

GREATER TZANEEN MUNICIPALITY



SUPPLY CHAIN MANAGEMENT UNIT

BID DESCRIPTION: MANAGEMENT OF TZANEEN LANDFILL SITE

BID NO: SCMU 26/2020

BID AMOUNT:
..... VAT incl.

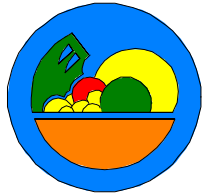
NAME OF THE BIDDER:
.....

CLOSING DATE: 19 MARCH 2021 @ 12H00

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PART A: MBD1
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SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT: COMMUNITY SERVICES

BID DESCRIPTION: MANAGEMENT OF TZANEEN LANDFILL SITE

BID NO: SCMU 26/2020

Bids are hereby invited from interested service provider with CIDB grading of 7CE or higher for management of Tzaneen landfill site. No bid document will be sold at the municipality. Bid documents are obtainable on e-tender website only: www.etenders.gov.za.

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

CSD report (not older than 3 months), certified copies of ID's for all directors of the company, statement of municipal rates and taxes for both company and directors appearing in the CK (not older than 3 months)/ letter from traditional authority not older than 3 months for the company and the directors/ lease agreement (attach 3 months proof of payment for lease), valid tax pin or tax clearance, certified or original B-BBEE certificate (combined BBEE certificate if Joint Venture), Proof of registration with Institute of Waste Management of South Africa (IWMSA), Company experience; Plant and Equipment; Key personnel Experience (attach CV and relevant qualifications); signed joint venture agreements in case of a joint venture companies.

Bidders must sanitise when preparing their bid documents. Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: **SCMU 26/2020, postal address and contact details of the bidder.**

Bid document will be available only on www.etenders.gov.za on the date of advert.

Compulsory Briefing session and site inspection will be held on the 10th March 2021 at 10H00 at Greater Tzaneen Municipality, Civic Centre, 1 Agatha Street, old fire station. Closing date: 19 March 2021 @ 12:00. Public bid opening will be held at the Council Chambers immediately after closing. Contract period three (3) years.

EVALUATION OF BIDS

N.B: The evaluation of the bid will be conducted in two stages; First stage will be the assessment on functionality as follows: Relevant company experience - 40 points; Key personnel experience – 30 points; Equipment – 30 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 for Broad Based Black Economic Empowerment (B-BBEE) status level of contributors.

Bidders shall take note of the following bid conditions:

- a) Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid;
- b) Broad Based Black Economic Empowerment (B-BBEE) Act 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) Council reserves the right to negotiate further conditions with the successful bidder;
- e) Council reserves the right not to appoint;
- f) No bidder will be appointed if not registered on Central Supplier Database;
- g) Contract period of this bid is 36 months (3 years).
- h) Council have the right to appoint more than one bidder;
- i) Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical enquiries should be directed to Ms. M. Machumele @ 072 956 8264/ 015 307 8296
Administrative enquiries must be directed to Ms. M. Mpyana @ 015 307 8251 / 0829247704

Mr. B.S. Matlala
Municipal Manager
Greater Tzaneen Municipality

PART B.1
Form of bid

Bid for contract number: SCMU 26/2020

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 atthis Day of20.....

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 “**SMMs**” (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 hand written 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.

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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

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 specified 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.

2. Process for competitive bidding

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

2.1 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.

2.2 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.

2.4 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.

2.5 Inspection on loco

A fully explanatory site inspection will be conducted.

2.6 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 an 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.

2.7 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.

2.8 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

2.9 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)
- ❖ Original or certified copy of B-BBEE Certificate
- ❖ 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

(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.
- (vii) The number of points scored for achieving Government's Broad-Based Black Economic
- (vi) 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

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

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

BID SPECIFICATION

SERVICE LEVEL SPECIFICATIONS
MANAGEMENT OF TZANEEN LANDFILL SITE
INDEX

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A. GENERAL SPECIFICATIONS**1) AGREEMENT: -**

- a) Council and the Contractor agree that Greater Tzaneen Municipality is the concerned local authority in whose area of jurisdiction Waste Management Services must be rendered
- b) Council and the Contractor agree that the rendering of Waste Management Services are a essential services which must be provided to the Greater Tzaneen Municipality
- c) Council and the Contractor agree that Council is prepared and willing to use the appropriate Annexed Pricing Instructions to determine the contract price of the Tender
- d) Council and the Contractor agree that the all the specifications shall be the only applicable specifications in terms of the Tender
- e) Council and the Contractor agree that no other requirements or specifications will be enforceable in terms of the Tender

2) ARBITRATION

- a) Should a dispute arise between the parties and the parties to this agreement fail to resolve their differences, the dispute will be subject to arbitration, in accordance with the Arbitration Act, Act No. 42 of 1965, as amended and the parties shall in such event agree to the appointment of an arbitrator
- b) Should the parties fail to agree, regarding a dispute being of a technical nature, an appropriate qualified arbitrator recommended by the South African Institute of Waste Management, shall be requested to be the arbitrator
- c) The chairman of the Bar Council of Pretoria shall be appointed, in case of the dispute being of a legal

nature

- d) The arbitration proceedings will take place at a location determined by the arbitrator and must be finalised as soon as possible
- e) The parties agree and undertake to be bound by the ruling or order of the arbitrator, which order will be affected as directed by the arbitrator and which may be made an order of the Supreme Court of South Africa

3) GENERAL PROVISIONS

- a) Should the CONTRACTOR fail to comply with any requirement of this agreement
 - i) COUNCIL must inform him of such failure either in: -
 - (1) Writing by means of the SCORECARD-system as specified in the appropriate annexure of the specifications
 - ii) If the CONTRACTOR fail to comply with such requirement within thirty (30) days, calculated as from the date of the Council's notice
 - (1) COUNCIL shall immediately institute appropriate penalties in terms of the specifications COUNCIL may decide, after the second failure of any specific requirement / specification, to cancel this agreement or alternatively claim specific performance by the CONTRACTOR which decision shall be in the Council's sole discretion
- b) In the event of cancellation of this agreement, the COUNCIL shall be entitled to claim compensation from the CONTRACTOR for damages suffered or may suffered as the result of the non-compliance of the CONTRACTOR with the provisions of this agreement
- c) The parties agree, by virtue of Section 45 of Act 32 of 1944, that any legal action by any party for the execution of any of his rights in accordance with this agreement be instituted in the Magistrate's Court of any district that has jurisdiction in terms of Section 28 (1) of the said Act.
- d) The COUNCIL, however, reserves the right to institute any legal action in the Supreme Court, in which case the Supreme Court's tariff of costs will be applicable
- e) The parties hereby acknowledge that this agreement constitutes the whole agreement between the parties and that no other agreement either orally or in writing has been entered into between them
 - i) Any addition or amendment to this agreement, after the signing hereof, shall not be binding or enforceable between the parties, unless the addition or amendment has been reduced to writing and signed by both parties
 - ii) In the case of any contradictory provisions between this agreement and any other documentation, the provisions of this agreement will have preference

4) PAYMENT

- a) Payment will be made by Electronic bank transfer

5) TENDER AMOUNT

- a) The tender amount will be calculated from the date as per the letter of appointment by the Accounting Officer

6) ESCALATION

- a) As per Pricing Instructions & Bill of Quantities

7) TERMINATION OF AGREEMENT BY EITHER PARTY

- a) Notwithstanding the date on which this agreement is signed the contract came in force on a date as per letter of appointment by the Accounting Officer of Greater Tzaneen Municipality for a period as determined in the Service Level Agreement, thereafter on a month-to-month basis until Tzaneen Municipality will call for new tenders
- b) After the awarding of a new tender, a month's written notice will be given to terminate this agreement

- c) This contract will terminate as follows: -
 - i) If the Contractor commit a breach of any of the terms or conditions of this agreement
 - ii) On the date of expiration as per letter of appointment
- 8) CANCELLATION OF PREVIOUS AGREEMENTS
 - a) All previous agreements are hereby cancelled without prejudice to any rights which already accrued there under any party
- 9) GENERAL
 - a) The tender must be addressed to the Municipal Manager, Greater Tzaneen Municipality.
- 10) BINDING OF CONTRACT
 - a) The formal acceptance of this tender by the Council shall bind both parties
- 11) PRICES
 - a) A netto price per month (VAT inclusive) must be offered
- 12) COUNCIL IS NOT OBLIGED TO ACCEPT THE LOWEST OR ANY TENDER
 - a) The Council is not obliged to accept the lowest or any tender and do not have to give reasons for its decision.
- 13) MARKING OF TENDER ENVELOPE
 - a) Tender envelopes must be properly marked in accordance with the advertisement number/s.
- 14) SITE INSPECTION
 - a) A compulsory site inspection will be held as indicated in this document.
 - b) Attention is drawn to the fact that information given orally at any other time prior to the award of the Contract will not be regarded as binding on the Council, and only information given formally in writing to prospective Contractors will be regarded as amending the contract document
- 15) INSTITUTE OF WASTE MANAGEMENT
 - a) Prospective Contractors are requested to indicate whether or not their firm and also how many of their employees are members of I.W.M.S.A.
 - b) Membership of the Institute will be regarded as being in the Contractor's favour as this would indicate an established interest and involvement in the waste industry
- 16) CLEARANCE OF SITE ON COMPLETION
 - a) Upon expiry of the Contract period, or after any extension thereto, the Contractor shall clear away and remove from the Site all plant and equipment belonging to him and leave the whole of the Site clean and in condition to the satisfaction of the Head of Division Waste Management
- 17) ADVERTISING
 - a) Any advertisements erected or publicity given to the operation shall be subject to prior approval by the Head of Division Waste Management and to the terms of the applicable by-laws.
- 18) WATER SUPPLY
 - a) If no water connection exist at any facilities, a connection can be supplied if desired, at a rate determined by the Greater Tzaneen Municipality
 - b) The Contractor will formally have to apply and pay for such a connection at the Greater Tzaneen Municipality at the Contractors expense, with the exception of public toilets.
- 19) COMMENCEMENT DATE
 - a) The contract shall commence on the 1st day of the month following the date of allocation of the tender and shall continue for the period as specified in the Letter of Appointment
- 20) PERSONAL PROTECTIVE CLOTHING
 - a) P.P.E. Specifications

- i) The Tenderer must ensure to comply with O.H.S requirements and must provide S.A.B.S. occupation specific personnel protective equipment and clothing.

21) DEFINITIONS Unless inconsistent with or indicated otherwise by the context: -

- a) Adequate; Means acceptable in the opinion of the Employer/Head of Waste Management
- b) Approved or Approval; shall mean approved or approved by the Council's representative defined in the specification.
- c) Builder's Rubble; Pieces of masonry, concrete, etc, resulting from construction, repair and demolition operations
- d) Bulky Waste; Items such as motor car bodies, fridges, etc., who's large size precludes or complicates their handling by normal collection, processing or disposal methods
- e) C.D.W.; Mean a Community Development Worker
- f) Cell; Is a body of waste, which has been placed between berms of soil or builder's rubble, compacted and enclosed by cover material
- g) Clean; to physically remove dirt from the surface or material.
- h) Clean Greens: Compost able waste derived from garden waste (gardens and parks), which has not been mixed with other waste categories.
- i) Commercial/ Business Waste; Solid waste generated by stores, offices and other activities involved in manufacture.
- j) Compaction Density; the mass of the body of solid waste divided by the volume, after compaction occupied by that same body of waste.
- k) Compost; Organic waste that has undergone controlled microbial degradation, to produce a contamination/nuisance free product with potential value as a soil conditioner.
- l) Council; shall mean the Greater Tzaneen Municipality.
- m) Contractor; shall mean the Tenderer whose tender has been accepted by the Council and shall include the Tenderer legal personal representative, heirs, successors and assigns.
- n) Contractors Enclosure; An area allocated to the Contractor for his own use including the storage of equipment and plant
- o) Contract; Shall mean and include the Council's General Conditions of Tender; form of tender, special conditions of contract, the specifications including any schedules, drawings, patterns, samples approved by the Council's representative relative to the contract and any agreement entered into in terms of the Council's General Conditions of Tender, hereinafter referred to as "the General Conditions".
- p) Contract Price(s); shall means the price(s) tendered by the Contractor and accepted by the Council for the execution of the contract.
- q) Cover Material; Soil or other suitable material that is used for enclosing a body of compacted waste.
- r) Cover to waste ratio; the ratio of volume of cover material to volume of compacted waste.
- s) Daily Cell; as with "cell" with the size being determined by the amount of waste disposed of in a single day.
- t) Date of delivery; shall mean the date stipulated in the contract of the delivery of the goods.
- u) Date of Tender; shall mean the date and time on which tenders are due to be deposited in terms of the advertisement calling for tenders.
- v) Delivery; shall mean delivery in compliance with the terms and conditions of the contract at the place specified in the contract.
- w) Detergent; cleansing agent used with water as a means of removing dirt and killing germs.
- x) Domestic Waste; Solid waste that originates in a residential environment.

- y) Dust; to remove dust from surfaces and using a dusting material.
- z) Employer; Means the Greater Tzaneen Municipality or its duly authorized representative.
- aa) Garden Waste; Plant clippings, pruning and other discarded material from gardens in a Municipal area.
- bb) Goods; shall mean the machinery, plant, equipment apparatus or material to be supplied under the contract.
- cc) H.o.D.; Means the Divisional Head Tzaneen Solid Waste // Municipal Waste Management Officer (M.W.M.O.) or a delegated official
- dd) Hazardous Waste; Waste, whether dry or liquid, that is potentially toxic or hazardous, and that requires special handling to avoid illness or injury to persons or damage to property
- ee) Industrial Waste; Solid waste that results from industrial processes and manufacturing.
- ff) Institutional Waste; Solid waste originating from educational, hospital, healthcare and research facilities.
- gg) Leachate; Highly contaminated aqueous liquid which results when water percolates through decomposing waste, and which may migrate from a landfill site and represent a pollution threat.
- hh) Lift; Completed layer of one cell in height and usually comprising numerous adjacent cells.
- ii) Maintenance; Means all work of repair, reconstruction, rectification required to maintain the works in accordance with the Contract
- jj) Month; shall mean a calendar month.
- kk) Operation; Means the work to be performed in accordance with the Contract
- ll) P.O.E.; Means Proof of Evidence to verify, reconcile or proof an item, specification and/or statement
- mm) Polish; To apply polish to the surface to encourage shining of such surface
- nn) S.E.T.A.; Means an Sector Education & Training Authority responsible for the setting of unit-standards for a specific working sector to ensure education & training are in compliance with education standards
- oo) Salvaging; The process of recovering any materials, gas, compost, or other matter from the waste.
- pp) Sanitary; A clean, neat and hygienic condition which won't cause a nuisance or hazard to the public health or safety.
- qq) Sanitary Landfill A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilizing principles to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a lay of earth or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as any be deemed necessary.
- rr) Sanitize; To clean sweep, wash, wipe, disinfect and sterilize any place, utensils or building equipment
- ss) Scrub; to wash the floor surface with a detergent and water solution to loosen and remove dirt using a mop, clean cloth brush or other appropriate utensil.
- tt) Site; Means the land, including structures, buildings, berms, drains, fences and the like, provided by the Employer for the purpose of the execution of the Contract.
- uu) Specification; shall mean the specification to these general instructions.
- vv) Solid Waste; Useless unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid
- ww) Wash; to clean with a detergent and water solution until dirt is completely removed
- xx) Wipe; to remove dirt using a clean cloth moistened in a solution of water and detergent.
- yy) Work or Works; shall mean and include goods to be provided and work to be done by the Contractor under the contract.

zz) Writing; shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.

22) COMPLETE ACCEPTANCE OF CONDITIONS

- a) The Tenderer shall be deemed to know and understand these general instructions governing tenders and the submission of a tender shall presume complete acceptance of the said instructions.
- b) The non-acceptance or variation of any of the conditions or the inclusion of any other conditions may render the tender liable to rejection.
- c) In any contract to which there shall apply any special conditions imposed by the Council such special conditions shall be embodied in the specification relating to that contract and shall be supplementary and additional to any of the general conditions set out herein.
- d) Provided that if any such special conditions shall conflict with the general conditions, the special conditions shall apply.
- e) Subject to the provisions of the foregoing the Tenderer may qualify any one or more of the conditions but no qualification of a condition shall, if his tender be accepted, form part of his contract with the Council
- f) Unless at the time of tendering he shall have indicated in writing specifically in relation to each and every condition so qualified the number of the condition and the extent to which it is qualified.

23) ASSIGNMENT

- a) This contract is personal to the Contractor and the Contractor shall not sublet, assign or make over the contract or any part thereof, or any share of interest conditions.
- b) This clause shall not apply to sub contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods supplied. The Council reserves the right to require the Contractor to submit the names of any such Contractors for its approval.

24) DISCREPANCIES

- a) Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, quality or quantities in the contract, the Contractor shall be obliged to refer the matter to Council's representative for decision before proceeding to execute the contract or part thereof in respect of which discrepancies, ambiguities or want of an agreement appear to exist.

25) DEFAULT

- a) Should it appear to the Council that the Contractor is not executing the contract in accordance with the true intent and meaning thereof, or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the Contractor then and in any of such events
 - i) The Council may give notice in writing to the Contractor to make good the failure or default
- b) Should the Contractor fail to comply with the notice within the period specified herein then in such case the Council shall, without prejudice to any of its rights under the contract viz:-
 - i) Be at liberty forthwith to perform such work as the Contractor may have neglected to do
 - ii) Or to take the contract wholly or in part out of the Contractor's hands and order from any other person.
- c) The Contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in term of this clause.

26) PATENT RIGHTS

- a) The Contractor shall be deemed to warrant that no infringement of patent or other trade rights or privileges will arise from any such contract from the use by the Council of any of the articles forming the subject matter of the contract.

27) PAYMENT

- a) Unless otherwise specified in the additional or special conditions of contract, payment to the Contractor shall be made by the Council within (30) thirty days from the end of the month in which the delivery of such services have been made, provided that the Contractor shall have within such time that it is reasonably possible, rendered an invoice for payment to be effected within the aforesaid time.

28) FIRM TENDERS

- a) Tenderers may submit firm prices, which prices shall be free from all fluctuations.

29) FORMAL CONTRACT AND SURETY SHIP

- a) The Contractor shall if and when called upon to do so by the Council, enter into a formal agreement and an act of surety-ship which shall be prepared by the Council, and which shall be signed by the Contractor and, if necessary, his sureties within seven days from the date of publication that the documents are ready for signature.
- b) The costs, charges, stamp duty and other disbursement due for or in reference to the said documents shall be paid for by the Contractor.
- c) Any security called for by the Council in terms of this clause shall, however, not exceed 10 % (per cent) of the estimated total value of the contract.

30) SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

- a) In the event of
 - i) an order being made for the sequestration of the Contractor's estate, whether provisional or final
 - ii) or in the event of an application being made for such order
 - iii) or in the event of the Contractor making application for the surrender of his estate
 - iv) or if he shall enter into, make or execute any deed of assignment or other composition or arrangement with assignment of the benefit of his creditors, or purport to do so
 - v) or if the Contractor being a company, shall pass a resolution
 - vi) or if the court shall make an order for the liquidation of such company and he or the company as the case may be, shall have suffered judgment against him in a competent court
 - vii) or shall have suffered attachment of his or its movable or immovable assets in execution of a judgment
- b) Council shall have the right, summarily and without payment of any compensation to the Contractor and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or other of the abovementioned events.

31) PERIOD FOR WHICH TENDER HOLDS GOOD

- a) The submission to the Council of a tender shall be deemed to constitute an agreement between the Tenderer and the Council whereby such tender shall remain open for acceptance by the Council in the period specified in the tender during which period the Tenderer shall not withdraw the same or impair or derogate from its effect.

32) GENERAL

- a) The quantities of all goods offered or delivered shall be in accordance with the South African standard weights and measures.
- b) All prices shall be quoted in South African currency. Any discount or brokerage allowed to the Council must be stated in the tender document.
- c) The lowest or any tender will not necessarily be accepted and the right is reserved to accept the whole or part of any tender.
- d) Should there be any difference between the prices of particulars contained in the official form of tender and those contained in covering letter from the Tenderer, the prices and particulars contained in the official form of tender shall in all circumstances prevail.

- e) The tender, must be submitted in a sealed envelope on the official tender documents.
- f) A separate tender box is provided for the receipt of tenders and no tender will be considered which, subsequent to the closing hour of tenders, may be found in some other receptacle place.
- g) Tenders arriving after the advertised time for receiving them shall not be considered.
- h) No variation to this rule shall be allowed unless it is clear that the tender was posted in ample time to reach the Council before closing hour (time) and the Council is satisfied that the circumstances are quite exceptional and that the Tenderer had taken all reasonable precautions to allow for ordinary delay and was otherwise in no way to blame for the late arrival of the tender.
- i) All vehicle utilized for the execution of tender requirements shall be identified as follows viz:-
 - i) Stickers on both doors of each vehicle not smaller than 600 mm x 300 mm
 - ii) Pitch-black letters on brilliant orange background (stickers on both front doors) as per following example viz:-

TZANEEN SOLID WASTE CONTRACTOR

NORTHERN REGION

LITTER PICKING NO.1- TZANEEN

DO NOT LITTER- KEEP OUR TOWN CLEAN

TEL: 015-307 8310 / 015-307 8313

33) LAW TO APPLY

- a) The contract shall in all respects be construed in accordance with the law of the Republic of South Africa and any difference that may arise between the Council and the Contractor with regard to the contract shall be settled in the Republic of South Africa.
- b) The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries damage to any persons or property whatsoever (including surface or other damage to land or crops not being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect hereof or in relation thereto.
- c) Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damage for or with respect to:
 - i) The permanent use or occupation of the site or any part thereof by the Employer (save in respect of surface damage as aforesaid).
 - ii) The right of Employer to operate on, over, under in or through any land
 - iii) Interference, whether temporary or permanent, with any servitude or other right which is the unavoidable result of the operation in accordance with the Contract by the Employer
 - iv) Injuries or damage to persons or property resulting from any act or negligence done or committed during the currency of the Contract by the Employer, his agents, servants or any other Contractors (not being employed by the Contractor) for or in respect of any claims, demands proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

34) LABOUR LEGISLATION

- a) The Contractor must ensure compliance with all Labour Laws including the following viz:-
 - i) Remuneration, salary increments and acting allowances.
 - ii) Working hours and – days.
 - iii) Overtime
 - iv) Leave arrangements
 - v) Sick leave arrangements
 - vi) Termination of service.

- vii) Uniforms and protective clothing
- viii) Grievance procedures
- ix) Salary scales.
- x) Disciplinary procedures
- xi) Promotions, transfer and demotions
- xii) General

35) OCCUPATIONAL HEALTH AND SAFETY LEGISLATION

a) OCCUPATIONAL HEALTH & SAFETY POLICY

- i) The Contractor shall be required at all times to adhere and act within the ambit of the occupational health and safety policy of Greater Tzaneen Municipality

b) COMMON-LAW RELATIONSHIP

- i) The Contractor agree to carry out the work in terms of the O.H.&S.-Act in order to regulate the scope of the work
- ii) The parties agree that the Contractor is an independent contractor and not an employee of the Council
- iii) The Council will under no circumstance incur vicarious liability for the acts or omissions of the Contractor or its servants nor for the acts or omissions of any sub-contractor which may be employed by the Contractor nor of the servants of such sub-contractor

c) STATUTORY RELATIONSHIP

- i) The parties agree that the Contractor is, for purposes of the work, a mandatory as defined in Section 1 of the Occupational Health and Safety Act No. 85 of 1993 (referred to below as “OHS”).

d) COMPLIANCE WITH OHS

- 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.

e) **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.

f) **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.

g) **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

h) **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

i) 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.

j) 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

k) 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.

36) THE CONTRACT

- a) The Contractor agrees that with the acceptance of this Contract by the Council that the requirements & specifications as set by the Solid Waste Division shall form part of the Contract and shall be deemed to be incorporated as sections of the contract.

37) AUTHORITY TO SIGN DOCUMENTS

- a) The Contractor provide details as per Chapter 4 of person/s who is /are duly authorized to sign any form on behalf of the Tenderer by virtue of a resolution

38) CONFIRMATION OF VISIT TO THE SITE BY THE TENDERER

- a) The Contractor is required to certify as per Chapter 4 that he/she has: -
- i) Studied the tender/contract documents thoroughly
 - ii) Examined the site and have made him- / herself familiar with all local conditions likely to influence the work and the cost thereof
 - iii) Certifies that the Tenderer is satisfied with the description of the work and perfectly understand the work to be done in the execution of this Contract.

39) SCHEDULE OF WORK SATISFACTORILY CARRIED OUT AND CURRENTLY DONE BY THE TENDERER

- a) The Contractor supply as per Chapter 4 a list of contracts of the same nature and extent that were successfully completed

40) MEMBERSHIP

- a) Proof of evidence of membership of more than 2 x years with I.W.M.S.A. (Institute of Waste Management of South Africa) are required as per Chapter 4

41) JOB-DESCRIPTIONS & QUALIFICATIONS

- a) It is required that the incumbents of all position in term of the required organizational layout shall at all times comply with the requirements of the attached job descriptions as require in Chapter 2 of this Service Level Specifications

42) PENALTIES

- a) 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

43) MEETINGS AND SITE INSPECTIONS

a) 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 Head of Division Waste Management or his delegate / s

b) 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.

c) 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.

d) Decisions made, minuted and agreed at these meetings will be binding on the parties

44) PERSONNEL, PLANT, EQUIPMENT AND LIABILITIES.

a) 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 Head of Division Waste Management shall be at liberty to object to and require the Contractor to remove any person who, in the opinion of the Head of Division Waste Management, 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 Head of Division Waste Management.

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.

b) Labour Returns

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

c) 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.
- d) 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 Head of Division Waste Management 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 Head of Division Waste Management 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 Head of Division Waste Management, the report shall be in writing and shall contain full details of the occurrence.
 - v) The Head of Division Waste Management 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 Head of Division Waste Management full facilities for carrying out such enquiries.
- e) 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.
- f) 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

45) 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

46) DOMCILIUM CITANDI ET EXECUTANDI

- a) The parties hereby choose the following as their addresses for any notices in view of this and as their domicilium citandi et executandi as follows viz:-

THE COUNCIL:-

GREATER TZANEEN MUNICIPALITY
CIVIC CENTRE
AGATHA STREET
P.O.BOX 24
TZANEEN
0850

THE CONTRACTOR

B. TREATMENT & DISPOSAL SPECIFICATIONS

B. i 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 (2 nd 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 leachate 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 6m³ Bulk containers to be provided for bulk collection to for each commodity separately.
- d) Source of waste
 - i) The waste consisting of domestic-, business-, garden- and commercial waste originates from
 - (1) Tzaneen
 - (2) Nkowankowa
 - (3) Lenyenye
 - (4) Haenertsburg
 - (5) Letsitele
 - (6) Duiwelskloof // Ga-Kgapane
 - (7) Rural areas (Ralela,Runnymedi,Bulamhlo and Lesedi Clusters)
 - 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 $\pm 350 \text{ m}^3$ (70 x tons) to 450 m^3 (90 x 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 which include:-
 - (1) Domestic waste
 - (2) Garden / organic waste
 - (3) Builders rubble
 - (4) Dry industrial waste
 - (5) Commercial waste
 - (6) Bulky waste
 - (7) Animal carcasses
 - iii) (H) Waste (Hazardous waste) is not being allowed to be disposed of at the Landfill
 - (1) 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
 - (2) 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.
- 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) Construction / Design Landfill-plan
 - (2) Minimum Requirements for Landfill Operations (2nd Edition D.W.A.F.)
 - (3) Landfill Permit requirements
 - (4) Tzaneen Solid Waste By-Laws
 - i) Legislative Framework

A. <u>NATIONAL POLICIES</u>
1. Policies
2. Environmental Management Policy
3. Integrated Pollution and Waste Management Policy
4. <u>NATIONAL ACTS</u>

5. Environment Conservation Act (Act 73 of 1989)
6. Housing Act (Act 107 of 1997)
B. LOCAL GOVERNMENT BY-LAWS
1. Tzaneen Solid Waste By-Laws
C. GUIDELINES
1. Guidelines for Preparation of the First Edition Environmental Implementation Plans and Environmental Management Plans
2. Minimum Requirements for Landfill, 2 nd edition, 1998
3. Minimum Requirements for the Handling and Deposit of Hazardous Waste, 2 nd Edition, 1998
4. Minimum Requirements for Monitoring at Waste Management Facilities, 2 nd edition, 1998
5. The identification and classification of dangerous substances and goods
6. Integrated Environmental Management Series: Checklists for Environmental Characteristics, 1992

j) 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 (m³)
 - (2) Tonnages as (kg`s)
- 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 Waste Management) when entering the Landfill
- vi) Reconciled measuring documentation must be handed in to the Head of Division Waste Management at the last day of each calendar month.
- vii) Measuring documentation / apparatus must be approved by the Head of Division Waste Management

k) 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

l) 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 may only operate after hours with the consent of the Manager of Solid Waste
- v) The Contractor will be required to operate the Landfill under emergency / disaster conditions at all times
- m) 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
- n) Security
 - i) The contractor must deploy two (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
- o) 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
- p) 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 underground fuel storage tanks in this area.
 - 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
- q) Water supply
 - i) A metered water connection exists at the Landfill at present and can be utilized at a rate determined by the Municipality.
 - ii) The Contractor will formally have to apply at own expense for the connection and usage of water with Council.
- r) Electricity Supply
 - i) There is bulk power supply to the Landfill.
 - ii) Any electrical reticulation on the Landfill for the contractor's own purpose shall be constructed at his own cost.

- s) 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
- t) 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, all waste must be covered.
- u) 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.
- v) 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.
- w) Development & maintenance of access- & service roads
 - i) The Contractor shall construct the basic layout of internal access roads as required for the operation.
 - ii) The tar access-road to the Landfill-site & all internal service roads will be developed & maintained (by the intervention of the Tzaneen Municipal Civil Engineering Department) in a weather proof condition. The Contractor are required to request the abovementioned maintenance by means of a **Technical Engineering-Report** in compliance with Civil Engineering Standards.
 - iii) The Contractor must ensure to keep all roads in a clean and sanitary condition free from loose soil, sand & waste materials.
 - iv) 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.
 - v) Flat enough to enable vehicles to stop and move off without undue difficulty and slipping.
 - vi) The Contactor shall be responsible for the basic layout & maintenance of all NEW internal-access roads, which work will include viz:-
 - (1) The watering of the surface to prevent dust nuisance 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 Head of Division Waste Management
- x) 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.
- y) 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 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.
- z) 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 1,5m high berms tipped at the natural angle of repose to form the sides of the proposed cell, beginning at the top of the slope
- aa) 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-land -filled 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
- bb) Covering of waste
- i) Cover material shall be depo-landfilled 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
- cc) Landfill drainage & Storm water management
- i) The Contractor are required to comply with specifications as per LANDFILL DESIGN- / CONSTRUCTION PLAN
 - (1) The abovementioned BOQ. + applicable plans will be AVAILABLE as attachments
 - (2) The abovementioned plans will be ELECTRONICALLY AVAILABLE ON REQUEST on the date of the compulsory site-meeting date at the Waste Divisions Offices
 - ii) The Contractor shall prevent undue contact between waste-water (polluted run-of) & storm-water (clean run-of) to minimize the quantity of leachate formation
 - iii) 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
 - iv) 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
 - v) Further Civil Construction-works of such berms & drains in terms of the Civil Engineering designs (concrete, steel, cement etc) will be the responsibility of Tzaneen Municipality in accordance with appropriate funded CAPEX-projects as per approved I.D.P. (Integrated Development Plan)
 - 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.
- dd) 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 as is necessary 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.
- ee) 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
- ff) Recycling
- i) No scavenging will be allowed on the landfill but controlled recycling of waste is 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) 8 x 6m³ 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 a **LICENSED** R.P.F. (Recycling Processing Facility) doing reclaiming on site as follows: -
 - (1) Removal of recyclables to the R.P.F. (Recycling Processing Facility) must be undertaken on a weekly basis by the Contractor
 - (2) The Contractor will be the accountable for the R.P.F. (Recycling Processing Facility) operations as follows viz: -
 - (a) Ensure that all O.H.&S. measures are adhered to by R.P.F. (Recycling Processing Facility) personnel on the Landfill
 - (3) Ensure applicable skilling & training of the members of the R.P.F. (Recycling Processing Facility)
 - (4) The Contractor will be required to accommodate a R.P.F. (Recycling Processing 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.)
- gg) 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.
- hh) 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.
- ii) Composting Operation
- i) The Contractor are obliged to manage & control the composting operations on site AND // OR to enter into a **SUB-CONTRACT** with a 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 (2nd Edition by D.W.A.F.)
 - (2) The Permit-conditions
 - (3) Regulations under the Waste Act 59/2008
 - iii) The Contractor develop and operate an 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) In case a tub-grinder provided by Tzaneen Municipality the Contractor shall be responsible for the maintenance-plan there-off
 - (3) 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 WILL ONLY BE COMPOSTED once a TUB-GRINDER will be provided by Council
 - iv) Windrows: - All grinded organic materials must be deposited in composting windrows as follows viz: -
 - (1) Maximum width at base 2m
 - (2) Maximum height 1.5m
 - (3) Compost must comply with all EUROGAP / GLOBALGAP requirements for agricultural usage
 - v) The facility must accommodate all clean greens & other organic materials at the landfill on a daily basis
 - vi) Must ensure that all waste materials being deposited with "clean greens" be recovered in a 6m³ skip for daily land-filling
 - vii) Tree-logs re-use project
 - (1) Tree logs or other similar organic material (if not being TUB-GRINDED) shall be cut & splinted as follows viz: -

- (a) 4 x quarters & no longer than 30 x cm
- (2) Be made available FREE of charge to members of the public and to rural communities as follows: -
 - (a) Allow general public to fetch it at the Landfill with own transport
 - (b) Made available firewood for collections & delivery at designated rural D.o.C.'s (Drop-of-Centers)
- jj) 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
- kk) Council's Equipment
 - i) The Contractor will be responsible for the security of all Council equipment stored on the site.
- ll) 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.
- mm) 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
- nn) Borehole maintenance
 - i) The Contractor will ensure that every borehole is 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

oo) 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 10th day of the following month
 - (b) Failure to comply with this date of submission will result in penalties being imposed

pp) Scattered waste

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

qq) 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

rr) 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

ss) 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) Eragrostos Teff 10%

(iii) Dactylis Glometata 20%

(iv) Digitaria Eriantha 10%

(v) Chloris Gayana 20%

tt) 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.

uu) 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

vv) 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

ww) Tyres

i) Tyres must be packed on the inner slopes of the cell berms, and then be filled with waste.

ii) All tyres in excess must be shredded with a tyre shredder and utilized on the landfill for road building

xx) 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) The reconciled OPERATIONAL PLAN + report is required to be available with each and every "Landfill-audit" programme AS PER Permit Conditions and the Minimum Requirement 2nd Edition
 - (1) The adherence to these requirements is compulsory
 - (2) A copy is electronically available on request

3) 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 Head of Division Waste Management, the Contractor shall furnish in writing such additional particulars concerning the operation, plant, personnel, etc., as he may require
- d) Neither the Head of Division Waste Management nor a delegated official shall relieve the Contractor of any of his duties or responsibilities under the Contract

4) Schedule of plant to be deployed (Read with the Organizational-Layout Plan)

- a) The Tenderer must deploy minimum required plant viz: -
 - 1. 1 x Hammermill // Tub-grinder (Compost)
 - 2. 1 x F.E.L. (Compost)
 - 3. 1 x Tractor with Tipper-trailer (Compost)
 - 4. 6 m³ Skips
 - a. 4 x Composting-skips
 - b. 2 x General Waste skips
 - c. 6 x Recycling-skips
 - d. 10 x Operational-skips
 - 5. 1 x Compost-sieve
 - 6. 2 x Chain-saws
 - 7. Computer + office-equipment
 - 8. 1 x 26-ton Landfill-compactor
 - 9. 1 x Back-actor (TLB)
 - 10. 1 x Tipper Truck
 - 11. 1 x Water Tanker (minimum 7 500 liters)
 - 12. 1 x Oilkol-tank
 - 13. 1 x Tube-guzzler
 - 14. Various hand-tools
 - 15. 2 x Brush-cutters
 - 16. 2 x Poison Spray-pumps
 - 17. Other equipments as from time to time required for the effective management of the Landfill Site.

5) Schedule of Staff & Workmen (Read with the Organizational-Layout Plan)

- a) The Tenderer must employ the following staff & workmen as detailed in the space below & to be read with the organizational layout as required
 - i) Details of I.W.M.S.A.-membership of staff and workmen must be completed by the Tenderer
 - ii) Table staff requirements

<u>CATEGORY</u>	<u>NUMBER</u>	<u>MEMBER OF I.W.M.S.A.</u>
Operational & Administration Manager	1	Required
Team leaders // Drivers	5	Not-required
Labourers // Small Machine Operators	24	Not-required

- b) Labour returns
- c) It is required that the Contractor shall submit labour returns by means of "Timesheets" & "Salary-rates being paid" for the following staff as follows viz: -
 - i) Operational & Administration Manager
 - ii) Snr. Team leaders
 - iii) Snr. Labourers
- d) Complete timesheets shall serve as Proof of Evidence for monthly payments and must be attached to the Tax-Invoice for submission

- 7) Schedule of Data
- a) Recycling is required @ source
 - b) Erection of buildings, sheds or other structures in the contractors-enclosure are allowed, only as per approved building plans
 - c) Disposal of other waste at this facility emanating from outside Council's jurisdiction area are not allowed on the Landfill
 - d) Membership of the I.W.M.S.A. will be required
 - e) Capturing of statistical data is required
 - f) Hazardous Waste Removals is required only when appropriately instructed
- 8) Performance Management System
- a) Landfill Management Scorecard
 - a) The performance of the Contractor will be measured against the requirements of this contract. by means of monthly audits
 - b) Deviations of contract requirements will be forwarded to the Contractor by the Regional Waste Management Officer Tzaneen Solid Waste on abovementioned format
 - c) Deviations will be recorded by means of monthly audits and penalties shall apply 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: -
 - (1) 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: -
 - (1) 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 any of the operating conditions viz: -
 - (1) 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.
 - (1) 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
 - d) Performance audit-form, appropriately signed by both parties, is required to validate the payments-advice
- 9) Data capturing
- a) Entrance control registers must be kept as part of the recordkeeping
 - b) The keeping of a manual register for signature purposes will be require at all times
 - c) Weighbridge information must be also captured as followed: -
 - i) Each load of waste material must be captured as per category
 - ii) Each load must be appropriately weighed @ the weighbridge and information be captured
 - iii) The information must daily be downloaded electronically and must forwarded to the official billing system daily at 08h00

- d) Existing Information Technology hardware and software must be maintained and updated by the Contractor to the satisfaction of the Divisional Head Solid Waste Management

11) Maps
a) Locality Map



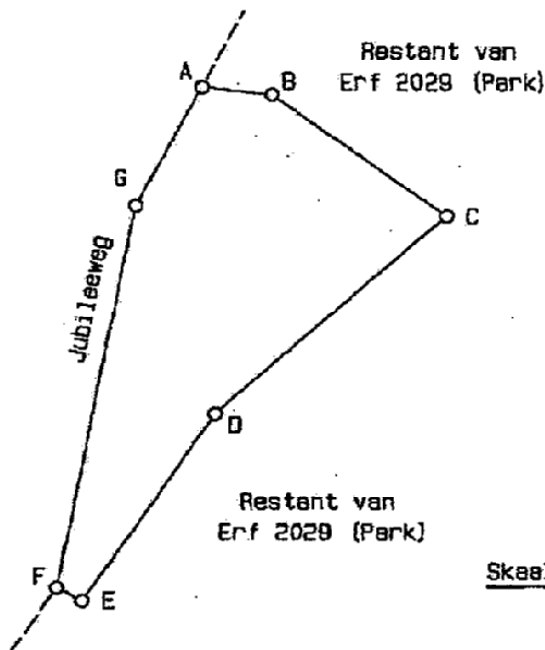
b) Layout Map

ONDERVERDELINGSDIAGRAM

SYE meter	RIGTINGS- HOEKE	KOÖRDINATE			L. G. No.	
		Y	Stelsel W 6 31°	X		
	Konstantes		+ 0,00	+2 600 000,00	Goedgekeur nms. LANDMETER- GENERAAL	
AB	79,13	275.42.20	A	+ 86 071,85		+ 40 039,63
BC	244,88	307.29.10	B	+ 85 993,28		+ 40 048,87
CD	352,94	46.44.40	C	+ 85 798,96		+ 40 197,90
DE	273,88	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 NEW Δ171				+ 87 931,75	+ 39 947,23	
VGN VELDENSKOP 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 hektaer grond synde
Gedeelte 1 van Erf 2029
van die dorp TZANEEN UITBREIDING 18

Limpopo Provinsie
Opgemeet in Mei 2008 deur my

PLS 0715 Professionele Landmeter

Hierdie diagram is geheg aan No. gedateer t.g.v. Pretoria Registrateur van Aktes	Die oorspronklike diagram is L.G. No. Transport No.	Lêer M.S.No. A.P. L.G.No.A B389/1982 Komp. LT50-42
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C. 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 bided for total number of units
 - v) Contract Price = Total amount for the contracted section of the tender requirements

4) DESCRIPTIONS

- a) Descriptions in the BOQ 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 BOQ. 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 BOQ.
- 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 BOQ. is metric units
- b) The following generic abbreviations will be applicable & utilized in the BOQ: -
 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. m² = square meter
16. m³ = cubic meter
17. m³-km = cubic meter-kilometer
18. m²-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) VAT shall be inclusive in submission of the of 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 BOQ viz: -

<u>BILL OF QUANTITIES</u>						
A. <u>SALARIES, BONUSES & OTHER STATUTORY CONTRIBUTIONS</u>						
<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>
1.	Operational Manager	1				
2.	Team leader / Driver	5				
3.	Labourers	24				
4.	Total Section A	xxx	xxx	R	R	R
B. <u>PERFORMANCE BONUS</u>						
<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>
5.	Operational Manager	1				
6.	Team leader / Driver	5				
7.	Labourers	24				
8.	Total Section B	xxx	xxx	R	R	R
C. <u>OVERTIME</u>						
<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>
9.	Operational Manager	1				
10.	Team leader / Driver	5				
11.	Labourers	24				
12.	Total Section C	xxx	xxx	R	R	R
D. <u>REPAIRS & MAINTENANCE</u>						
<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.	Total Section D	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>	
16.	Landfill Compactor	1				
17.	Water Tanker	1				
18.	Back-Actor	1				
19.	Tipper Truck	1				
20.	Tub Grinder	1				
21.	Chainsaws	2				
22.	Compost Sieve	1				
23.	Skips	21				
24.	Sundries (Tanks; Guzzlers; etc.)	1				
25.	Brush-cutters	2				
26.	Spray pumps	2				
27.	Total Section E	xxx	xxx	R	R	R

F. NON-CAPITAL TOOLS & EQUIPMENT

<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>
28.	Trolleys	10	xxxx	xxxx	
29.	Brooms	10	xxxx		
30.	Prickers	5	xxxx	xxxx	
31.	Scoops	5	xxxx		
32.	85 x lit. Polypropylene-Bags	200			
33.	Cell phones	6	xxxx	xxxx	

34.	Spades	10		xxxx		
35.	Lockers	30		xxxx	xxxx	
36.	Cleansing-soap (liters)	1				
37.	Body Soap (bar)	30				
38.	Pesticides	1				
39.	Enzymes	1				
40.	Miscellaneous	1				
41.	Total Section F	xxx	xxx	R	R	R

G. PERSONAL PROTECTIVE EQUIPMENT

<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>
42.	Overalls	48		xxxx		
43.	Safety shoes	48		xxxx		
44.	Raincoats	48		xxxx		
45.	Hand gloves	48		xxxx		
46.	High visibility vests	48		xxxx		
47.	Socks	48		xxxx		
48.	Hats	48		xxxx		
49.	Pants	12		xxxx		
50.	Shirts	12		xxxx		
51.	Shoes	12		xxxx		
52.	Rain coat	12		xxxx		
53.	Jackets	12		xxxx		
54.	Belts	12		xxxx		
55.	Socks	12		xxxx		

56.	Towels	60		xxxx		
57.	Total Section G	xxx	xxx	R	R	R

H. GENERAL ITEMS

<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>
58.	Redemption of loan (Vehicles; Skips + Infrastructure)	1				
59.	Advertising	1				
60.	Conference costs	1				
61.	Consumable domestic items	1				
62.	Insurance	1				
63.	Lease I.T. equipment	1				
64.	Licenses & permits - non-vehicles	1				
65.	Membership fees	1				
66.	Postage & courier fees	1				
67.	Printing & stationery	1				
68.	Public drivers permit	1				
69.	Subscriptions	2				
70.	Telephone	3				
71.	Admin // auditors costs	1				
72.	Municipal account	1				
73.	Vehicles Licenses	3				
74.	Total Section I	xxx	xxx	xxxx	xxxx	xxxx

D. K.P.A.s (KEY PERFORMANCE AREAS) FOR FUNCTIONALITY

1) AUTHORITY TO SIGN DOCUMENTS

a) Mr./Me _____ is / are duly authorized to sign any form on behalf of the Tenderer by virtue of the following resolution viz: - (attach a certified abstract of the letter)

SIGNATURE _____

CAPACITY _____

2) 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_____			

3) MEMBERSHIP

- a) 2 years' membership with the Institute of Waste Management of Southern Africa (I.W.M.S.A.) is required
- b) An original or a certified copy of a valid Membership-Certificate is required from the relevant authority/s

SIGNATURE_____

CAPACITY_____

1) INFRASTRUCTURAL REQUIREMENTS

- a) The prospective Tenderer provide the prescribed INFRASTRUCTURE on site as required
- b) Failure to provide on-site evidence, the Tenderer must submit appropriate, applicable and approved guarantees that the minimum required INFRASTRUCTURE will be operational within 30 x days after the letter of appointment by the Accounting Officer

SIGNATURE_____

CAPACITY_____

FUNCTIONALITY

Company Experience (5 years of experience)	Scoring	Weighting
At least Three appointment letters in management of landfill site	5	40
At least Two appointment letters in management of landfill site	3	
At least One appointment letters in management of landfill site	1	
No appointment letter in management of landfill site	0	
Key Personnel (total Weighting 30)	Scoring	
2.1. Site Manager		
(submit CV and certified copies of certificates)	5	15
3 years relevant experience		
Qualification in Civil Engineering or Environmental Health or Environmental Management National Diploma in Civil Engineering/Environmental Health/Environmental Management plus registration with relevant professional bodies		
No formal educational qualification	0	
Safety Officer		
(Submit CV and certified copies of certificates) 3 years relevant experience	5	15
Qualification in Environmental Health or Safety Management National Diploma in Safety Management or Environmental Health or a Certificate in SAMTRAC plus registration with SACCMP		
No formal educational qualification	0	
Plant and Equipment		30
Plant and Equipment: 30		
26 Ton Landfill Compactor ;Water Tanker; TLB (Back Actor); Tipper Truck; Front End Loader (Compost); Tractor with Tipper-trailer (Compost); Hammermill // Tub-grinder (Compost)	5	
No above plant and equipment	0	
Proof of ownership required for plant and equipment. Bidders must submit e-Natis certificate for plant except for Hammermill/Tub-grinder only purchase order or Tax invoice. Plant and Equipment must be in good working condition.		
Total points		100



PART G

Tropical Paradise

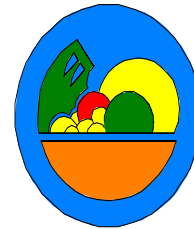
GREATER TZANEEN MUNICIPALITY

P.O. BOX 24

TEL: 015 307 8000

TZANEEN, 0850

FAX: 015 307 8049



PROVISION OF CASH-IN-TRANSIT

INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

1. EXPERIENCE

Complete the below schedule regarding your company previous working experiences on this project.

Client	Contact Person	Contact Number	Contract Value	Contract Period

PART H

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.

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

PART I

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* **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? **YES / NO**

3.7 If so, furnish particulars.

.....

* 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.

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?

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?
YES / NO

3.9.1. If yes, furnish particulars.....
.....

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

3.10.1. If so, furnish particulars

.....

3.11 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state? 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? 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 O
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:

Are you by law required to prepare annual financial statements for auditing? (Please circle applicable one) ***YES/NO**

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.

.....

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? (Please circle applicable one) ***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? (Please circle applicable one) ***YES/NO**

3.1. If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic of South Africa. If so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? (Please circle applicable one) ***YES / NO**

4.1. If yes, furnish particulars

.....
.....

CERTIFICATION

I, the undersigned (name)

Certify that the information furnished on this declaration form is true and correct.

I accept that the state may act against me should this declaration proven 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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the preferential procurement regulations, 2017.

1. GENERAL CONDITIONS

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

- The 80/20 system for requirements with a rand value of up to R50 million (all applicable taxes included) and
- The 90/10 system for requirements with a rand value above R50 million (all applicable taxes included).

1.2 (a) the value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

(c) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

80/20 and 90/10-point scoring is as follows:

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4. The maximum points for this bid are allocated as follows:

	Total Points
Price	
B-BBEE status level of contributor	
Total points for price and B-BBEE must not exceed	100

1.5 Failure by the bidder to submit proof of B-BBEE status level of contributor together with the bid, will

be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad Based Economic Empowerment Act.
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document.
- (g) **“Price”** includes all applicable taxes less on unconditional discounts.
- (h) **“Proof of BEE status level of contributor”** means
- 1) BBBEE status level certificate issued by an authorized body or person
 - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
 - 3) an other requirements prescribed in terms of the BBBEE Act.
- (I) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contribution: = (maximum of 20 or 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level contributor).

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (Tick applicable box)

YES		NO	
------------	--	-----------	--

7.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the sub-contractor?
- (iii) The B-BBEE status level of the sub-contractor?
- (iv) Whether the sub-contractor is an EME/SME? (Please circle applicable one) *YES / NO

Specific, by ticking the appropriate box, if subcontracting is an enterprise in terms of preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by	EME	QSE
Black People		
Black People who are youth		
Black People who are woman		
Black People with disabilities		
Black People living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black People		
Black People who are military veterans		
Or		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of the business:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM (Tick applicable box)

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION (Tick applicable box)

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

8.8 Total numbers of years the company/firm has been in business?

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding 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) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

<p>Witnesses</p> <p>1.....</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS</p> <p>DATE:</p> <p>Address:</p> <p>.....</p> <p>.....</p>

PART K

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9 (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9 (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of
- 2.7. components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.8. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.9. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.10. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

***NB:** Bidders must submit proof of the SARB rate (s) of exchange used.

Local content declaration by chief financial officer or other legally responsible person nominated in writing by the chief executive or senior member/person with management responsibility (close corporation, partnership or individual)

IN RESPECT OF BID No.

ISSUED BY: Greater Tzaneen Municipality

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

Do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the **Greater Tzaneen Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PART L

MBD 7.2

Contract form - rendering of services

This form must be filled in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of originally signed contracts for their respective records.

Part 1 (to be filled in by the service provider)

1. I hereby undertake to render services described in the attached bidding documents to **Greater Tzaneen Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

<p>WITNESSES</p> <p>1</p> <p>2</p> <p>DATE:</p>
--

6. I confirm that I am duly authorised to sign this contract.

Name (print)

Capacity

Signature

Name of firm

Date

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 numberdated.....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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

 2
 - - -

PART M

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>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
Item	Question (Tick applicable box)	Yes	No
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

.....
Designation

.....
Name of Bidder

PART N

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid 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: _____(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.	Compulsory briefing session attended		
2.	Complete original bid document		
3.	Central Supplier Database (CSD) reports		
4.	B-BBEE Certificate/Sworn affidavit		
5.	Valid Tax Clearance Certificate or Tax pin		
6.	CK/Company registration;		
7.	Certified ID copies of the shareholders;		
8.	Proof of Residence: municipal statement account / letter from headman/Tribal Authority/Lease agreement and three (3) months proof of payment		
9.	Company registration certificate showing percentage of shareholders / membership interest		
10.	Initial each page of the Conditions of Contact		
11.	Relevant CIDB grading		
12.	Key personnel experience (attach CV and qualification)		
13.	Company experience (attach appointment letter)		
14.	All MBD forms must be completed and signed		
15.	In case of a Joint Venture, Association or Consortium a formal JV contract agreement/contract be signed		
16.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
17.	Detailed price schedule/ financial bids		
18.	All/Any alterations be initialled		

Company Representative (Name)

Signature