>2</sup> | FILL VOLUME : 400784.27m<sup>3</sup>

Code	X	Y	Elevation
G1	14205.724	2640246.723	758.000
G2	14200.363	2640235.885	758.000
G3	14187.991	2640237.749	758.000
G4	14172.451	2640239.314	758.000
G5	14154.081	2640243.254	758.000
G6	14144.893	2640244.513	758.000
G7	14122.222	2640239.403	758.000
G8	14114.126	2640237.428	758.000
G9	14085.529	2640248.232	758.000
G10	14047.978	2640239.278	758.000
G11	14037.399	2640231.497	758.000
G12	14029.320	2640239.286	758.000
G13	14005.216	2640239.700	758.000
G14	14022.455	2640216.393	758.000
G15	14131.721	2640245.908	758.000
G16	14124.531	2640244.264	758.000
G17	14102.222	2640244.403	758.000
G18	14107.132	2640252.372	758.000
G19	14224.799	2640234.491	758.000
G20	14224.428	2640234.182	758.000
G21	14226.939	2640234.588	758.000
G22	14203.733	2640236.752	758.000



**SURVEY LEGEND**

- BOUNDARY
- DIST. BOX
- FIRE HYDRANT
- LAMP POST
- MANHOLE
- MANHOLE COVER
- TRUCK
- PILLAR
- SURVEY
- CONCRETE
- SURFACING
- SIGN
- FLAG
- NON-CIRCLE
- WATER
- WATER METER
- CADASTRAL
- VALVE
- WATER TAP
- BUSH
- TREE 1
- TREE 2
- TREE 3
- TREE 4

AMENDMENTS

No.	DATE	DESCRIPTION	APPROVED



**envitech solutions**

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 Tel: +27-11-236 2810 Fax: +27-11-438 3114  
 envitech@envitech.co.za

Greenfield: 45 St Mary's Road, Rivoli, 1610  
 Tel: +27-21-784 1998 Fax: +27-21-784 1888  
 tremble@envitech.co.za

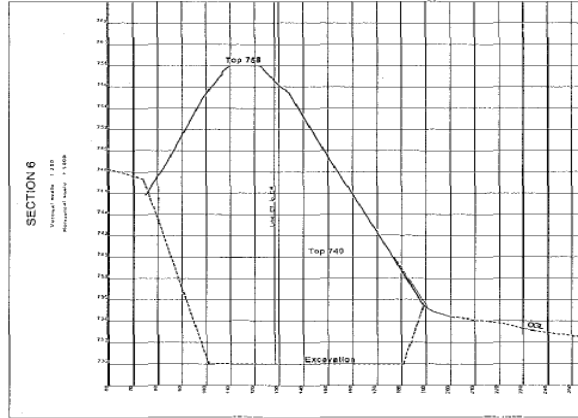
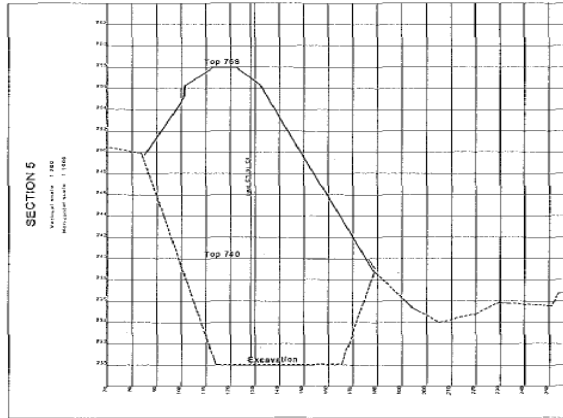
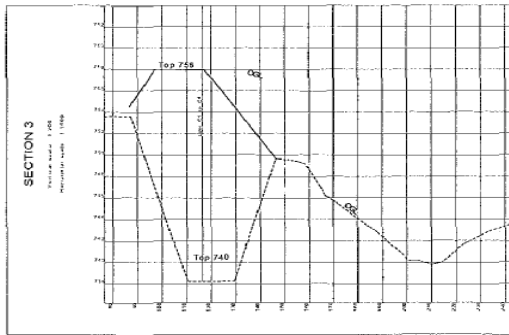
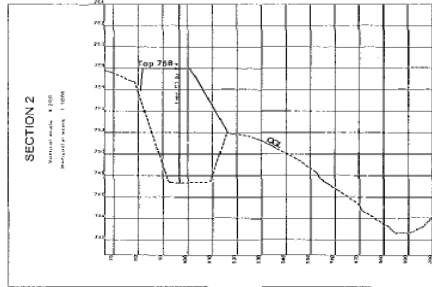
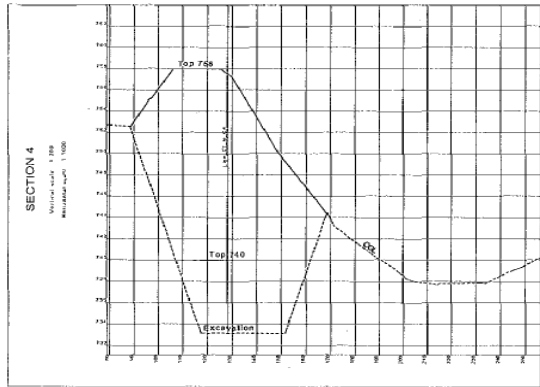
SCALE  
1 : 1000

CONTOUR  
INTERVAL  
0.0m

SYSTEM = WGS 20

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	PHASE 2 PLAN LAYOUT

REFERENCE NO.	195-2008
DRAWING NO.	008



SURVEY LEGEND	
EDCH MARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
WASHHOUSE	
MANHOLE SQUARE	
TELKOM	
PILLAR	
SUMP	
CONCRETE	
SURFACING	
SIGN	
FLAG	
ROCKHOLE	
WELLER	
WATER METER	
CANASTRAL	
VALVE	
WATER TAP	
BLUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
NO.	DATE	DESCRIPTION	APPROVED



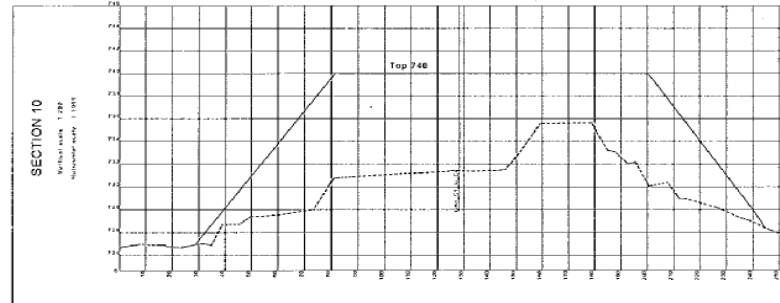
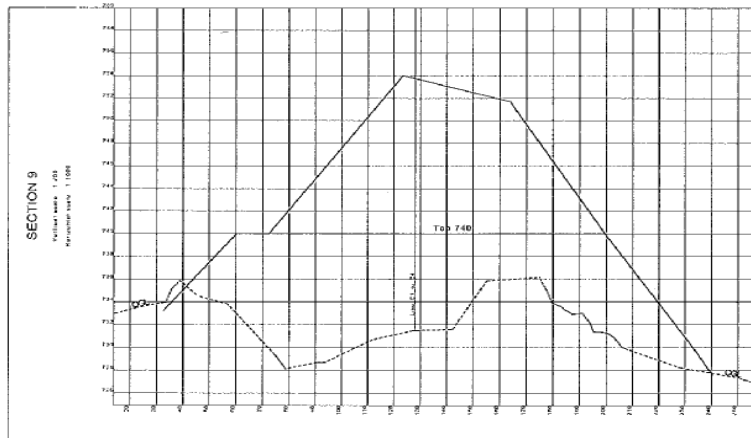
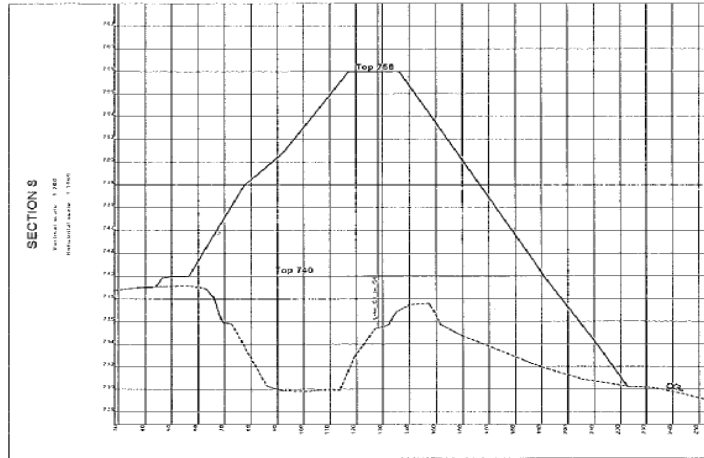
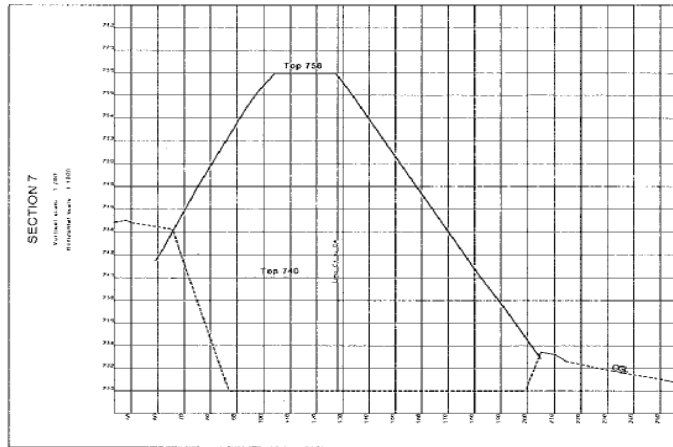
**envitech solutions**

Gauteng: 77 Spierdriev. Avenue, Northmead, Sandown, 2146, South Africa  
 Tel: +27-11-426 2810 Fax: +27-11-426 9714 envitech@envitech.co.za

Kwa-Zulu Natal: 64 Drama House, Greenlark Office Park, 406 St Mary's Road, Durban, 4013, South Africa  
 Tel: +27-31-206 1855 Fax: +27-31-264 1806 branding@envitech.co.za

SCALE 1 : 1000	SYSTEM = WG 20	CLIENT GREATER TZANEEN MUNICIPALITY	REFERENCE NO. 195-2008
CONTOUR INTERVAL 0.5m		PROJECT TZANEEN LANDFILL SITE	
		TITLE PHASE 2 SECTIONS Sheet 1	DWG/FIG NO. 009





**SURVEY LEGEND**

- NO. CH. MARK
- DIST. BOX
- FIRE HYDRANT
- LAMP POST
- MANHOLE RING
- MANHOLE SQUARE
- TRUNK
- PILLAR
- SWAMP
- CONCRETE
- SURFACING
- SIGN
- FLAG
- BORSHOLE
- WELLER
- WATER METER
- CADASTRAL
- VALVE
- WATER TAP
- SEW
- TREE 1
- TREE 2
- TREE 3
- TREE 4

AMENDMENTS		
DESCRIPTION	APPROVED	



**envitech solutions**

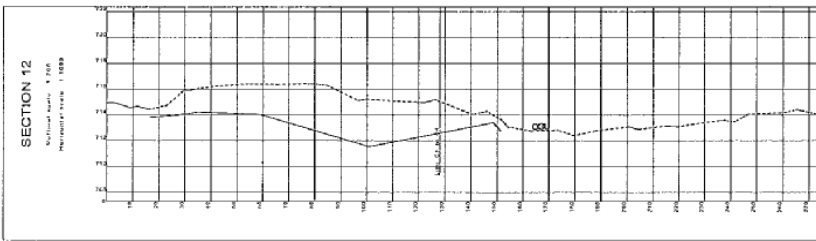
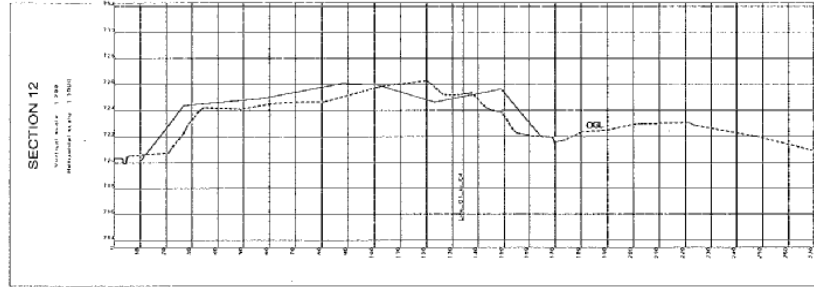
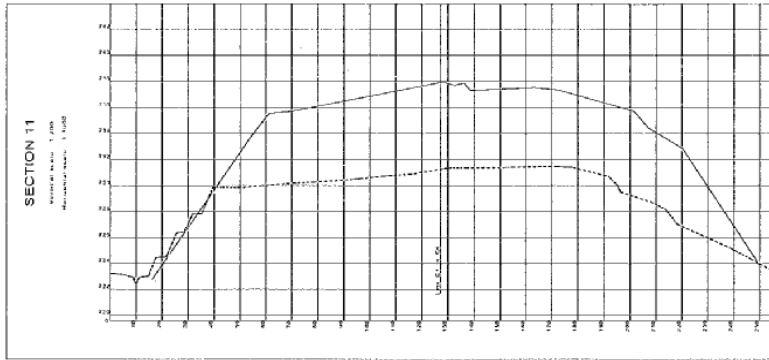
**Gauteng:**  
 22 Sawentz Avenue  
 Johannesburg  
 Benoni, 1501  
 South Africa  
 Tel: +27-11-228 2880  
 Fax: +27-11-428 3714  
 envitech@envitech.co.za

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 Greenock Office Park  
 48 St Mary's Road,  
 Durban, 4001, 4010  
 Tel: +27-31-264 2656  
 Fax: +27-31-264 1659  
 kzn@envitech.co.za

SCALE 1 : 1000	SYSTEM = WG 29
CONTR. INTERVAL 0.5m	

CLIENT GREATER TZANEEN MUNICIPALITY
PROJECT TZANEEN LANDFILL SITE
TITLE PHASE 2 SECTIONS Sheet 2

REFERENCE NO. 195-2008
DRAWING NO. 010



SURVEY LEGEND	
BENCH MARK	
CHIT. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE ROUND	
MANHOLE SQUARE	
TELUM	
PILLAR	
GRIP	
CONCRETE	
SURFACING	
SIGN	
FLAG	
BORSHOLE	
MANHOLE	
WATER METER	
CADASTRAL	
VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS		
DATE	DESCRIPTION	APPROVED



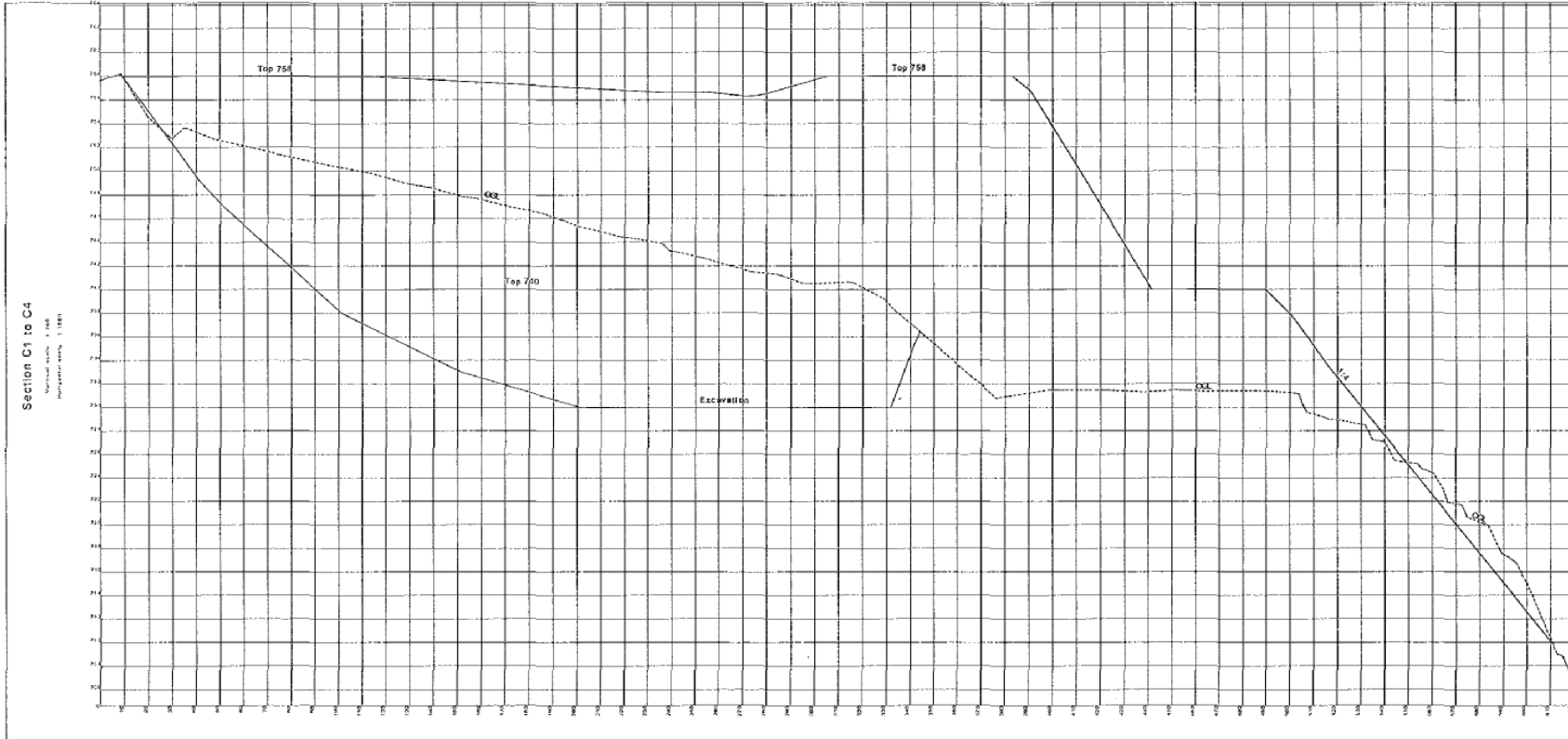
**envitech solutions**

Olayiwola: 22 Swarth Avenue, Northmead, Bantol, 1601, South Africa. Tel: +27-11-426 2310, Fax: +27-11-426 3714, envitech@envitech.co.za  
 Kwa-Sedu Hotel: 67a Gama House, Greenwch Office Park, 40 St Mary's Road, Nigel, 2610, South Africa. Tel: +27-21-264 1665, Fax: +27-21-264 1666, breson@envitech.co.za

SCALE 1 : 1000	SYSTEM = WG 29
CONTOUR INTERVAL 0.5m	

CLIENT GREATER TZANEEN MUNICIPALITY	REFERENCE No. 195-2008
PROJECT TZANEEN LANDFILL SITE	
TITLE PHASE 2 SECTIONS Sheet 3	

DRAWING No. 011
--------------------



Section C1 to C4  
Vertical scale: 1:100  
Horizontal scale: 1:1000

SURVEY LEGEND	
BENCHMARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE ROUND	
MANHOLE SQUARE	
TELUM	
PILLAR	
SWAMP	
CONCRETE	
SURFACING	
SIGN	
FLAG	
BOUNDARY	
WYHER	
WATER METER	
CADASTRAL	
VALVE	
WATER TAP	
BUSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

**AMENDMENTS**

DATE	DESCRIPTION	APPROVED



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 envitech@mweb.co.za

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 Tel: +27-31-744 1666 Fax: +27-31-744 1655  
 brandon@envitech.co.za

SCALE  
1 : 1000

COLOR  
INTERVAL  
0.5m

SYSTEM = WG 29

CLIENT  
GREATER TZANEEN MUNICIPALITY

PROJECT  
TZANEEN LANDFILL SITE

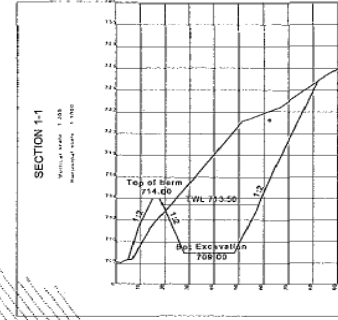
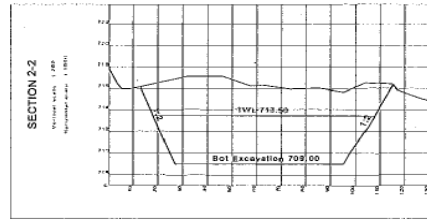
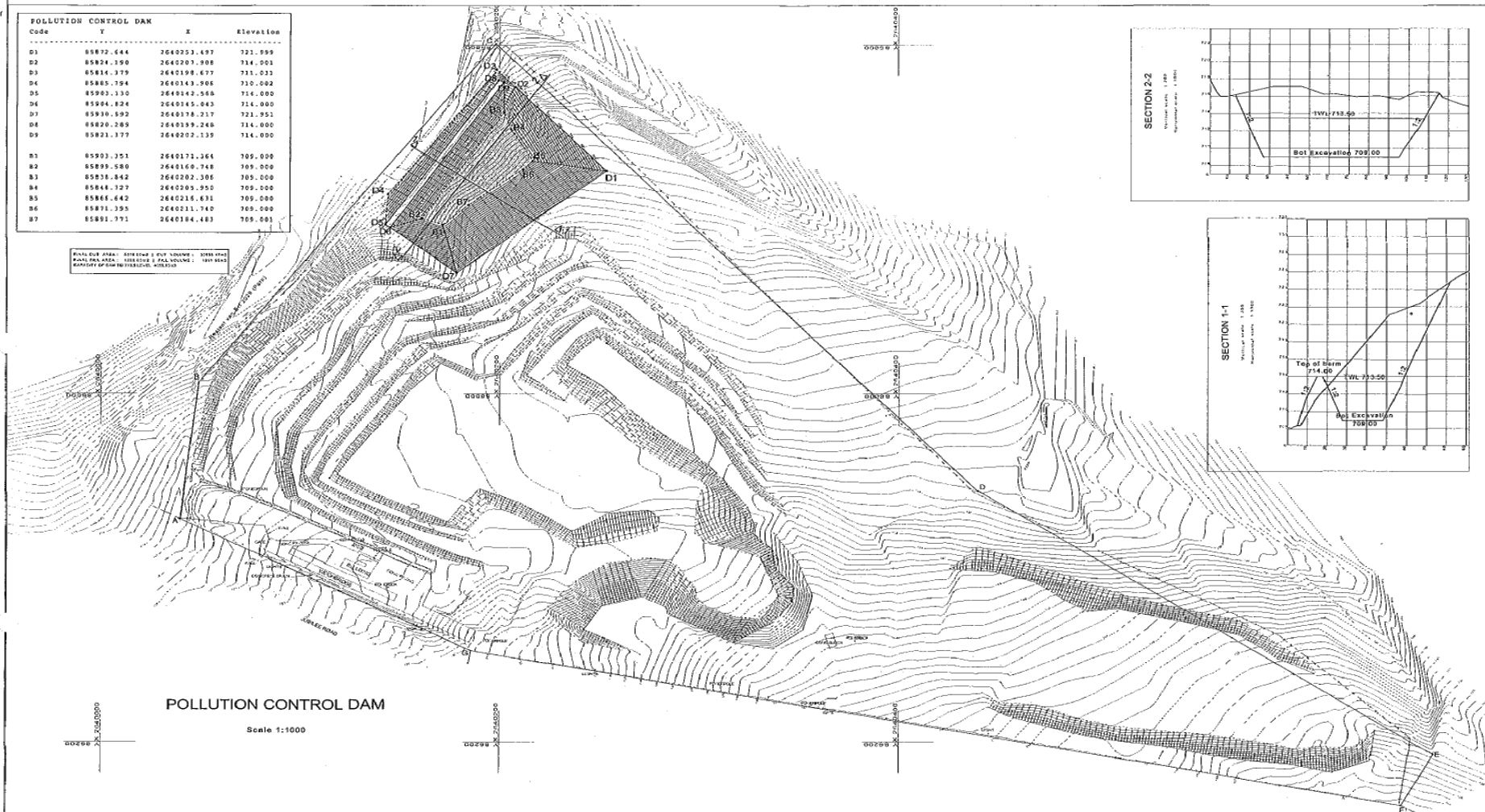
TITLE  
LONGSECTION C1 TO C4 ALL PHASES

REFERENCE No.  
195-2008

DRAWING No.  
012

POLLUTION CONTROL DAM			
Code	X	Y	Elevation
D1	85872.644	2640253.497	723.599
D2	85824.190	2640207.908	714.003
D3	85814.379	2640198.677	711.033
D4	85805.784	2640143.906	710.002
D5	85902.130	2640142.565	714.000
D6	85904.824	2640145.043	714.000
D7	85930.592	2640178.217	721.951
D8	85820.285	2640339.246	714.000
D9	85821.177	2640202.139	714.000
B1	85903.251	2640171.264	709.000
B2	85899.580	2640160.748	709.000
B3	85838.842	2640202.305	705.000
B4	85844.127	2640205.950	709.000
B5	85805.642	2640216.631	709.000
B6	85871.355	2640211.740	709.000
B7	85891.771	2640184.483	709.000

FINAL DDA AREA : 3018 SQM ± (PUT VOLUME : 3000 M<sup>3</sup>)  
 FINAL PDA AREA : 1088 SQM ± (PUT VOLUME : 1000 M<sup>3</sup>)  
 BOUNDARY OF DAM TO 1:2000 SCALE, 10/03/2010



SURVEY LEGEND	
BENCH MARK	▲
DIST. BOX	□
FIRE HYDRANT	⊕
LAMP POST	⊙
BOUNDARY	⊙
UNDERGROUND	⊙
TUBEW	⊙
PILLAR	⊙
SWAMP	⊙
CONCRETE	⊙
SURFACING	⊙
SION	⊙
FLAG	⊙
BENCH	⊙
MINNER	⊙
WATER METER	⊙
CADASTRAL	⊙
VALVE	⊙
WATER TAP	⊙
BUSH	⊙
TREE 1	⊙
TREE 2	⊙
TREE 3	⊙
TREE 4	⊙

**POLLUTION CONTROL DAM**  
Scale 1:1000

AMENDMENTS			
No.	DATE	DESCRIPTION	APPROVED



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100 Gama House, Greenfield Office Park, 4th St Mary's Road, Sandton, 2010  
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 Fax: +27-21-794 1559  
 brendan@envitech.co.za

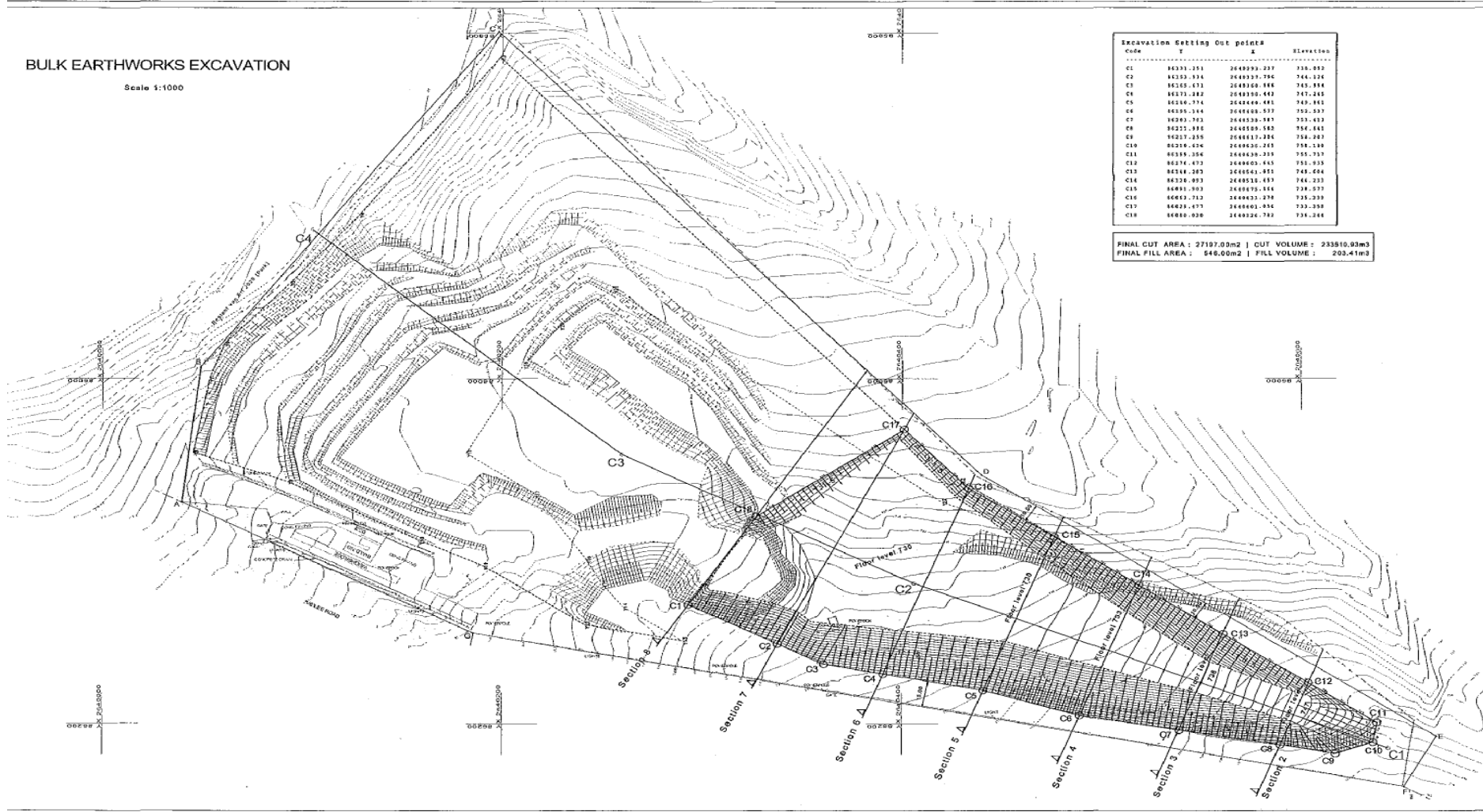
SCALE	1 : 1000
SYSTEM	WG 31
CONTOUR INTERVAL	0.5m

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
TITLE	POLLUTION CONTROL DAM

REFERENCE No.	195-2008
DRAWING No.	001

# BULK EARTHWORKS EXCAVATION

Scale 1:1000



Code	X	Y	Elevation
C1	86371.253	2648973.237	736.892
C2	86339.314	2648937.786	746.324
C3	86368.673	2648368.868	745.854
C4	86371.282	2648390.449	747.245
C5	86346.714	2648409.445	749.865
C6	86355.344	2648408.537	752.537
C7	86261.793	2648338.387	753.433
C8	86225.385	2648289.163	756.845
C9	86237.255	2648617.284	758.267
C10	86219.624	2648926.243	758.189
C11	86358.254	2648939.239	755.717
C12	86274.473	2648803.645	751.933
C13	86344.283	2648564.853	748.664
C14	86326.893	2648538.457	746.233
C15	86881.993	2648879.164	738.575
C16	86663.713	2648833.278	735.339
C17	86828.473	2648661.856	733.299
C18	86882.838	2648826.782	738.284

FINAL CUT AREA : 27107.03m<sup>2</sup> | CUT VOLUME : 233810.93m<sup>3</sup>  
 FINAL FILL AREA : 646.00m<sup>2</sup> | FILL VOLUME : 203.41m<sup>3</sup>

SURVEY LEGEND	
BENCH MARK	
DIST. BOX	
FIRE HYDRANT	
LAMP POST	
MANHOLE ROUND	
MANHOLE SQUARE	
TELKOM	
PILLAR	
BM/FP	
CONCRETE	
SURFACING	
SHIN	
FLAG	
MOBILE	
WATER	
WATERMETER	
CADASTRAL	
VALVE	
WATER TAP	
ELSH	
TREE 1	
TREE 2	
TREE 3	
TREE 4	

AMENDMENTS			
No.	DATE	DESCRIPTION	APPROVED

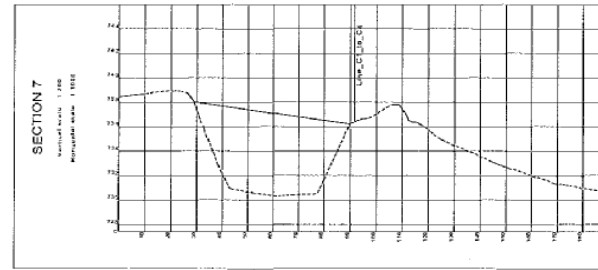
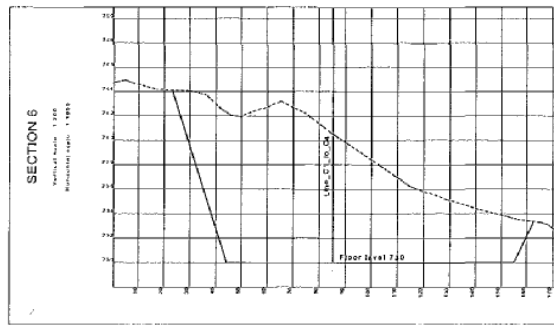
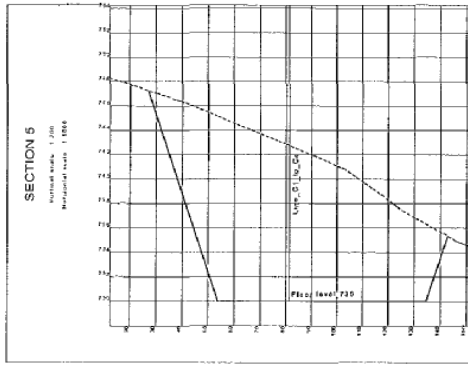
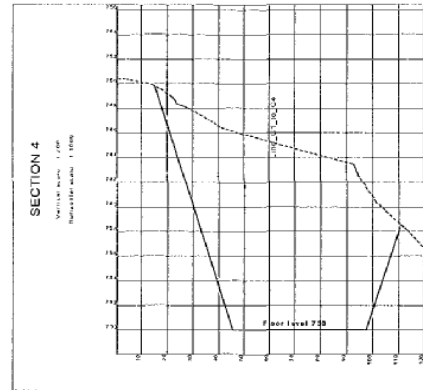
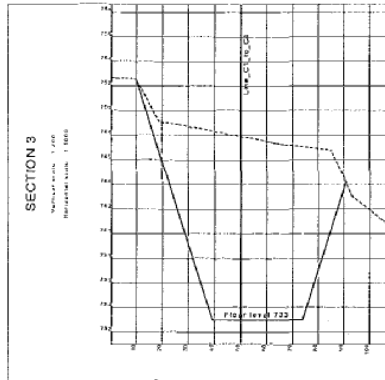
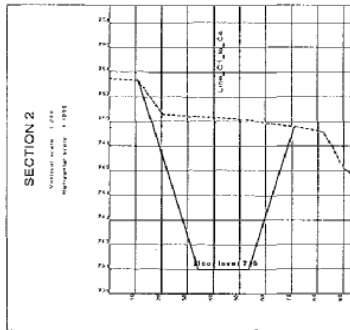
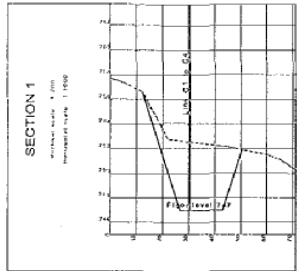


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 Fax: +27-11-426 3714  
 envitech@envitech.co.za

SCALE 1 : 1000	SYSTEM - WG 28	CLIENT GREATER TZANEEN MUNICIPALITY	REFERENCE NO. 195-2008
COURTICAL INTERVAL 0.5m		PROJECT TZANEEN LANDFILL SITE	
		TITLE SITE EXCAVATION PLAN	DATE/NO 002



**SURVEY LEGEND**

- RECHMARK
- DIST. BOX
- FIRE HYDRANT
- LAMP POST
- MANHOLE ROUND
- MANHOLE SQUARE
- TENON
- PILLAR
- SWAMP
- CONCRETE
- SURFACING
- SIGN
- FLAG
- BOREHOLE
- MANHOLE
- WATERMETER
- CANASTRAL
- VALVE
- WATER TAP
- BLEH
- TREE 1
- TREE 2
- TREE 3
- TREE 4

**AMENDMENTS**

DATE	DESCRIPTION	APPROVED



**envitech solutions**  
 23 Baxendale Avenue, Northwood, Gauteng, 1904, South Africa  
 Tel: +27-11-428 2810 Fax: +27-11-428 3714  
 envitech@envitech.co.za brecken@envitech.co.za

SCALE  
1 : 1000  
  
CONTOUR  
INTERVAL  
0,5m

SYSTEM - WG 29  
  
PROJECT  
  
SITE

CLIENT  
**GREATER TZANEEN MUNICIPALITY**  
  
PROJECT  
**TZANEEN LANDFILL SITE**  
  
SITE  
**SITE EXCAVATION SECTIONS**

REFERENCE No  
**195-2008**  
  
DRAWING No  
**003**

PHASE 1 - LEVEL 740

Scale 1:1000

FINAL CUT AREA : 9781.00m<sup>2</sup> | CUT VOLUME : 13377.51m<sup>3</sup>  
 FINAL FILL AREA : 65291.00m<sup>2</sup> | FILL VOLUME : 388721.16m<sup>3</sup>

**FENCE FIREBREAK - m<sup>2</sup>**

A-1 =	3,183 - 44 m <sup>2</sup>
B-1 =	4,588 - 22 m <sup>2</sup>
G-1 =	3,561 - 74 m <sup>2</sup>
H-1 =	431 - 08 m <sup>2</sup>
G-2 =	6,173 - 83 m <sup>2</sup>
D-1 =	2,136 - 81 m <sup>2</sup>
C-1 =	1,028 - 69 m <sup>2</sup>
<b>Total =</b>	<b>21,103 - 81 m<sup>2</sup></b>

Phase 1 Setting out points

Code	Y	X	Elevation
11	8396.213	21032.855	735.358
12	8395.125	21022.920	735.238
13	8397.156	21037.896	733.413
14	8398.422	21031.670	733.372
15	8394.843	21030.536	734.046
16	8399.850	21030.460	734.429
17	8396.521	21030.320	733.028
18	8402.744	21030.309	734.335
19	8395.832	21030.827	733.437
20	8395.223	21029.765	734.024
21	8398.453	21030.475	734.019
22	8402.893	21021.866	734.305
23	8400.923	21029.375	733.394
24	8398.078	21029.024	740.000
25	8398.268	21029.755	740.000
26	8398.698	21029.628	740.000
27	8398.651	21031.303	740.000
28	8394.294	21022.728	740.000
29	8398.669	21029.668	740.000
30	8398.120	21030.725	740.000
31	8398.459	21029.546	740.000
32	8398.778	21030.820	740.000
33	8397.528	21030.926	740.000
34	8395.698	21030.430	740.000
35	8398.353	21030.853	740.000
36	8395.378	21030.804	740.000
37	8392.587	21030.607	740.000
38	8399.824	21030.438	740.000
39	8395.223	21030.310	740.000
40	8399.236	21030.837	740.000
41	8399.847	21030.875	740.000
42	8399.852	21030.818	734.338
43	8393.588	21030.723	733.378
44	8401.614	21030.732	740.000
45	8398.120	21029.627	740.000
46	8399.534	21029.735	740.000
47	8395.269	21029.695	740.000
48	8395.154	21029.878	740.000
49	8401.210	21029.584	740.000
50	8399.263	21029.234	740.000
51	8398.863	21029.800	740.000
52	8402.416	21029.663	740.000

**SURVEY LEGEND**

BENCHMARK	⊕
DIST. BOX	⊠
FIRE HYDRANT	⊕
LAMP POST	⊕
MANHOLE RING	⊕
MANHOLE SQUARE	⊕
TELSON	⊕
PILLAR	⊕
SWAMP	⊕
CONCRETE	⊕
BAR/FACED	⊕
SIGN	⊕
FLAG	⊕
BENCH POLE	⊕
MARKER	⊕
WATER METER	⊕
CADASTRAL	⊕
VALVE	⊕
WATER TAP	⊕
BUSH	⊕
TREE 1	⊕
TREE 2	⊕
TREE 3	⊕
TREE 4	⊕

**LAYOUT VEGETATION CONTROL**



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 Tel: +27-21-782 1888  
 Fax: +27-21-782 1886  
 cape@envitech.co.za

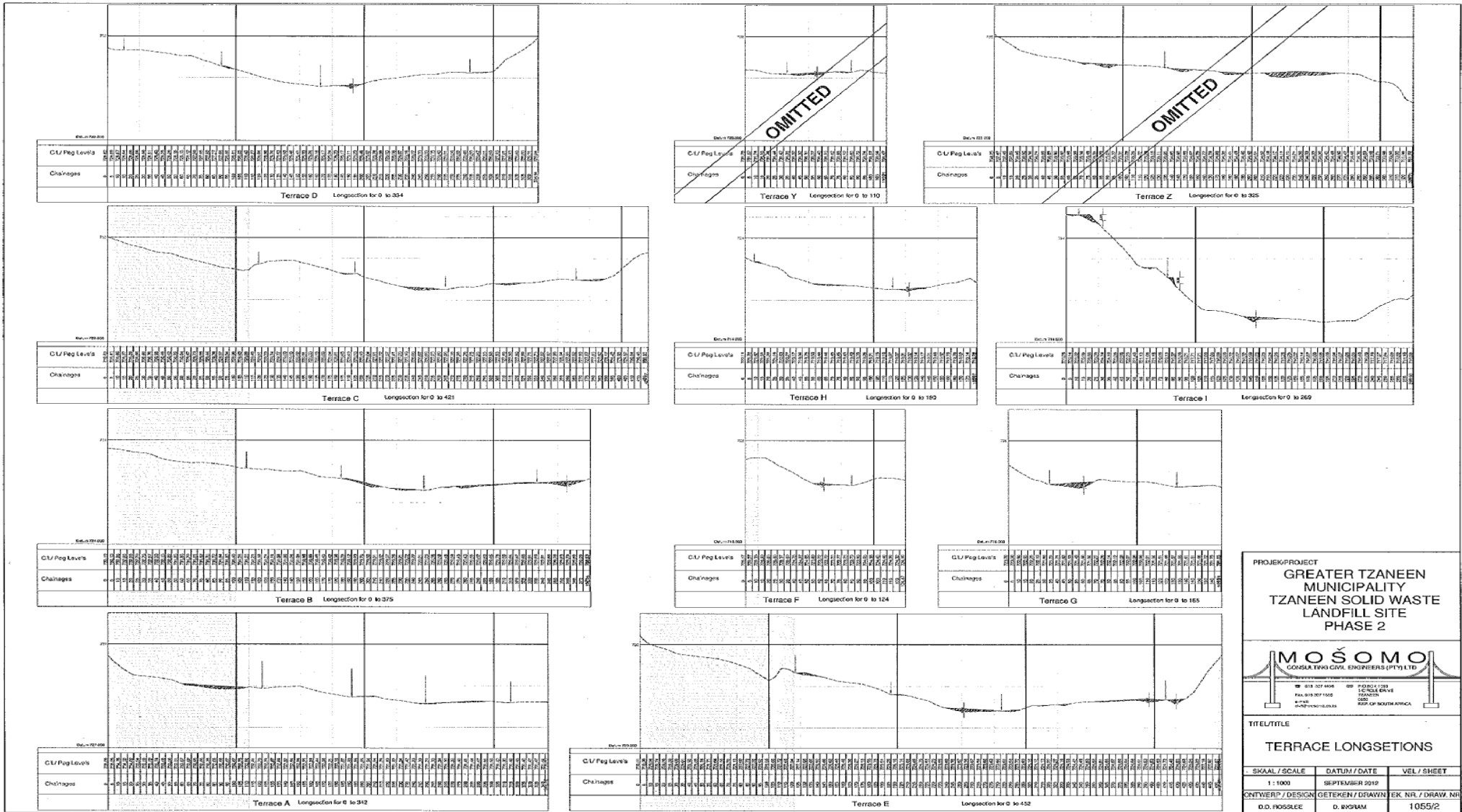
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SYSTEM	WG 29
CONTOUR INTERVAL	0.5m

CLIENT	GREATER TZANEEN MUNICIPALITY
PROJECT	TZANEEN LANDFILL SITE
DATE	PHASE 1 LAYOUT PLAN

REFERENCE NO.	195-2008
DRAWING NO.	004







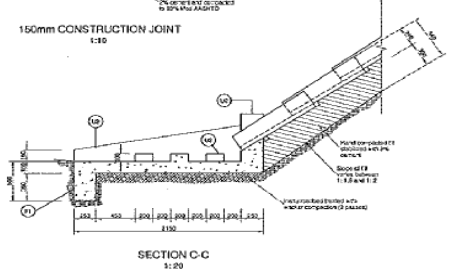
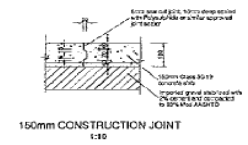
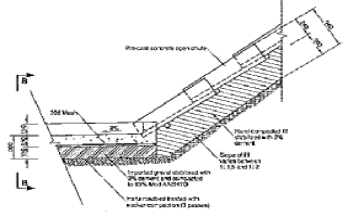
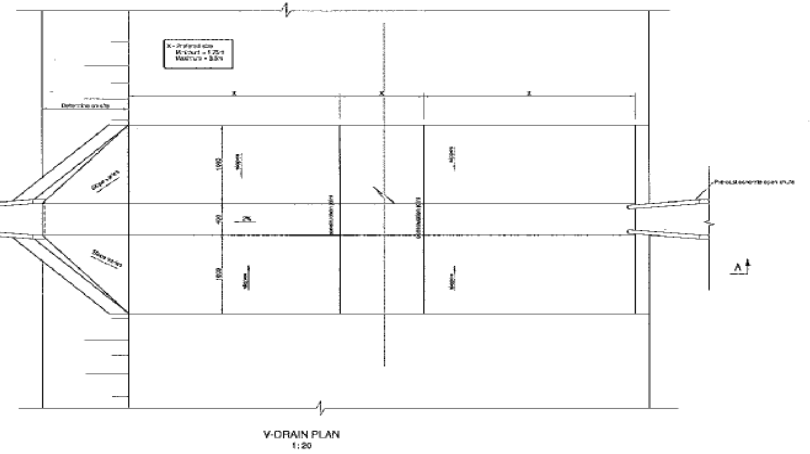
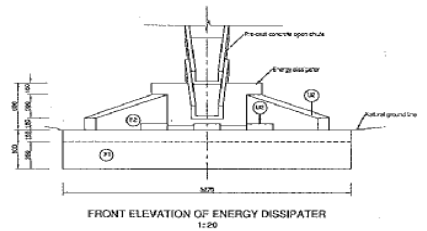
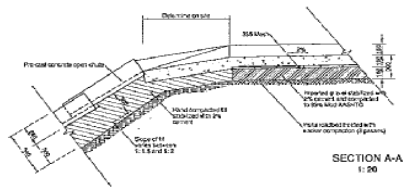
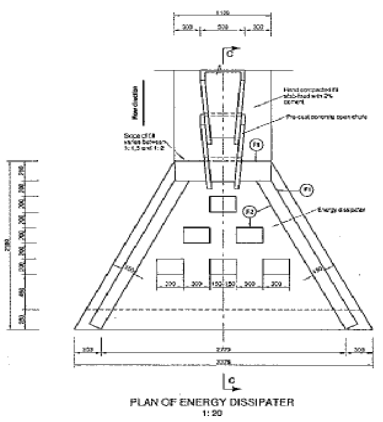
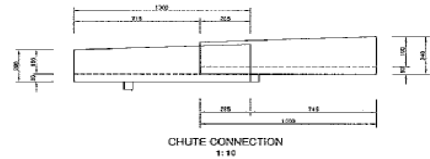
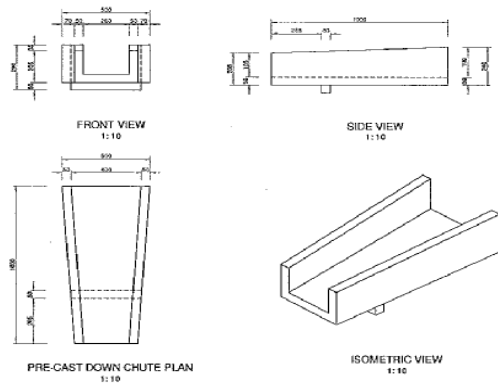
PROJECT/PROJECT  
**GREATER TZANEEN MUNICIPALITY**  
**TZANEEN SOLID WASTE LANDFILL SITE**  
**PHASE 2**

**MOŠOMO**  
CONSULTING CIVIL ENGINEERS (PTY) LTD

110 BULLOCK  
12 COLLE DRIVE  
TAMBOURINE  
4000  
WEST OF DURBAN

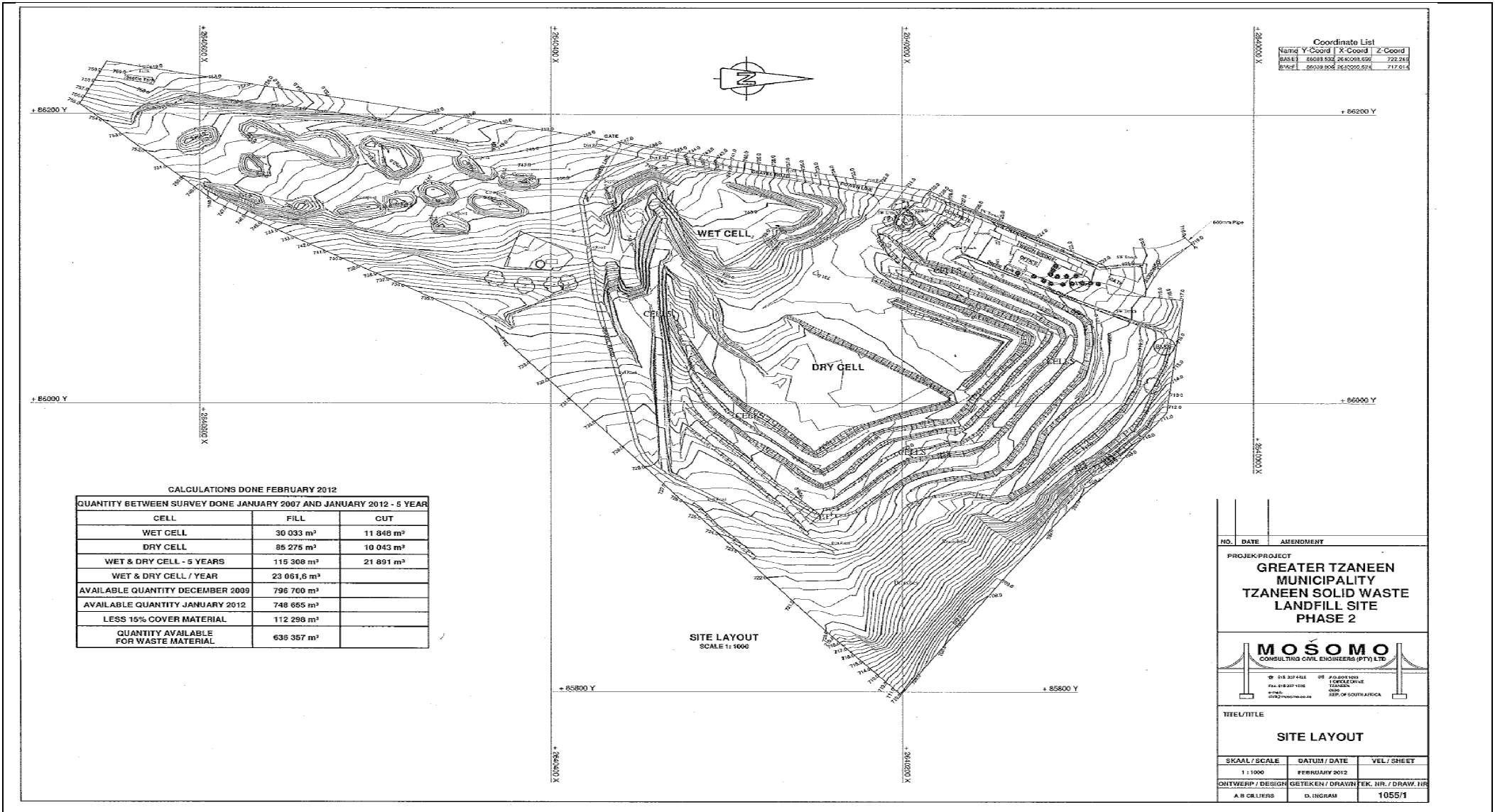
TITLE/TITLE  
**TERRACE LONGSECTIONS**

SKAAL / SCALE	DATUM / DATE	VEL / SHEET
1 : 1000	SEPTEMBER 2012	
ONTWERP / DESIGN	GETEKEN / DRAWN	EK. NR. / DRAW. NR.
D.D. FROESLEE	D. RYKAM	1055/2



- CONCRETE**
- Concrete work to be done according to SABS 9109 part 2
- STRENGTH**  
28 days compressive strength of concrete at 28 days  
Specification: SABS  
Mass concrete: 15MPa (if required)
  - AGGREGATE SIZE**  
Maximum aggregate size: 20mm  
Specification: SABS
  - CASTING OF CONCRETE**  
No concrete to be cast without proper inspection and approval before its placement.
  - REINFORCEMENT**  
Reinforcement according to SABS 9011
  - REMOVAL OF FORMWORK**  
Columns & Walls: 3 days
  - CONCRETE COVER**  
Minimum cover of concrete reinforcement for Slabs & walls: 33mm
  - DIMENSIONS**  
No dimension to be scaled from the drawing. The contractor shall report any discrepancy immediately to the engineer before any construction commences.
  - SECURETY**  
All loadings and dimensions to be done to the engineer's approval.

NO.	DATE	AMENDMENT
PROJECT <b>GREATER TZANEEN MUNICIPALITY</b> <b>TZANEEN SOLID WASTE LANDFILL SITE</b> <b>PHASE 2</b>		
 <b>MOSOMO</b> CONSULTING CIVIL ENGINEERS (PTY) LTD P.O. BOX 1035 1270 BELLVILLE CAPE PROVINCE REPUBLIC OF SOUTH AFRICA Tel: 021 537 4435 Fax: 021 537 1023 Email: info@mosomo.co.za		
<b>TITLE/TITLE</b> <b>PRE-CAST CONCRETE DOWN CHUTE AND ENERGY DISSIPATER DETAILS</b>		
<b>SKAAL / SCALE</b>	<b>DATUM / DATE</b>	<b>VEL / SHEET</b>
AS SHOWN	SEPTEMBER 2012	
<b>ONTWERP / DESIGN</b>	<b>GETEKEN / DRAWN</b>	<b>EK. NR. / DRAW. NR.</b>
D.D. ROSSLEE	M. KGATLE	1055/3



Coordinate List

Name	Y-Coord	X-Coord	Z-Coord
BASE1	86083.832	264008.650	723.215
BASE1	86039.806	264000.624	717.014

CALCULATIONS DONE FEBRUARY 2012

QUANTITY BETWEEN SURVEY DONE JANUARY 2007 AND JANUARY 2012 - 5 YEAR		
CELL	FILL	CUT
WET CELL	30 033 m <sup>3</sup>	11 848 m <sup>3</sup>
DRY CELL	85 275 m <sup>3</sup>	10 043 m <sup>3</sup>
WET & DRY CELL - 5 YEARS	115 308 m <sup>3</sup>	21 891 m <sup>3</sup>
WET & DRY CELL / YEAR	23 061,6 m <sup>3</sup>	
AVAILABLE QUANTITY DECEMBER 2009	796 700 m <sup>3</sup>	
AVAILABLE QUANTITY JANUARY 2012	748 655 m <sup>3</sup>	
LESS 15% COVER MATERIAL	112 298 m <sup>3</sup>	
QUANTITY AVAILABLE FOR WASTE MATERIAL	636 357 m <sup>3</sup>	

NO.	DATE	AMENDMENT
PROJECT/PROJECT		
<b>GREATER TZANEEN MUNICIPALITY TZANEEN SOLID WASTE LANDFILL SITE PHASE 2</b>		
<b>MOŠOMO</b> CONSULTING CIVIL ENGINEERS (PTY) LTD		
<small>           P.O. BOX 4436    OF. FOLIO 1002            PRETORIA 001    1000            TEL: 011 237 1100    FAX: 011 237 1106            EMAIL: info@mosomo.co.za    WEB: www.mosomo.co.za            REG. NO. 12927/2005    REP. OF SOUTH AFRICA         </small>		
TITLE/TITLE		
<b>SITE LAYOUT</b>		
SKAAL / SCALE	DATUM / DATE	VEL / SHEET
1 : 1000	FEBRUARY 2012	
ONTWERP / DESIGN	GETEKEN / DRAWN	EK. NR. / DRAW. NR.
A.N. CILLIERS	D. INGRAM	1055/1



**CHAPTER FIVE**  
**PRICING INSTRUCTIONS & BILL OF QUANTITIES**

1) GENERAL

- a) The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices
- b) The Bills of Quantities record the Contractor's rates for providing supplies, services, removals, transportation, storage, disposal + treatment, engineering, construction and other works in accordance with the Scope of Work
- c) The terms of payment are established in the contract data
- d) The Bidder's obligations in pricing the bid-offer and the Employer's undertakings in the checking and correction of arithmetical errors is confirmed here-with.

2) DOCUMENTS MUTUALLY EXPLANATORY

- a) The documents forming the Contract are to be taken as mutually explanatory of one another
- b) The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with all Conditions of the contract.

3) DEFINITIONS

- a) For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:-
  - i) Unit = The unit of measurement for each item of work as defined in the Contract specifications
  - ii) Quantity = The number of units of work for each item
  - iii) Rate / Price = The payment per unit of measurement
  - iv) Amount = The rate bid for total number of units
  - v) Contract Price = Total amount for the contracted section of the tender requirements

4) DESCRIPTIONS

- a) Descriptions in the B.o.Q are abbreviated and comply generally with those in the specifications
- b) Specification read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified
- c) Should any requirements of the measurement and payment clause of the applicable specification, or the Scope of Work, conflict with the terms of the B.o.Q. the requirements of the specification or Scope of Work shall prevail.

5) REFERENCES

- a) The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the B.o.Q.
- b) The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items
- c) Further information and specifications may be found elsewhere in the contract documents

6) UNITS OF MEASUREMENT

- a) The units of measurement indicated in the B.o.Q. is metric units
- b) The following generic abbreviations will be applicable & utilized in the B.o.Q:-
  1. % = per cent
  2. h = hour
  3. ha = hectare
  4. kg = kilogram
  5. k l = kilolitre
  6. km = kilometer

7. km-pass = kilometer-pass
8. Kw = kilowatt
9. l = litre
10. m = meter
11. mm = millimetre
12. MN = mega Newton
13. MN-m = meganewton-metre
14. MPa = mega Pascal
15. m<sup>2</sup> = square meter
16. m<sup>3</sup> = cubic meter
17. m<sup>3</sup>-km = cubic meter-kilometer
18. m<sup>2</sup>-pass = square meter-pass
19. no = number
20. PC sum = Prime Cost sum
21. Prov Sum = Provisional Sum
22. sum = lump sum
23. t = ton (1 000 kg)

7) NET MEASUREMENTS

- a) Unless otherwise stated, items will be measured in accordance with the specification; descriptions, and no allowance is made for off-cuts and waste

8) NB! QUANTITIES

- a) The quantities set out in the Bill of Quantities are the **estimated quantities** of the Contract Works
- b) The Contractor will be required to undertake whatever quantities may be directed by the Divisional Head of Tzaneen Solid Waste from time to time

9) CURRENCY

- a) All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents.
- b) Fractions of a cent shall be discounted.

10) VALUE ADDED TAX

- a) V.A.T. shall be inclusive in submission of the rates and sums contracted for the various line items of work in the Bill of Quantities

11) RATES AND PRICES

- a) General
  - i) The Contractor must price each item in the Bill of Quantities in **BLACK INK**
  - ii) **REPRODUCED COMPUTER PRINTOUTS** of the Bills of Quantities will not be acceptable
  - iii) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items.
  - iv) Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and profit.
  - v) Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
  - vi) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and

included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities

(1) Separate additional payments will not be made.

vii) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not.

viii) An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill.

ix) The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

x) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

xi) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.

xii) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

b) Rates only-items

i) The Contractor shall fill in a rate (in the rate column) against all items where ONLY the "rate" is required, which rate will constitute payment for work which may be done in terms of this item

ii) Such "rate" items are used where it is estimated that work will be required where the quantity is substantiated by additional information regarding hours, volumes etc. to determine a line-item costing

c) Arithmetic

i) The Contractor shall enter an applicable rate / price in the appropriate-column of the Bill of Quantities for each scheduled item.

ii) The Contractor shall calculate the total amount for each "group-of-items" in the Bill of Quantities

iii) He shall also enter an appropriate sum in the total amount-column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

iv) If there is an error in the line item resulting from the calculations it will be corrected by the Employer in determining the price.

v) Where there is an error in addition, either as a result of corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the price

## 12) VARIATION IN TEXT

a) No alteration, erasure or addition is to be made in the text and/or the Bill of Quantities.

b) Should any alteration, erasure or addition be made, it will not be recognized.

c) The original wording of the Bill of Quantities will be adhered to

## 13) ESCALATIONS

a) The annual price increase will be calculated in accordance with the following viz:-

i) Annual C.P.I.X. for the Republic of South Africa for the specific Sector

ii) The Contractor will be expected to submit annually Proof of Evidence for the increase as certified and calculated by qualified Auditors or accountants.

## 14) BILL OF QUANTITIES

a) Having examined the general specifications, plans for the operation and maintenance of the abovementioned works

- b) I / We offer to operate and maintain the whole of the said works in conformity with the general conditions and plans as amended by the “Alterations by Tenderer” (if any) attached hereto
- c) In the event of there being any errors of extension or addition in the price, I / We agree to being corrected, the corrected rates being taken as correct
- d) I / We undertake to operate and maintain the whole of the works comprised in the Tender for the duration stated in the Tender
- e) I / we tender as follows & in accordance with the B.o.Q viz:-

<b><u>BILL OF QUANTITIES</u></b>						
<b>A. <u>SALARIES, BONUSSES &amp; OTHER STATUTORY CONTRIBUTIONS</u></b>						
<b><u>Description / Units</u></b>		<b><u>Quantity</u></b>	<b><u>Price / Rate</u></b>	<b><u>Total monthly</u></b>	<b><u>Total 1 x year</u></b>	<b><u>Total 3 x years</u></b>
1.	Operational Manager	1				
2.	Teamleader / Driver	5				
3.	Labourers	24				
4.	<b>Total Section A</b>	<b>xxx</b>	<b>xxx</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>B. <u>PERFORMANCE BONUS</u></b>						
<b><u>Description / Units</u></b>		<b><u>Quantity</u></b>	<b><u>Price / Rate</u></b>	<b><u>Total monthly</u></b>	<b><u>Total 1 x year</u></b>	<b><u>Total 3 x years</u></b>
5.	Operational Manager	1				
6.	Teamleader / Driver	5				
7.	Labourers	24				
8.	<b>Total Section B</b>	<b>xxx</b>	<b>xxx</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>C. <u>OVERTIME</u></b>						
<b><u>Description / Units</u></b>		<b><u>Quantity</u></b>	<b><u>Price / Rate</u></b>	<b><u>Total monthly</u></b>	<b><u>Total 1 x year</u></b>	<b><u>Total 3 x years</u></b>
9.	Operational Manager	1				
10.	Teamleader / Driver	5				
11.	Labourers	24				
12.	<b>Total Section C</b>	<b>xxx</b>	<b>xxx</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>D. <u>(a)REPAIRS &amp; MAINTENANCE</u></b>						



<u>Description / Units</u>		<u>Quantity</u>	<u>Price / Rate</u>	<u>Total monthly</u>	<u>Total 1 x year</u>	<u>Total 3 x years</u>
13.	Vehicles & infrastructure	1				
14.	Office-machines & - equipment	1				
15.	Revegetation of completed cells	12km <sup>2</sup>		XXXXXX		
16.	Vegetation control	8km <sup>2</sup>				
17.	Maintenance of access road	4km		XXXXXX		
18.	Maintenance of fire break	21,1km		XXXXXX		
19.						
20.	<b>Total Section D</b>	xxx	xxx	R	R	R

**E. TRAVELLING / OPERATING COSTS**

<u>Description / Units</u>		<u>Quantity</u>	<u>Price / Rate</u>	<u>Total monthly</u>	<u>Total 1 x year</u>	<u>Total 3 x years</u>
21.	1x 30ton Landfill Compactor	1				
22.	1x 26 ton Landfill Compactor	1				
23.	Water Tanker	1				
24.	Back-Actor	1				
25.	Tipper Truck	1				
26.	Tub Grinder	1				
27.	Chainsaws	2				
28.	Compost Sieve	1				
29.	Skips	21				
30.	Sundries (Tanks; Guzzlers; etc.)	1				
31.	Brush-cutters	2				
32.	Spray pumps	2				

33.	<b>Total Section E</b>	<b>xxx</b>	<b>xxx</b>	<b>R</b>	<b>R</b>	<b>R</b>
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**F. NON-CAPITAL TOOLS & EQUIPMENT**

<b><u>Description / Units</u></b>		<b><u>Quantity</u></b>	<b><u>Price / Rate</u></b>	<b><u>Total monthly</u></b>	<b><u>Total 1 x year</u></b>	<b><u>Total 3 x years</u></b>
34.	Trolleys	10		xxxx	xxxx	
35.	Brooms	10		xxxx		
36.	Prickers	5		xxxx	xxxx	
37.	Scoops	5		xxxx		
38.	85 x lit. Polypropylene-Bags	200				
39.	Cell phones	6		xxxx	xxxx	
40.	Spades	10		xxxx		
41.	Lockers	30		xxxx	xxxx	
42.	Cleansing-soap (liters)	1				
43.	Body Soap (bar)	30				
44.	Pesticides	1				
45.	Enzymes	18				
46.	Miscellaneous	1				
47.	<b>Total Section F</b>	<b>xxx</b>	<b>xxx</b>	<b>R</b>	<b>R</b>	<b>R</b>

**G. PERSONAL PROTECTIVE EQUIPMENT**

<b><u>Description / Units</u></b>		<b><u>Quantity</u></b>	<b><u>Price / Rate</u></b>	<b><u>Total monthly</u></b>	<b><u>Total 1 x year</u></b>	<b><u>Total 3 x years</u></b>
48.	Overalls	48		xxxx		
49.	Safety shoes	48		xxxx		
50.	Raincoats	48		xxxx		
51.	Hand gloves	48		xxxx		
52.	High visibility vests	48		xxxx		

53.	Socks	48		xxxx		
54.	Hats	48		xxxx		
55.	Pants	12		xxxx		
56.	Shirts	12		xxxx		
57.	Shoes	12		xxxx		
58.	Rain coat	12		xxxx		
59.	Jackets	12		xxxx		
60.	Belts	12		xxxx		
61.	Socks	12		xxxx		
62.	Towels	60		xxxx		
63.	<b>Total Section G</b>	<b>xxx</b>	<b>xxx</b>	<b>R</b>	<b>R</b>	<b>R</b>

#### **H. GENERAL ITEMS**

<b><u>Description / Units</u></b>		<b><u>Quantity</u></b>	<b><u>Price / Rate</u></b>	<b><u>Total monthly</u></b>	<b><u>Total 1 x year</u></b>	<b><u>Total 3 x years</u></b>
64.	Redemption of loan (Vehicles; Skips + Infrastructure )	1				
65.	Advertising	1				
66.	Conference costs	1				
67.	Consumable domestic items	1				
68.	Insurance	1				
69.	Lease I.T. equipment	1				
70.	Licenses & permits - non-vehicles	1				
71.	Membership fees	1				
72.	Postage & courier fees	1				
73.	Printing & stationery	1				

74.	Public drivers permit	1				
75.	Subscriptions	2				
76.	Telephone	3				
77.	Admin // auditors costs	1				
78.	Municipal account	1				
79.	Vehicles Licenses	3				
80.	<b>Total Section I</b>	<b>xxx</b>	<b>xxx</b>	<b>xxxx</b>	<b>xxxx</b>	<b>xxxx</b>

1) EXPERIENCE

- a) 5 x years relevant Landfill-management experience is required
  - i) Service certificates (inclusive of audit-results) i.t.o. operations of a G.S.B. Landfill-Site (or higher classification) is required from the relevant Local Authority/s

Schedule of work satisfactorily carried out and currently done by the Tenderer  
 (List contracts of the same nature and extents successfully completed)  
 (Insert as Proof of Evidence original or certified Service-Certificates of each contract successfully completed)

Client	Consultant (Where Applicable)	Contract Value	Proof of Evidence (P.o.E.) attached (Nature and Location of Work)

Signature \_\_\_\_\_  
 Capacity \_\_\_\_\_

2) MEMBERSHIP

- a) 3 years membership with the Institute of Waste Management of Southern Africa (I.W.M.S.A.) for the company is required
- b) A original or a certified copy of a valid Membership-Certificate is required from the relevant authority/s

SIGNATURE \_\_\_\_\_

CAPACITY \_\_\_\_\_

<b>Company Experience in Waste Management</b>	<b>Scoring</b>	<b>Weighting</b>
5 or more appointment letters	5	<b>30</b>
3 to 4 appointment letters	2	
1 to 2 appointment letters	1	
No appointment letters	0	
<b>KEY PERSONNEL</b>	<b>Scoring</b>	<b>Weighting</b>
<b>Operational Manager</b> (Submit CV and certified copies of certificates) 3 years relevant experience		<b>10</b>
Qualification in Safety Management/Environmental science/Environmental management National Diploma in safety management plus registration with SACPCMP or SAIOSH.	5	
SAMTRAC plus registration with SAIOSH	2	
No formal educational qualification	0	
	<b>Scoring</b>	<b>Weighting</b>
<b>LANDFILL COMPACTOR OPERATOR</b>		<b>5</b>
5 or more years' experience with Compactor operator's certificate of competency	<b>5</b>	
3 to more years' experience with a Compactor operator's certificate of competency	<b>2</b>	
1 to 2 years' experience with a Compactor operator's certificate of competency	<b>1</b>	

No experience with Compactor operator's certificate of competency	<b>0</b>	
<b>Plant and Equipment</b>	<b>Scoring</b>	<b>Weighting</b>
2x Landfill compactors: 1x 30-ton landfill compactor 1x 26-ton landfill compactor 1x TLB 1x Water tanker 1x 10-ton Tipper truck	5	<b>55</b>
If any of the above machinery is not available	0	
<b>TOTAL</b>		<b>100</b>
Registration certificates as Proof of ownership required for plant and equipment. The municipality will confirm-eNaTis report. Proof that the plant is in good working order: Bidders must submit valid road worthy certificates (not older than 6 months)		

**NB: ALL** the above listed machinery is required for daily operations of the landfill site.

#### EVALUATION OF BIDS

**N.B:** The evaluation of bid will be conducted in two stages. First stage it be the assessment of functionality, there after **only bidders that obtain 70 points will be evaluated in terms of 80/20** Preference point scoring system, where 80 points will be allocated for price only and 20 specific goals points scored.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification (MOV) for specific goals	
An entity which is at least 50% owned by Black, Indian or Coloured people	20		CK, CSD report and Certified Identification documentation	<b>Tick</b>
<b>TOTAL</b>	<b>20</b>			



## **PART G**

### **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 In order to meet the requirements, bidders are required to complete in full the attached form TCC 00. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 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](http://www.sars.gov.za).

**PART H**

**MBD 4**

**DECLARATION OF INTEREST**

- 1.No bid will be accepted from persons in the service of the state\*.
- 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: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* (please circle the applicable one) \*YES /NO

3.6.1 If \_\_\_\_\_ so, \_\_\_\_\_ furnish \_\_\_\_\_ particulars.  
.....

3.7 Have you been in the service of the state for the past twelve months? (Please circle the applicable one) \*YES / NO

3.7.1 If so, furnish particulars.  
.....

3.8 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?  
(Please circle the applicable one) \*YES / NO

3.8.1 If so, furnish particulars.  
.....

3.9 Have you been in the service of the state for the past twelve months?  
.....

(Please circle the applicable one) \*YES / NO

3.9.1. If yes, furnish  
\_\_\_\_\_

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

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

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?  
NO

YES /

3.10.1. If so, furnish particulars

.....

3.11 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state? (Please circle the applicable one) \*YES / NO

3.11.1 If so, furnish particulars.

.....

3.12 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state? (Please circle the applicable one) \*YES / NO

3.12.1 If so, furnish particulars.

.....

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

Full Name	Identity Number	State Employee Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Name of Bidder

**CERTIFICATION**

I, the undersigned (name).....

Certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Designation

.....  
Name of Bidder

**PART I**

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

**\*YES / NO**

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

**\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ

of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE**

**FALSE.**

.....  
Signature Date

.....  
Position Name of Bidder

## **PART J**

### **MBD 6.1**

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

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

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

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#### **1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

**2. DEFINITIONS**

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

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

(c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**



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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification (MOV) for specific goals	
An entity which is at least 50% owned by Black, Indian or Coloured people	20		CK, CSD report and Certified Identification documentation	Tick
<b>TOTAL</b>	<b>20</b>			

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name \_\_\_\_\_ of company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of

state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**PART K**

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

Description of Service	Price (all applicable taxes included)	Completion date	Minimum threshold for local production and content (if applicable)

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

Signed at ..... on  
 .....

Name (print) .....

Signature .....

OFFICIAL STAMP



WITNESSES

1 .....  
 ...  
 2 .....  
 ...

DATE:

## PART L

### 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:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - b. been convicted for fraud or corruption during the past five years.
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, the undersigned (full name)

..... certify that the information furnished on this declaration form true and correct. Accept that, in addition to

cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
Signature

.....  
Date

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

Designation

## **PART M**

### **MBD 9**

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid number:

.....

Bid Description:

.....

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

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

I certify, on behalf of:

\_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation.
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Returnable Documents**  
**Checklist On Minimum Requirements**

To assist you with your tendering process, see a checklist on minimum requirements below:

No.	Minimum requirements	Tick	Comment if not attached
1.	Complete original bid document		
2.	Proof of payment for tender document ( <b>attach slip / receipt</b> )		
3.	Valid Tax Clearance Certificate or Tax pin		
4.	CK/Company registration certificate showing percentage of shareholders / membership interest		
5.	Certified ID copies of the shareholders appearing in the CK		
6.	Proof of Residence: Municipal statement account if the statement of water and lights is not on your names, please attach affidavit commissioned by oath from SAPS supporting your residential addresses as per attached statement / letter from headman/Tribal Authority/Lease agreement with 3 months proof of payments not statements		
7.	Company's 3 years audited Annual Financial Statement		
8.	Letter of Good Standing from Department of Labour		
9.	Contract period 36 months		
10.	Grading: 7CEPE		
11.	In case of a Joint Venture, Association or Consortium a formal contract agreement signed by both parties		
12.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
13.	Relevant company experience		
14.	Key personnel		
15.	Plant and Equipment		
16.	Detailed price schedule/ financial Bids		
17.	Form of offer to be filled in details		
18.	Compulsory briefing session attended		

\_\_\_\_\_  
 Company Representative (Name)

\_\_\_\_\_  
 Signature