

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



## BID DOCUMENT

BID NO. LNM026/2022/23

OPERATION AND MANAGEMENT OF LENTING LANDFILL SITE FOR PERIOD OF 36 MONTHS

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
<b>COMMUNITY SERVICES :</b> <b>Mr. Kanyane Lwaleng</b> <b>LEPELLE-NKUMPI LOCAL MUNICIPALITY</b> P/BAG X 07 <b>CHUENESPOORT</b> 0745  Tel: (015) 633 4574 Fax: (015) 632 4594	<b>SUPPLY CHAIN MANAGEMENT</b> <b>Mr. Ramuhulu Rudzani</b> <b>LEPELLE-NKUMPI LOCAL MUNICIPALITY</b> P/BAG X 07 <b>CHUENESPOORT</b> 0745  Tel: (015) 633 4531/4505 Fax: (015) 633 6896

NAME OF BIDDER (BIDDING ENTITY) : .....

CSD NUMBER : .....

CLOSING DATE : 03 JANUARY 2023

CLOSING TIME : 11H00

THE TOTAL OFFERED BID PRICE \_\_\_\_\_ (VAT INCLUSIVE)

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## FORM A

BID NOTICE

BID: LNM026/2022/23

### **PANEL OF OPERATION AND MANAGEMENT OF LENTING LANDFILL SITE FOR PERIOD OF 36 MONTHS**

Bid documents containing the Conditions of Bid can be downloaded and printed for free from Municipal website and eTender portal.

The completed Bid document, fully priced and signed must be sealed in an envelope marked "BID number" should be deposited in the tender box at the Lepelle-Nkumpi Municipality Civic Centre, Lebowakgomo, not later than **11:00 on 03 JANUARY 2023**

The Lepelle-Nkumpi Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

The Municipality shall adjudicate and award bids in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and its amended regulations, **80/20 point system where 80 points are for price and 20 points for B-BBEE Level of contribution and 100 Points Functionality**, and prospective bidders must accept that the bid price will be adjudicated, according to the said legislation. Bids will remain valid for **90 (Ninety)** days.

Enquiries related to Technical specifications should be addressed to **Kanyane Lwaleng** telephone number (015) 633 4574

**MONYEPAO MA  
MUNICIPAL MANAGER**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY					
BID NUMBER:	LNM026/2022/23	CLOSING DATE:	03 JANUARY 2023	CLOSING TIME:	11H00
DESCRIPTION	<b>OPERATION AND MANAGEMENT OF LENTING LANDFILL SITE FOR PERIOD OF 36 MONTHS</b>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX					

SITUATED AT (*STREET ADDRESS*)

LEPELLE-NKUMPI MUNICIPALITY					
UNIT 170 BA, CIVIC CENTRE					
LEBOWAKGOMO					
0737					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED	.....	TOTAL BID PRICE	R.....
SIGNATURE OF BIDDER	.....	DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Lepelle Nkumpi Local Municipality	CONTACT PERSON	Mr. Kanyane Lwaleng
CONTACT PERSON	Ramuhulu Rudzani	TELEPHONE NUMBER	015 633 4574
TELEPHONE NUMBER	015 633 4531/4505	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Kanyane.lwaleng@lepelle-nkumpi.gov.za
E-MAIL ADDRESS	<a href="mailto:rudzani.ramuhulu@lepelle-nkumpi.gov.za">rudzani .ramuhulu@lepelle-nkumpi.gov.za</a>		

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |     |                          |    |                          |
|--|-----|--------------------------|----|--------------------------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE: .....

## **BID SPECIFICATION**

### **SPECIFICATION ON THE OPERATION AND MANAGEMENT OF LENTING LANDFILL SITE FOR PERIOD OF 36 MONTHS**

#### **SCOPE OF WORK**

- 1.1. Operation and maintenance of the Lepelle-Nkumpi Landfill which is situated on the Farm Poortje approximately 7 kilometers south of Lebowakgomo CBD on the Jane Furse Road for a period of 36 months.
2. **GENERAL DESCRIPTION**
  - 2.1. The Lebowakgomo landfill site serves the waste disposal requirements of Lebowakgomo and the surrounding areas including some mines and industries. The Lebowakgomo landfill is a legal landfill site and a Waste License is available.
  - 2.2. These tender specifications for Landfill Operations and Maintenance associated with the landfill site constitute the contract for a period of **3 years**. The Waste License issued by LEDET may affect the operation and the license conditions must be considered.
  - 2.3. The Landfill Operation involves the disposal of general domestic and industrial waste by means of sanitary landfill principles. This includes spreading, compacting, and covering of wastes on a daily basis, maintenance of on-site drainage, shaping to final levels, provision of cover, topsoil and grassing, maintenance of on-site roads, services, grassing and maintenance of records. The landfill is to be operated by the appointed contractor as per the conditions of the contract with the Lepelle-Nkumpi Local Municipality (Employer).
  - 2.4. The Contract shall be for a period of 3 years. Except as otherwise expressly provided herein, the Contractor shall supply all labour, supervision, consumable materials, equipment, tools, service, and testing devices, and each and every item of expense necessary for the operation of the landfill site.



### 3. NATURE OF GROUND AND SUBSOIL CONDITIONS

- 3.1. According to the available geological information, the study area is underlain by highly jointed, grey, coarse-grained, quartz and biotite-rich gneiss and migmatite collectively known as the Goudplaats Gneiss. The banded character of the gneiss leads to a variable weathering profile, where less weathered, moderately hard corestones or bands may occur within a soil-like material. Quartz-rich zones will also undergo less weathering than its mica-rich counterpart. The orientation of these bands (i.e.: vertical or horizontal) may also lead to the occurrence of deeply weathered zones within generally less weathered material.
- 3.2. The site does not reflect any risk for the formation of sinkholes or subsidence caused by the presence of water-soluble rocks (dolomite or limestone), and no evidence of mining activity beneath the study area has been revealed.
- 3.3. According to the regional geological maps and the direction observation of the test pits and other exposures in excavations, the site is underlain by basement granite gneisses. The excavation and general profiling of the test pits provided all necessary information required for the preliminary geohydrological investigation.
- 3.4. The granite gneiss varies from a fine grained to a course pegmatite type rock. In the existing excavation it was noted that a “fresh” rock determined where excavation took place. This will be the same with future cover excavation. Only weathered exposures were observed in the test pits, because the back-actor on the fresh rock, which was encountered at depths anywhere between 1 and 3 metres, depending on the position of the test pit. In the fresher rock, jointing and secondary iron manganese secondary mineralization was observed, which indicates the passage of water.
- 3.5. The soils on site are mainly decomposed residual granite, comprising a gritty fraction from the quartz and a clayey fraction from the decomposed feldspar. Towards the top of the profile, there is also organic topsoil, which supports vegetation. From experience of similar soils encountered on the site, it is known that these granitic soils are ideal for landfilling. They compact well and because of the illite clay content, they provide perm abilities of the order of  $10^{-6}$  to  $10^{-7}$  cm/sec. They are also very workable as cover.

#### **4. LANDFILL OPERATIONS**

- 4.1. The Landfill Operation under this contract is for the complete management and operation of the Lebowakgomo landfill site and includes the following activities:
- 4.1.1. Maintenance of facilities, including gatehouse and ablutions and plant storage facilities.
  - 4.1.2. Control of the acceptance, or refusal, of wastes arriving at the landfill.
  - 4.1.3. Supply and Maintaining records of all quantities, categories and disposers of wastes accepted, as well as records of those rejected.
  - 4.1.4. Ensuring the direction of all wastes accepted to approve points for disposal.
  - 4.1.5. Spreading, compacting, and covering of waste by means of Cell method of land-filling according to our landfill permit.
  - 4.1.6. Maintenance of on-site drainage.
  - 4.1.7. Shaping of landfill to final levels on outer final slopes and provision of final cover, topsoil, and grassing.
  - 4.1.8. Maintenance of site security including fencing.
  - 4.1.9. Maintenance of all site vegetation, by means of watering, replanting grass on berms when necessary.
  - 4.1.10. Maintenance of a fire break around site according to National Forest Act no.84 of 1998.
  - 4.1.11. Maintenance, repair and calibration of weighbridge system
  - 4.1.12. Management of Recycling activities on-site

#### **5. LANDFILL OPERATION PROGRAM**

- 5.1. Within 14 days of award of the Contract, the Contractor shall submit a realistic programme showing the order of procedure and the method that he/she proposes to use in carrying out the landfill operation in order to meet the requirements of the Development Plan provided by the Employer.

#### **6. SITE FACILITIES AND SERVICES**

- 6.1. Site facilities available
- 6.1.1. The following facilities will be made available on the site for use by the contractor at no cost:

- 6.1.1.1.1. Permanent buildings
- 6.1.1.1.2. Gate Control House: 20m<sup>2</sup> single story building with built-in desk. The building is equipped with a toilet and hand basin. Weighbridge control house: 25m<sup>2</sup> single story building with built-in desk, weighbridge computer system and air-conditioner. The building is equipped with a toilet and hand basin.
- 6.1.1.1.3. Administration building 103m<sup>2</sup> building, comprising:
- 6.1.1.1.4. ladies toilet, shower and wash basin
- 6.1.1.1.5. gents toilet, urinal and wash basin
- 6.1.1.1.6. kitchen and single sink and 3 plate stove
- 6.1.1.1.7. boardroom (drawing cabinet available and air-conditioned)
- 6.1.1.1.8. No furniture or blinds/curtains.
- 6.1.1.1.9. Staff facilities 76m<sup>2</sup> building, comprising:
- 6.1.1.1.10. Male ablutions with 2 showers, 2 toilets, 2 urinals and 2 hand basins.
- 6.1.1.1.11. Female ablutions with shower, toilet and hand basin.
- 6.1.1.1.12. Contractor's shed and store 432m<sup>2</sup> building, comprising: 5 x 6m wide open bays (one paved), 24m<sup>2</sup> store room, Ablution with shower, toilet, urinal, hand basin

## 6.2. Temporary buildings

- 6.2.1. The contractor will be entitled, subject to the Executive Manager's approval and that of the employer to erect additional temporary or permanent buildings on the site such as plant shelters, should these be required by him. On termination of the contract the employer shall be given the option of purchasing the additional buildings and structures so erected and failing the exercise of such option, the contractor shall demolish and remove the buildings or structures at his/her own cost and return the site in the condition it was prior to such buildings or structures being erected.

## 6.3. Infrastructure enclosure

- 6.3.1. Secondary fencing is provided around the above-mentioned infrastructure. This fencing is intended to provide additional security for overnight parking of the contractor's vehicles and

plant used in the operation of the site. High mast lighting in a major portion of this area is aimed at providing improved security.

6.3.2. The contractor may erect or install overhead or underground fuel storage tanks in the area adjacent to the contractor's shed, subject to it meeting the safety and fire requirements stipulated in the Municipal by-laws. The servicing and maintenance of the contractor's vehicles and plant shall be carried out within the contractors shed and uncontrolled oil spillage will not be permitted.

#### 6.4. Access roads

6.4.1. Access to the entrance of the site and gate control house is only possible from Jane Furse Road,

#### 6.5. Paved areas

6.5.1. All roads from the gate control house to the wheel wash area, the parking areas in front of the administration block, the public disposal area, as well as the road to the composting

area are paved with interlocking paving blocks. It is the intention of the employer to upgrade existing paved areas (roads only).

#### 6.6. Wheel wash

6.6.1. A 240m<sup>2</sup> paved double wheel wash area with a double settling tank and grease trap, is available to wash mud from vehicle wheels before leaving the site.

#### 6.7. Access control gates

6.7.1. Manually operated security booms are provided across the incoming road and outgoing road adjacent to the gate control house, are used to control the movement of vehicles during normal operating hours. After hours the entrance is closed with security gates.

#### 6.8. Weighbridges

6.8.1. The contractor will be required to operate this facility, which consists of two 15m-steeldeck digital load cells operated, pitless type weighbridges, in terms of the contract. Adequately trained staff is to be provided by the contractor to operate the weighbridges and the computer system in accordance with the contract.

6.8.2. General maintenance of the weighbridges is the responsibility of the contractor. The contractor shall also be responsible to calibrate the weighbridge scales once per annum and obtain the necessary certification. Verification after any alteration to the weighbridge will also be the responsibility of the contractor.

#### 6.9. Computers

6.10. The following is available and should be maintained and insured by the contractor:

6.10.1. One networked computers with a printer and software for recording and printing of weighbridge slips are set up in the weighbridge control room.. The contractor will be required to operate the computers to record all waste entering the site (e.g. category,

account details, vehicle details etc). All printers and consumables (e.g. double sheet continuous (roll) paper, printer cartridges, compact disks, files etc) used for recording and processing all transactions are to be supplied and maintained by the contractor. Adequately trained staff are to be provided by the contractor to operate the computer system in accordance with the contract.

6.10.2. Maintenance of all software required (including weighbridge software upgrading by OptoAfrica) is the responsibility of the Contractor. OptoAfrica software license fees also payable by the client (the database software is owned by the Client).

## 6.11. Security

6.11.1. The site is fenced with a 2,1m concrete palisade security fence with various locked gates. The contractor is required to keep the fences and gates of both the outer perimeter (approximately 6 km) and the infrastructure enclosure in good order and to repair any damage caused to it.

6.11.2. The contractor must allow for a minimum of 2 (two) security guards during daytime and 2 (tywo) security guards after hours, in order to prevent any unauthorized entry. Security personnel must be issued with reliable communication devices, self defense mechanisms or apparatus and be provided with adequate means of transport to effectively patrol the outer perimeter. Should the contractor require further security measures to protect equipment and property, he/she may take such measures at his/her own cost and subject to the Executive Manager's approval.

6.11.3. Provision is to be made for the fact that no unauthorized entry is allowed.

6.11.4. In addition to the above one dedicated security guard must be delegated for the sole purpose of collecting signed weighbridge slips from the drivers of the waste trucks. This

security guard must also ensure that no vehicle leave the site without the driver retaining a copy of the signed weighbridge slip.

6.11.5. A storm-water collection pond was constructed in close proximity to the waste disposal area. Apart from being used for dust suppression, this pond is also to be used for dilution of small quantities of leachate that may occasionally be present on site.

#### 6.12. Electricity supply

6.12.1. The site currently supplied with electricity for lighting and domestic use. Should the Contractor require electricity for any other purpose except for purposes stated above; arrangement must be made with the Employer and The Contractor shall be responsible for all costs incurred through the use such electricity

6.12.2. An emergency power supply in the form of a diesel generator to supply power to the flare compound and weighbridge in event of a power failure is available on site. The contractor shall maintain the generator for the contract period. Operating cost will also be for the contractors account.

#### 6.13. Housing of employees

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

#### 6.14. Water

6.14.1. There is portable water provision on site through boreholes. The Contractor shall be responsible for all costs associated with the provision of water in cases where there is

disruption in water supply because there must always be a source of clean potable water available at all times for emergencies.

#### 6.15. Telephones and facsimile

6.15.1. The Contractor shall make his own arrangements for such communication facilities. The Contractor is to have a minimum of one telephone on site, for communication purposes.

#### 6.16. Accommodation of Contractor's personnel

6.16.1. The Contractor shall make his own arrangements for accommodation of his personnel.

#### 6.17. Sanitary Facilities

6.17.1. There is an ablution facility on site and The Contractor will be responsible for its up-keep to the satisfaction of The Employer.

6.17.2. Due to the unavailability of a sewer system in close proximity to the site, a septic tank is used for the toilet sewerage, whilst a "French drain" is used for shower and basin water. The contractor will be responsible for the removal, transport and disposal of sewerage into an approved sewer system.

#### 6.18. Medical service

6.18.1. The Contractor shall maintain permanent first aid facilities on site. These facilities are to comprise of a medical aid kit in the site office; and at least a minimum of two staff members are to be qualified to administer first aid, with one trained staff member on site at all times during operating hours. The Contractor shall undertake annual medical checks for his employees

#### 6.19. Facilities for Employer's Representative

6.19.1. No facilities are required for the Employer's representative. The Contractor shall book on site for Site Instructions by The Employer and for Daily Dairy records.



## **7. PLANT**

- 7.1. All plant used on the site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working conditions, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators.
- 7.2. In the event of a breakdown occurring, the contractor shall provide such back-up plant as is necessary to ensure that the proper operation and maintenance of the Site is not placed in jeopardy. The Employer is to be informed immediately of any breakdown of the key plant that shall include the Dozer or landfill compactor. Should the Contractor not provide suitable back-up plant, The Employer will hire the plant from the third party, the costs of which shall be borne by The Contractor.
- 7.3. As required in the conditions of the Bid, The Contractor shall submit with his bid, a schedule of his proposed plant complement, as well as description of his back-up or breakdown and workshop facilities. Plant assigned to the project shall not be removed without the approval of the Employer.
- 7.4. As determined from the projected waste stream volumes and the operation of similar landfill sites, a 20 ton landfill compactor of acceptable manufacture and condition able to handle a maximum of 150 tons/day shall be provided.
- 7.5. Dependent on actual waste quantities on the site, the Employer may direct that a bulldozer or a landfill compactor of a higher or low capacity be provided. The Contractor shall provide the replacement machine within three (3) months of receiving written notice to this effect. If this cannot be done, the period in which the replacement can be made shall be advised at the time of submitting a bid.
- 7.6. In the event of a breakdown occurring, the contractor shall be capable of calling upon such back up plant within 6 hours as is necessary to ensure that the proper operation and maintenance of the site is not placed in jeopardy.
- 7.7. The turnaround time for tyres repairs is 2 hours.
- 7.8. The contractor shall submit with his/her bid, a description of his/her proposed plant complement, as well as a description of his/her back up or breakdown and workshop facilities. No plant may be removed from site without written permission from the Executive Manager/employer.

- 7.9. The service provider to be contracted for plant hire must be indicated.
- 7.10. As a minimum the Contractor shall be required to provide the following plant for dedicated use on the site:
- 7.10.1. Waste Compactor of at least 20 tons.
  - 7.10.2. TLB /Excavator
  - 7.10.3. Tipper (6 or 10m<sup>3</sup>).
  - 7.10.4. Water Tanker, with sprayers
  - 7.10.5. LDV bakkie
- 7.11. All plant is to be replaced within a 6 hour period if required by the Executive Manager or Employer .

## **8. SOURCE OF WASTE**

- 8.1. The Lepelle-Nkumpi landfill site currently serves the waste disposal needs of Lebowakgomo and surrounding areas, including some industries. The site is not limited to local authority and industries only, members of the public may make use of the site.
- 8.2. The Contractor shall record the details of unauthorized persons or private waste contractors who attempt to dispose of waste outside the site boundaries and notify the Employer as soon as possible to this effect.
- 8.3. All private persons utilizing the site shall be invoiced monthly/or through a prepaid token obtained from the municipality at a tariff to be determined by the Employer.
- 8.4. The Contractor shall record the quantities of waste in all categories stipulated by the Employer solely for municipal vehicles.
- 8.5. Should it be to the employer's benefit, the contractor may dispose of waste at the site that originates from sources other than those indicated in this document. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the contractor's responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the

site. In addition, should this position change, the contractor will be obliged to inform the employer thereof within 14 days of any such change.

## 9. WASTE TYPES

- 9.1. The site is permitted as a general landfill site (Classification GMB<sup>-</sup> ) and, subject to the exceptions indicated below, the contractor will be required to handle all dry, non-hazardous incoming wastes including:
  - 9.1.1. domestic waste
  - 9.1.2. garden waste
  - 9.1.3. clean soil & builder's rubble
  - 9.1.4. non-hazardous dry industrial waste
  - 9.1.5. commercial waste
  - 9.1.6. bulky waste
  - 9.1.7. tyres and other polymeric waste.
  - 9.1.8. dead animals
  - 9.1.9. foodstuffs destined for safe disposal
- 9.2. Notifiable wastes, liquids, and sludge, whether in sealed drums or not, will NOT be allowed to be disposed of at the site. No drums displaying the hazardous chemical sign, whether closed or open, will further be allowed for disposal on site. **No foundry sand or paper pulp are allowed.**
- 9.3. In the interests of environmental protection and complying with the site permit requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The vehicle owner, Executive Manager and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from all of the waste disposal facilities. The contractor shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.
- 9.4. A container for public disposal of small quantities of domestic hazardous waste is provided at the public disposal facility. The operating contractor will be responsible for the management of this facility, as well as for the safe disposal thereof and related cost.

9.5. Storage of tyres on site for future disposal must be in accordance with the new *Tyre Regulations in terms of the Environment Conservation Act, 1989* issued in 2007 by the Department Environmental Affairs and Forestry (DEAT). Currently tyres must be stockpiled separately at designated areas. Tyres will be collected for recycling by a competent authority.

#### **10. CHARGES FOR DISPOSAL**

10.1. The schedule of rates for disposal of waste is approved by the Municipality's and is announced annually to coincide with their financial year. These tariffs will be updated on the computer software annually by the Financial Manager and the contractor shall be expected to adhere strictly to the prescribed schedule. The contractor will be responsible to maintain the notice board with the applicable tariffs erected at the weighbridge control house. **No cash** is handled on site and all users of the waste disposal facility, except private residents disposing of waste loads up to 1 000 kg, will receive monthly invoices from the Financial Manager.

#### **11. VEHICLES UNDER CONTRACT TO THE EMPLOYER.**

11.1. As and when required, the Financial Manager will be furnished, on the first day of the month, with a list of registration numbers of the vehicles under direct or indirect control of the employer. These will include vehicles from participating Customer Care Centres.

#### **12. PRIVATE VEHICLES FROM COMMERCIAL OR BUSINESS SOURCES. (ACCOUNT HOLDERS)**

12.1. These users will be required to open an account on site or with the Municipality's Revenue Manager. The latter will furnish the contractor with details of private users, which have a valid account as and when the accounts are opened. All businesses will be charged regardless of the waste tonnages disposed.

#### **13. PRIVATE RESIDENTS**

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

13.2. The charge will be based on the mass of waste being disposed of as determined by the weighbridges provided, and a rate per ton determined by the employer. The invoicing for the above mentioned amount will be undertaken by the Financial Manager. The employer also reserves the right to vary the rate for disposal from time to time as he/she considers necessary, but not more than once in any six month period.

#### 14. OPERATING HOURS

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

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

Mon to Fri : Open to public from 07:30 to 17:00;

Sat and Sun & Public Holidays: Open to public from 07:30 to 14:00;

14.3. In no case should the operation continue later than 18:00 unless otherwise requested by the employer.

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

14.5. Take note that spoilt foodstuff will only be allowed on site, 5 days per week (Monday to Friday). No spoilt foodstuff will be allowed on site for disposal on weekends.

#### 15. USE OF SITE AFTER HOURS

15.1. As a result of shift work done by some of the department, which includes after hours waste collection from the central business districts, waste may be disposed of by such local authorities until 22:00 but only by special arrangement. Although a suitable qualified person will be required to enter the transaction on the weighbridge computer, **the operating contractor will not be expected to compact and cover the limited number of loads that will be disposed of after hours**. All other waste is however to be compacted and covered by the end of each working day. For any waste loads other than those referred to above, prior arrangements and the employer approval will be required for the site to be opened outside of the stated operating hours.

## **16. MANAGEMENT OF THE GATE CONTROL HOUSE AND WEIGHBRIDGE CONTROL HOUSE (WEIGHBRIDGES)**

16.1. For the full duration of the contract the contractor shall provide at least two competent and reliable persons to manage the gate control house and weighbridge control house full time during normal working hours. The responsibilities of these personnel shall *inter alia* include:

- 16.1.1. access control according to specified guidelines
- 16.1.2. identification and diversion of potential hazardous waste loads
- 16.1.3. data capture at the weighbridge control house
- 16.1.4. operation of the weighbridges.
- 16.1.5. verify signing of weighbridge slips and return slips to the contractors office.

## **17. SITE SUPERVISOR**

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

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

## **18. OPERATION OF THE SITE**

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

- 18.1.1. access to the site and access control
- 18.1.2. operation of weighbridge system and generation of reports
- 18.1.3. operation and maintenance of public disposal facility
- 18.1.4. maintenance of access roads and controlling of traffic within the site
- 18.1.5. waste deposition and compaction
- 18.1.6. provision and placement of cover material
- 18.1.7. control of nuisance
- 18.1.8. provision and maintenance of fire breaks
- 18.1.9. washing the wheels of vehicles leaving the site
- 18.1.10. construction and maintenance of site drainage

- 18.1.11.leachate control, pumping of all sumps (leachate and sub-soil) and leachate dams
- 18.1.12.record keeping
- 18.1.13.composting of the clean greens
- 18.1.14.general maintenance at groundwater monitoring boreholes

19. **FEATURES REQUIRING SPECIAL ATTENTION.**

19.1. Safety

- 19.1.1. The Contractor shall comply with all the requirements of the Occupational Health and Safety Act (Act No.85 of 1993, as amended)
- 19.1.2. In particular the Contractor shall ensure that all his employees on the site are properly dressed at all times and that they are provided with all protective clothing and appliance required by the Act or Regulations.
- 19.1.3. The Contractor shall advise the Client in writing of the person appointed as the "Responsible Person" in terms of the Act or Regulations.

19.2. Security

- 19.2.1. The Contractor shall provide a 24 hours security onsite (engagement of PSIRA registered employees) responsible for the site, the role of the security is to make sure that, equipment, materials, office and storage are duly taken care of . two unarmed security personnel during the day and two armed security personnel during the night.

19.3. **Control of Workmen**

- 19.3.1. The Contractor shall supervise and exercise proper control over all his employees engaged on the works and shall indemnify the Employer against any damage or liability caused by his employees to property or persons and shall be responsible for any damage done by them during execution of this Contract.

19.4. **Delivery to site and off-loading**

- 19.4.1. When dispatching plant or materials to site, The Contractor shall arrange to have a responsible representative on site to supervise and arrange the off-loading. The

Contractor shall supply his own labour and equipment necessary for off-loading, and arrange for the storage and safekeeping of all items.

#### **19.5. Purchases from Employer**

19.5.1. The Contractor will not be permitted to purchase any building material or any other material or equipment from any department of the Employer unless it is in an auction.

#### **19.6. Protection of Boreholes**

19.6.1. One borehole has been drilled as part of the geohydrological investigation of the site and this borehole is situated outside the yard just next to the main entrance. That borehole is to be protected by the Contractor in the execution of the Contract. The Contractor is to submit details of means proposed to protect the boreholes to the employer, prior to implementing such means. The Contractor will be required to reinstate boreholes and/or their protective sleeves at his own cost if damaged.

#### **19.7. Classes of Excavation of Cover Material**

19.7.1. Depths of cover to be excavated are indicated on the drawings, and are determined from test pit logs. Should the material indicated for removal classify as hard rock, the material is not to be excavated. In the event of this occurring, The Contractor is to ensure that the excavation drains freely around the hard rock portions.

19.7.2. Special Risks insurance cover for the Works shall be provided by the contractor as part of the General Conditions of Contract.

19.7.3. The Contractor is to render daily rates at which he is to be reimbursed for standing time of plant and labour in the circumstance contemplated in the General Conditions of Contract.

### **20. LANDFILL OPERATION**

#### **20.1. Site Instruction books**

20.1.1. Throughout the contract period, the Contractor shall supply two Site Instruction book.

20.1.2. The first book will be for the use on site by the Employer's representative to write day-to-day instructions and confirm any verbal information or instruction given to the Contractor.



20.1.3. The second book shall be used as a daily dairy. The Contractor shall record weather, changes in site staff and equipment, brief description of work, critical material deliveries and visitors.

## **20.2. Notice board**

20.2.1. The name of the landfill,

20.2.2. The name and logo of the Employer,

20.2.3. The waste types to be accepted, and

20.2.4. The rates for disposal for each waste type listed

20.2.5. This notice board must be updated, and the Contractor is to liaise with the Employer on the rates to be charged, and update such rates on the noticeboard on a regular basis. The contractor shall be responsible for maintaining the noticeboard in good repair for the duration of the Contract

## **20.3. WASTE DEPOSITION**

20.3.1. Deposition of general waste is to be conducted in accordance with proven sanitary landfill principles of spreading, compacting, and daily covering of putrescible wastes. In order to achieve this; a series of cells shall be constructed using incoming or stockpiled soil or builder's rubble for cell walls. At the end of each operating day, the cells are to be enclosed with cover material. The size and number of cells shall be adequate for the volume of waste to be received during the operating day and to accommodate the operation of waste reclaimers. Under no circumstances may the reclaimers work at a disposal face whilst the disposal vehicles are operating there. Alternative approved methods of depositing and covering may be employed with the approval of the Employer.

## **20.4. Compaction**

20.4.1. Waste compaction shall be carried out using a landfill compactor or approved Dozer to produce an acceptable compaction density. The compaction of waste achieved on the landfill by the contractor shall be assessed relative to a compaction standard.

## **20.5. Covering**

20.5.1. It is intended that the majority of the cover material to be used in the daily operation will be from the cover stockpile or from excavations on site. All incoming waste that is considered to be suitable for daily cover is to be stockpiled and used judiciously in the operation of the landfill. Alternative procedures are not excluded and may be adopted if approved by the Employer. The contractor shall perform daily compaction and covering as per the licence.

## **20.6. Highly putrescible waste**

20.6.1. Organic putrescible matter such as fish, offal, eggs, and the like shall immediately be worked into the working face and shall be covered completely to seal the material without delay.

20.6.2. If directed, a separate area shall be provided and maintained for the disposal of animal carcasses. This area shall be provided with berms to prevent storm water run-off flowing into it. Outlet drains must also be provided to ensure that no water stands within this area. At all times an adequate quantity of cover material must be stockpiled and available for immediate use close to the disposal point.

## **20.7. Animal carcasses**

20.7.1. Animal carcasses are to be disposed of at the toe of the working face. The carcass must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material. The contractor shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Health Department of the Metro. Carcasses may be disposed of in the landfill together with ordinary refuse if the Employer so directs. Carcasses disposed of shall be completely covered with a layer of unslaked lime, and then covered immediately with soil. To prevent from being exposed by scavengers, the cover must be a minimum of 2000mm thick. The whole carcass must in every instance be covered.

## **20.8. Spoilt foodstuff**

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

20.8.2. Allowance for safe disposal, by appointment, shall be four times per week. Spoilt foodstuff will not be accepted for disposal over weekends.

#### **20.9. Bulky waste**

20.9.1. The Contractor shall reduce the volume of items of bulky waste as far as is practical by the use of his plant.

#### **20.10. Protection of boreholes**

20.10.1. The existing monitoring borehole on the site is to be protected by The Contractor during landfilling operations. The position of the borehole is to be indicated on site by the Employer on award of the contract. The Contractor is to submit details of the means proposed to protect the borehole to The Employer, prior to implementing such means. The Contractor will be required to reinstate the borehole and/or its protective sleeve at his own cost if damaged by any party.

#### **20.11. Wet weather cell**

20.11.1. As access to the working face may be restricted or difficult under extremely wet conditions, or other circumstances, a wet weather cell shall be kept available close to the access road. The cell shall operate on a surface that is of coarse material and well drained, such as builders' rubble, to ensure access in extreme wet conditions.

#### **20.12. Health**

20.12.1. The Contractor shall operate the site so as to avoid, or if unavoidable, reduce to a minimum, nuisance such as:

- 20.12.1.1. Odour, the main shall be by approved sanitary landfill procedures of compaction and covering, and by preventing reclaimers from burning waste in it.
- 20.12.1.2. Dust: this shall be controlled by means of watering.
- 20.12.1.3. Flies and rodents shall be controlled by applying sanitary landfill procedures of compaction and covering, as well as by fly traps or other appropriate means, if required.
- 20.12.1.4. The Contractor shall comply with any noise control regulations that may be in the force in the District and/or Province.

## **20.13. Covering integrity**

### **20.13.1. SUITABLE SOURCES OF COVER MATERIAL**

- 20.13.1.1. Material for covering is available on site, should a need arise for excavation of cover material for future disposal cells, a freehaul of 3 (three) km will apply under normal circumstances for the material to be transported from the excavation area to the disposal cells.
- 20.13.1.2. Excavated material stockpiled to the North-east of Cell 1 of the landfill. This material is ultimately to be used as cover for the final cell on the landfill.
- 20.13.1.3. Approximately 5,000 tons per month of building rubble, ash, soil and other inert material suitable for covering the waste is delivered to the site. This material is also to be utilised for constructing, maintaining and repairing of the site roads and berms within the site;
- 20.13.1.4. Final cover shall regularly be checked for breaches through which malodorous gases can escape. Any breaches such as cracks, erosion furrows or subsidence that occurs be identified, filled in and re-grassed.

## **20.14. Litter control**

- 20.14.1. The site and its surrounds shall be kept neat and clean by removing all windblown litter from fence and vegetation or by picking up scattered refuse and all litter on a daily basis.

## **20.15. Dust Control**

20.15.1. All unsurfaced roads shall be kept sprayed with water or otherwise kept moist throughout the working day, to control dust. Water from the contaminated water pond may be used for this purpose provided that the quality of the water has been assessed by the Employer or geo-hydrological specialist.

## **20.16. Grassing**

20.16.1. All completed lifts and side slopes shall be grassed by The Contractor as soon as possible with the view to preventing erosion and improving aesthetics. The preferred method of grassing shall be planting of grass runners, with a suitable grass type and mix, approved by the Employer prior to use. Kikuyu may not be used. Other methods of grassing may be proposed by The Contractor. The grass shall be watered and fertilizer shall be applied as necessary to maintain proper growth.

## **20.17. WASHING THE WHEELS OF VEHICLES LEAVING THE SITE**

20.17.1. The contractor will be responsible for operating and maintaining the wheel wash. This includes providing and maintaining two high-pressure washers (which is to remain the contractor's property). The water collection canals and double settling ponds shall be cleared of all mud on a daily basis during operation, as well as any mud from the outflow towards the water containment dam.

20.17.2. The contractor will be required to operate the facility during times when the site is muddy, to wash the mud off the wheels of vehicles leaving the disposal site. This is to prevent mud from being deposited on the Site entrance roads and public roads.

## **20.18. Record keeping**

20.18.1. The contractor shall maintain detailed daily records of the following aspects and these shall be available for inspection by the Executive Manager/employer at all times:

20.18.1.1. Quantity of cover placed

20.18.1.2. Quantities of waste handled (Including mass, category and registration details of each vehicle)

20.18.1.3. Daily position of depositing on site

20.18.1.4. Mass of compost produced, used on site, stockpiled or sold

20.18.1.5. Complaints lodged

20.18.1.6. Accidents

20.18.1.7. Site protocol violations

20.18.1.8. Breakdowns and stoppages

20.18.1.9. Weather stations including minimum and maximum temperature, rainfall, wind speed and direction.

20.18.1.10. Monthly compact disc (CD) backups must also be made available

20.18.1.11. Site diary to record unusual incidents

20.18.1.12. Leachate and sub-soil pumping log book, indicating frequency and volumes pumped.

20.18.2. The contractor shall also keep a site instruction book on site.

20.18.3. The supply of all consumables for record keeping, invoices and the operation of the weighbridges, associated computer equipment, peripherals and the supply of suitable extra heavy duty printers is the responsibility of the contractor. This also includes the maintenance of the weighbridge slip printers and when required the replacement thereof.

## **21. DRAINAGE AND POLLUTION CONTROL.**

### **21.1. Site drainage**

21.1.1. The operation shall be such that contact between waste and surface water is controlled so as to minimize contamination. One drainage system is required to be operated and maintained during the course of the operation: one system for clean and uncontaminated run-off.

### **21.2. Clean uncontaminated run-off water**

21.2.1. Surface water and storm water shall be controlled by a system of berms and cut-off drains constructed on site as part of the preparatory and remedial works. The purpose of this will be to prevent storm water run-off from entering the working area and for the draining of uncontaminated water away from the landfill. The object of the drainage system

is to divert run-off round one or both sides of the waste body and into the natural watercourse.

- 21.2.2. The continued extension and maintenance of this system is required throughout the operation. For this purpose the cover surface of the completed landfill is to be graded and kept clean and free from any obstruction to ensure that rainwater will be kept clear of exposed waste. This water can be drained into the natural watercourse.

### **21.3. Contaminated water and leachate**

- 21.3.1. All water that has been in contact with the waste shall be treated as contaminated water. This will include any leachate that may be generated on the site. Leachate from the cells will be piped from a sump to the sewer, with the option of diverting it to contaminated water pond if necessary.
- 21.3.2. All contaminated water shall drain to the contaminated water pond in accordance with the design and may not find its way into the natural water run –off systems or into the underground water system unless it complies with the General Effluent Standard.
- 21.3.3. The Contractor is to ensure that his staff is aware of the dangers of handling leachate, and that direct contact with any leachate generated on site is to be avoided. In addition, contact with contaminated water should be avoided and The Contractor is to ensure that contaminated water on site is not accessible to surrounding communities, or his staff, for drinking, washing or other domestic uses.

## **22. CONTROLS.**

### **22.1. Pollution monitoring**

- 22.1.1. Regular sampling of ground and surface water shall be undertaken by the Employer for monitoring and recording any impact on the quality of the water regime in the vicinity of the Site due to the landfilling operation. This is required by the Department of Water Affairs and Forestry. Other samples may be taken by the Employer or the Department of Water Affairs and Forestry and/or DEAT and/or LEDET at other times, if considered necessary.

## **22.2. Auditing**

22.2.1. The operation of the landfill will be audited monthly or at other regular intervals by The Contractor to ensure the operation is at an acceptable level. The Contractor will be responsible for training an official of the Municipality to take over the auditing function. The objectives of the landfill auditing are:

22.2.1.1. To ensure acceptable operating and hence environmental standards are maintained

22.2.1.2. To ensure that the planned landfill operating procedures and design are implemented.

22.2.1.3. To provide a quantified means of assessing and comparing standards.

## **22.3. Checklist for auditing the landfill operation**

22.3.1. A checklist will be employed in regular audits to measure the standards of operation. In this checklist each component of each performance area of the operation is to be measured relative to an agreed norm based on operating procedures, accepted standards or specified requirements.

22.3.2. The Employer reserves the right to re-assess the norms for the checklist in consultation with The Contractor to take into account changes in standards and/or requirements.

## **23. RESOURCES RECOVERY AND SALVAGING.**

### **23.1. Salvaging**

23.1.1. In order to accommodate the salvaging operations of the waste reclaimers in a safe manner, the following method of landfill operation is to be implemented.

23.1.2. Two adjacent disposal areas are to be operated simultaneously.

23.1.3. While dumping occurs in one area, spreading and compaction would be carried out in the second. Salvaging would also be done in the first cell during dumping operations.

23.1.4. The waste reclaimers are to be given an agreed period of time to salvage from the heaps of freshly dumped waste before spreading commenced.

23.1.5. Thereafter, the waste is to be spread by the landfill equipment ensuring that all putrescible waste is covered with inert waste or soil cover



23.1.6. Under no circumstances are the waste reclaimers and the landfill equipment to operate in the same cell simultaneously.

23.1.7. In the interest of safety, and to avoid conflict on site, close liaison between the contractor and the waste reclaimers will be necessary. The precise details of the above modus operandi are to be determined by The Contractor and the waste reclaimers on site, in consultation with the Capricorn District Municipality. These details are to be reviewed regularly and modified if deemed necessary.

## **23.2. Methane control**

23.2.1. No gas control or methane recovery is planned. The Contractor must, however, note that methane is generated by the processes which occur within landfill sites, and may accumulate in drains, manholes and such like. The Contractor is to ensure that his staff is made aware of the risks of working on a landfill site, and that precautions are taken when working in confined areas such as drains and manholes, and that no smoking be allowed where methane may occur. Methane generation should be monitored at the boundaries of the site and at buildings and manholes, especially the leachate sump. Should high concentrations be detected, measures must be taken, as directed by the Employer

## **24. Waste quantity**

24.1. The waste disposal site will receive, on average, approximately 1000 tons of waste per month.

24.2. This figure is based on estimate but cannot be guaranteed. Any variation from this figure will not be considered as grounds for a claim for extra payment in terms of the Contract.

## **25. Site Development**

25.1. The Contractor shall propose an Operating Plan based on multiple cell deposition for approval by the Employer in accordance with the Development Plan before commencement of landfilling operations.

25.2. The Employer reserves the right to amend any operation plan in accordance with change in operating conditions at any time.

## **26. Final and Intermediate Cover**

- 26.1. Material for the final cover shall consist of a clayed soil with a Plasticity Index of between 5 and 15 and with a maximum particle size of 25 mm. This material shall be spread and compacted in two 150 mm thick layers at a moisture content between optimum and 2% above optimum. The material is to achieve a maximum permeability of  $1.6 \times 10^{-6}$  cm/s or as close as possible to this specification using on site material.
- 26.2. Topsoil applied over the final cover layers shall be capable of supporting vegetation.
- 26.3. Material for final and intermediate cover, and topsoil, will be available from stockpile on site

## **27. PERSONNEL**

### **27.1. Personnel**

- 27.1.1. It is a specific requirement that the operational and support staff is competent and adequate in numbers. A list of staff to be permanently assigned to the operation shall be submitted with the contract document. As capacity building is an important component of such contracts, where possible, local people are to be trained and employed.
- 27.1.2. The key personnel as listed below shall be properly qualified and experienced. A resume of the experience of the key personnel shall also be submitted with the bid document.

### **27.2. Key personnel:**

- 27.2.1. Site Manager
- 27.2.2. Werighbridge operator
- 27.2.3. Plant Operators
- 27.2.4. Spotters and litter pickers
- 27.2.5. Details shall be given of the qualifications, experience and expected involvement of back-up staff not permanently assigned to the operation.
- 27.2.6. The Contractor shall advise the Employer of the person he names as the Responsible Person who will be in charge of the operation. The Responsible Person shall be the person who takes professional responsibility for the operation of the landfill.

- 27.2.7. Back-up staff shall be available in the event of any absence of permanent staff. At all times a staff member with first aid qualification must be on site during working hours.
- 27.2.8. Should any key personnel be replaced for any reason, The Contractor shall replace the person with one of appropriate experience and shall inform the Employer of the successor's details including curriculum vitae timeously.

## **28. MAINTENANCE OF THE SITE**

### **28.1. General**

- 28.1.1. At the commencement of the Contract, The Contractor will occupy the whole of the Site and he shall become responsible for the infrastructure, buildings and facilities thereon. At the completion of the Contract he shall return the fixed assets in as good a condition as he found them, allowance being made for fair wear and tear, and he shall remove his temporary buildings and facilities.
- 28.1.2. The Contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and prevent endure deterioration of any item. The Contractor shall bear all maintenance cost other than those tasks exempted. In maintaining the Site the Contractor will be expected to perform maintenance work on his own initiative and without first being ordered to do so by the Employer.

## **29. ROUTINE MAINTAINANCE TASK.**

### **29.1. Scattered Waste**

- 29.1.1. The Site and its surrounds shall be kept neat and clean by the removal of all windblown or scattered refuse. The picking up of all litter accumulating on the ground, fences and vegetation as a result of the operation must be performed daily.
- 29.1.2. The contractor shall be responsible for the care and maintenance of all buildings and structures on the Site. The toilets shall be properly disinfected and kept in a thoroughly clean condition. The use is to be strictly enforced at all times. Maintenance shall include the periodic repairing of and, if necessary, the making good of, any damage. On

termination of the Contract, all buildings shall be left in a clean and neat condition, to the satisfaction of the Employer.

#### **29.2. Access Roads.**

30. The Contractor shall be responsible for the maintenance of all access and haul roads on the Site. The work will include watering the surface to prevent excessive dust, the grading and filling in of potholes on a regular basis and resurfacing of the roads with selected gravel material. All maintenance and repair work shall be timeously carried out to ensure that all-weather access to the working face is provided in a safe and useable condition to the satisfaction of the Employer.

#### **31. AUDITING AND MONITORING.**

##### **31.1. Auditing the Landfill.**

- 31.1.1. Routine inspection will be carried out by the Employer to check for compliance with the Specifications. These inspections will be on a monthly basis for the first six months, and thereafter at three monthly intervals, or at other intervals as deemed necessary by the Employer, considering the standard of operation, compliance with the permit conditions, the Minimum Requirements, or any such conditions that may come into force due to enactment of new laws.
- 31.1.2. A checklist will be employed to the effectiveness of the general operation. The auditing procedures will be as follows:
- 31.1.3. The auditing system comprises regular evaluations of key performance area in the landfill operation. Each key performance area consists of a number of components that are evaluated on a 0 (unacceptable) to 2 (good) scales. Individual scores are then added and expressed as percentages for each key performance area. The weighted percentages are summated and the overall score is obtained which is compared to the performance standard or norm.
- 31.1.4. A small team comprising representatives of The Employer and The Contractor will carry out the initial audit.

- 31.1.5. The objective of the first audit will be to familiarize the audit team with conditions on site, key performance areas, agreeing on the checklist and scoring methods and arrive at an initial score for comparison purposes (*a datum standard*).
- 31.1.6. During subsequent audits the scores obtained in each key performance area will be compared to the *datum standard*. The audit team will apply the audit system and agree on changes to the checklist or scoring until it is representative of the conditions on Site. A weighting factor will be applied to each key performance area to ensure that the audit system is representative of condition on Site (*a performance standard*)
- 31.1.7. The performance standard will be agreed by The Executive Manager and The Contractor, and will be used as the norm for the evaluation of the Site.
- 31.1.8. Notwithstanding procedures for settling disputes, should there be a dispute in the use of the checklist, the ruling of a competent person named by the President of the Institute of Waste Management of Southern Africa (**IWMSA**) shall be obtained and accepted as final.

## **31.2. Monitoring Vegetation**

- 31.2.1. The state of the vegetation and landscaping on the Site will be monitored by the Employer who will report on the status quo and make recommendations or advise on actions required by The Contractor.

## **32. PRICING INSTRUCTIONS**

- 32.1. The Bill comprises items covering the Contractor's profit and costs of general liabilities and performance of other works.
- 32.2. Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Executive Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
- 32.3. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and

shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

32.4. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sum prices tendered, subject only to the provisions of the General Conditions of Contract.

32.5. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

32.6. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.

32.7. The bidden rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

32.8. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

### 33. OBLIGATIONS OF THE CONTRACTOR

#### 33.1. **Contract agreement**

33.1.1. The contractor shall within 14 (fourteen) days after having been called upon to do so, enter into and execute a contract agreement.

#### 33.2. **Performance guarantee**

33.2.1. Within 14 (fourteen) days of acceptance of his/her bid the contractor shall furnish, entirely at his/her cost and in the form provided, a guarantee from an approved and reputable insurance company or a registered banking institute for the due and proper fulfilment of the

contract. The guarantee shall be in the amount of 10 (ten) percent of the annual contract value.

- 33.2.2. The guarantee is subject to annual revision based on the volumes of waste disposed of in the previous 12 months. The guarantee shall remain valid until thirty days after the date or extended date of completion of the Contract.

### **33.3. Inspection of site**

- 33.3.1. The contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his/her bid as to the form and nature of the site, the means of access to the site, the facilities available and in general to have obtained all necessary information as to risks, contingencies and other circumstances which might have influenced his/her offer

### **33.4. Sufficiency of bid**

- 33.4.1. The contractor shall be deemed to have satisfied himself/herself before submitting his/her bid as to the correctness and sufficiency of his/her bid and of his/her rates, which rates shall cover all his/her obligations under the contract. It shall also be deemed that in entering into the contract, the contractor fully understands the terms, conditions and intent of the contract.

### **33.5. Action Plan**

- 33.5.1. The prospective contractor shall submit as part of his/her bid, an action plan showing the programme and methods by which he/she proposes to carry out the operation. In addition to the said action plan, the prospective contractor shall submit a description of the plant and personnel complement he/she intends employing, in order to carry out this plan. Whenever required by the Executive Manager, the successful contractor shall furnish in writing such additional particulars in connection with the operation, plant, personnel, etc., as he/she may require within 7 (seven) days of been requested to do so.
- 33.5.2. Approval by the Executive Manager of such action plan, or the furnishing of the additional particulars shall not relieve the contractor of any of his/her duties or responsibilities under the contract.

### **33.6. Contractor's superintendence**

33.6.1. The contractor shall provide full time superintendence of the operation for the duration of the contract. A competent person, appointed by the contractor and approved of in writing by the Employer (which approval may at any time be withdrawn), shall devote adequate time to the superintendence of the operation to ensure compliance with the requirements of the contract. The contractors representative shall be issued with a LDV vehicle dedicated for use by the supervisor and should at all times be available to transport visitors on site visits.

### **33.7. Care of the site**

33.7.1. 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 (save and except the excepted risks as defined below) shall be made good at the cost of the contractor to the satisfaction of the Executive Manager. The "excepted risks" are:

33.7.2. 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, or unless solely restricted to employees of the contractor or of his/her sub-contractor and arising from the conduct of the contract, riot, commotion or disorder, or use or occupation by the employer of any part of the site.

33.7.3. Ionising, radiation or contamination by radio-activity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel, radio-active, toxic, explosion, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof.

33.7.4. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

33.7.5. Any occurrences that an experienced contractor could not foresee, or if foreseeable and having informed the Executive Manager accordingly, could not reasonably make provision for or insure against.

33.7.6. A cause due to use or occupation by or on behalf of the employer of any part of the Works.

33.7.7. Subsidence, settlement or shock caused directly by instability of the undermined workings in the vicinity of the site.



33.7.8. In the event of loss or damage to the site arising from or occasioned by any of the excepted risks, the same shall, if required by the employer be made good by the contractor but at the cost of the employer at a price to be mutually agreed upon between the contractor and the employer.

### **33.8. Damage to persons and property**

33.8.1. The contractor shall indemnify and keep indemnified the employer against all losses and claims for injuries or 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 thereof or in relation thereto. 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:

33.8.2. The permanent use or occupation of the site or any part thereof (save in respect of surface damage as aforesaid),

33.8.3. The right of the employer to operate on, over, under, in or through any lands.

33.8.4. Interference, whether temporary or permanent, with any servitude or other right which is the unavoidable result of the operation in accordance with the contract.

33.8.5. 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/her 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.

### **33.9. Public liability insurance**

33.9.1. 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.

33.9.2. 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 R5 000

000, 00 (five million Rand) per event, and the contractor shall, when required, produce to the employer or the Executive Manager the policy or policies of insurance and the receipts from payment of the current premiums.

- 33.9.3. In addition to any statutory obligations, the contractor shall report to the Executive Manager every accident within 24 hours of its occurrence, whether such accident is in respect of damage to persons, property or things. If required by the Executive Manager, the report shall be in writing and shall contain full details of the occurrence. The Executive Manager 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 Executive Manager full facilities for carrying out such enquiries.

**33.10. Accident or injury to workmen**

The employer 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, save and except an accident or injury resulting from any act or default of the employer, his/her agents or servants. The contractor shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**33.11. Insurance against accident etc, to workmen**

The contractor shall insure against such liability with an insurer approved by the employer (which approval shall not unreasonably be withheld) and shall continue such insurance during the whole of the time that any persons are employed by him/her on the site and shall, when required, produce to the employer or the Executive Manager such policy of insurance and the receipt for payment of the current premium.

**33.12. Remedy on contractor's failure to insure**

If the contractor fails to effect and keep in force any of the insurance which he/she may be required to effect in terms of the contract, then and in any such case the employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the employer

as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt from the contractor.

#### **33.13. Clearance of site on completion**

Upon expiry of the contract period, or any extension thereto, the contractor shall clear away and remove from the site all plant and equipment belonging to him/her and leave the whole of the site clean and in a condition to the satisfaction of the Executive Manager.

#### **33.14. Compliance with statutes, regulations, etc**

The contractor shall, in execution of the contract, give all notices, pay all fees and conform in all respects with the provisions of any statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority that shall affect the contractor in the performance of his/her obligations under the contract with special regard to safety, dust, noise, odours, nuisance and disturbances, and shall hold the employer indemnified against all penalties and liability of every kind or breach of any such statute, ordinance, law, regulation or by-law. The employer and the Executive Manager shall be satisfied that the contractor did comply with all the pre-set conditions before final payment will be authorised by the employer.

#### **33.15. Complaints**

The contractor shall maintain a complaint register, available on site at all times. Should any complaint be received concerning the operation, the contractor shall enter all details written or verbal into the register and furnish the employer with all relevant information to enable the employer to investigate the complaint. The contractor shall thereafter rectify the situation in accordance with any instructions issued by the employer, should the complaint be validated. The register shall be updated with what action was taken to rectify the complaint and be reviewed at the monthly operation and maintenance meetings.

### **33.16. Facilities for other contractors**

The contractor shall, in accordance with the requirements of the Executive Manager, afford access to the public and to other contractors employed by the employer and their workmen and to the workmen of the employer and of any other properly authorised person, authority or statutory body who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the operation.

### **33.17. Use of site**

The contractor shall not use the land forming the site for any purpose whatsoever other than for that intended by the content of this contract. The contractor, other than for the sole use of operating the site may not use the site for storage of any plant, equipment or material.

No trees or bushes shall be cut down or damaged by the contractor or his/her employees without the prior written consent of the employer. Failure to comply will result in aspects of penalties hereof being shall applied.

### **33.18. Damage caused by outside parties**

The contractor shall be responsible to make good any damage caused to the site by an outside party (including illegal recyclers) by recovering the full amount for repairs from the relevant party (if applicable), failing which the contractor will be held responsible.

### **33.19. Advertising**

Any advertisements erected or publicity given to the operation shall be subject to prior approval by the employer and to the terms of the applicable by-laws.

## **34. PERSONNEL, PLANT AND EQUIPMENT**

### **34.1. Contractor's personnel**

34.1.1. The contractor shall make his/her own arrangements for the engagement of all labour, local or otherwise and, for the transport, housing, subsistence and payment thereof. He/she shall employ in and about the execution of the contract only such persons as are

Careful, competent and efficient in their several trades and callings and the Executive Manager shall be at liberty to object to and require the contractor to remove from the site forthwith any person who, in the opinion of the Executive Manager, misconduct himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not be again employed upon the site without the written permission of the Executive Manager.

34.1.2. The contractor shall submit with his/her bid, a description of his/her proposed staff complement, including the CV's and job descriptions of key personnel.

#### **34.2. Occupational health and safety of personnel**

34.2.1. The contractor will be responsible for ensuring the occupational health and safety of all site users, whether they be contractor's staff, employer's staff, or members of the public. In this regard, the contractor will be responsible for taking all necessary measures to ensure and maintain suitable occupational health and safety standards over the entire site for the duration of the contract. The contractor shall have authority commensurate with his/her responsibility. Should the contractor experience difficulty in ensuring safety because of the actions of the employer's employees or other contractors as well as members of the public, details shall be supplied to the Executive Manager in writing, who will take any necessary action.

34.2.2. The contractor is to specifically allow for personal dust monitoring at intervals and according to specifications as laid down in the current legislation.

#### **34.3. Labour returns**

34.3.1. The contractor shall, if required by the Executive Manager, deliver at his/her office a return in detail, in such form and at such intervals as the Executive Manager may prescribe, showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the contractor on the site.

#### **34.4. Plant and Equipment**

- 34.4.1. The contractor shall supply all plant and equipment required for the execution of the contract and it will be his/her responsibility to ensure that such plant and equipment are adequate in all respects to ensure compliance with the terms and conditions of the contract.
- 34.4.2. The contractor shall submit description of the plant complement and service provider details that he/she proposes to use in carrying out his/her action plan.
- 34.4.3. All plant provided by the contractor shall, when brought on to the site, 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 employer. The contractor shall notify the employer in writing of all hired, hire purchased and leased plant and of the name and address of the owner thereof.

## **35. WORKMANSHIP**

### **35.1. Quality of workmanship**

- 35.1.1. All workmanship shall be of the respective kinds described in the contract and in accordance with the Executive Manager's instructions and shall be subjected from time to time to such tests and by such persons as the Executive Manager may direct. The contractor shall provide such assistance, instruments, machines, labour and materials as are required for examining and testing.

### **35.2. Cost of tests**

- 35.2.1. The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or schedule of quantities and rates. If any test is ordered by the Executive Manager, which is not so intended by or provided for, then the cost of such test shall be borne by the contractor if the test shows the workmanship not to be in accordance with the provisions of the contract or the Executive Manager's instructions but otherwise, by the employer.

### **35.3. Access to site**

- 35.3.1. The employer, the Executive Manager and their respective authorised agents, will have the right of access to the site and to the contractor's enclosure at all times. Any attempt to deny this right will be regarded as a breach of contract.

## **36. COMMENCEMENT AND SUSPENSION**

### **36.1. Commencement of contract**

36.1.1. The contractor shall commence the contract within 7 (seven) days after the receipt by him/her of an order in writing to this effect. Such notice may be delivered by hand or registered post and the contractor shall proceed with the operation with due expedition and without delay except as may be expressly sanctioned or ordered by the Executive Manager or be wholly beyond the contractor's control provided that said order shall be given not later than 28 (twenty-eight) days after the date of notification of the award of the contract, save by arrangement with the contractor.

### **36.2. Contract period**

36.2.1. The contract period shall be 3 (three) years. Bidders are to submit rates for a 3 year contract term.

### **36.3. Extension of contract period**

36.3.1. Should material circumstances arises, the employer through council resolution may extend the contract with three months interval.

### **36.4. Cancellation of contract**

36.5. The employer reserves the right to cancel the contract should there be a change of ownership of the contractor or a joint venture be formed with another company after the award of the contract.

### **36.6. Suspension of operation**

36.6.1. The contractor shall on the written order of the Executive Manager suspend or curtail the operation for such time or times and in such manner as the Executive Manager may consider necessary and shall during such suspension properly protect and secure the site so far as is necessary in the opinion of the Executive Manager. The extra cost (where properly substantiated) incurred by the contractor in giving effect to the Executive Manager's instructions under this Clause shall be borne by the employer unless such suspension is:

36.6.2. necessary because of improper execution of the work or some other default on the part of the contractor;

- 36.6.3. necessary because of weather conditions;
- 36.6.4. necessary for safety reasons.
- 36.6.5. Provided that the contractor shall not be entitled to recover any such extra cost unless he/she gives notice in writing of his/her intention to claim to the Executive Manager within 14 days of the Executive Manager's order. The Executive Manager shall determine the extra payment to be made to the contractor in respect of such claim as he/she may consider fair and reasonable.
- 36.6.6. If the operation is suspended on the written order of the Executive Manager for more than 28 days, the contractor may, within 14 days from the receipt thereof, serve a written notice on the Executive Manager requesting permission to proceed with the operation and, if such permission is not granted within that time, the contractor may (but is not bound) by a further written notice so served, elect to treat the suspension as an abandonment of the contract by the employer.

#### **36.7. Adverse conditions**

- 36.7.1. If during the operation of the site the contractor shall encounter physical conditions, other than climatic conditions, on the site, or artificial obstructions, which conditions or obstructions could, in his/her opinion, not have been reasonably foreseen by an experienced contractor, the contractor shall forthwith give written notice thereof to the Executive Manager and if, in the opinion of the Executive Manager, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, then the Executive Manager shall certify and the employer shall pay the additional cost to which the contractor shall have been put by reason of such conditions, including the proper and reasonable cost:
- 36.7.2. of complying with any instruction which the Executive Manager may issue to the Contractor in connection therewith
- 36.7.3. of any proper and reasonable measures approved by the Executive Manager which the contractor may take in the absence of specific instructions from the Executive Manager,
- 36.7.4. as a result of such conditions or obstructions being encountered.

#### **37. MEASUREMENT**



### **37.1. Method of measurement**

37.1.1. While every effort has been made to ensure the correctness of the quantities set out in the schedule of quantities, these quantities are estimated quantities and can vary depending on strategic planning implemented by the employer and are not to be taken as the actual or correct quantities to be handled by the contractor in fulfilment of his/her obligation under the contract. The contractor shall submit to the employer a monthly statement showing the actual quantities of waste handled by him/her in that period.

37.1.2. The measurement will be based on the mass of the refuse disposed of (i.e. tonnes).

## **38. CERTIFICATES AND PAYMENT**

### **38.1. Monthly payments**

38.1.1. The contractor shall be paid monthly on the amount due to him/her in respect of the actual quantities of waste handled by the contractor. The contractor's invoice is to be accompanied by the following documents:

38.1.1.1. Claims certificate for the month under consideration

38.1.1.2. Monthly operational report

38.1.1.3. Proof of work for provisional services

### **38.2. Time of payment**

38.2.1. The contractor's invoices shall cover the inclusive period of one calendar month (i.e. from the 1st day of the month to the last day of the same month). Such invoices with the accompanied reports are to be submitted to the employer for certification within 7 (seven) days. Payment shall be made by the employer within 30 (thirty) days after such certificate has been delivered.

### **38.3. Correction of certificates**

38.3.1. The Financial Manager or the employer may make any correction or modification to any present or previous certificate issued after due consultation with the contractor. Agreement in this regard shall be in writing.

### **38.4. Final certificate**

38.4.1. The contract shall not be considered as completed until a final certificate has been signed by the Executive Manager and delivered to the employer stating that the contract has been completed to his/her satisfaction.

**38.5. Cessation of employer's liability**

38.5.1. The employer shall not be liable to the contractor for any matter arising out of or in connection with the contract unless the contractor has made a claim in writing in respect thereof before the giving of the final certificate.

**38.6. Unfulfilled obligations**

38.6.1. Notwithstanding the issue of the final certificate, the contractor and the employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the contract prior to the issue of the final certificate which remains unperformed at the time such certificate is issued, and for the purposes of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.

**38.7. Provisional sums**

38.7.1. Provisional sums have been allowed in the Schedule/Bill of Quantities for the contractor, where so instructed by the Executive Manager, to execute certain work.

38.7.2. Expenditure in connection with provisional sums shall be solely at the discretion and direction of the Executive Manager. Any amount not expended shall be deducted from the contract price.

**39. REMEDIES AND POWERS**

**39.1. Penalties**

39.1.1. If, at any stage during the contract period or extensions thereto, the contractor shall fail to operate and maintain the site in the manner described in the contract and in accordance to the Department of Water Affairs and Forestry's (DWAF's) "Minimum Requirements for Waste Disposal by Landfill, 1998", then the contractor shall pay to the employer a penalty or penalties for each occurrence or event that such requirements are not met. The Executive Manager shall be entitled to apply the penalty or penalties in terms of this

Clause. The events or requirements for which penalties shall be applied, and the corresponding amounts of the penalties, are described in the specification.

- 39.1.2. The employer may, without prejudice to any other method of recovery, deduct the amount of the penalty or penalties from the contractor's monthly payment. The payment or deduction of such penalty or penalties shall not relieve the contractor of his/her obligations and responsibilities under the contract and in particular for any damages or losses suffered by the employer as a result of the contractor's default.

## **39.2. Termination by employer**

- 39.2.1. If the estate of the contractor shall be sequestrated, whether provisionally or finally, or if the contractor shall publish a notice of surrender or present a petition for the acceptance of the surrender of his/her estate as insolvent or shall make an arrangement with or assignment in favour of his/her creditors or shall agree to carry out the contract under a committee of inspection of his/her creditors or (being a company) shall go into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the contractor shall assign the contract without the consent in writing of the employer first obtained or shall have an execution levied on his/her goods or if the Executive Manager shall certify in writing to the employer that in his/her opinion the contractor:
- 39.2.2. has abandoned the contract, or
- 39.2.3. without reasonable excuse has failed to commence the works or has suspended the progress of the works for 14 days after receiving from the Executive Manager written notice to proceed, or
- 39.2.4. has failed to proceed with the operation with due diligence, or
- 39.2.5. is not executing the operation in accordance with the contract or is persistently or flagrantly neglecting to carry out his/her obligations under the contract, or
- 39.2.6. has, to the detriment of good workmanship or in defiance of the Executive Manager's instructions to the contrary, sub-let any part of the contract, or
- 39.2.7. has assigned the contract or any part thereof without the consent in writing of the employer,

39.2.8. then the employer may, after giving seven days' notice in writing to the contractor, enter upon the site and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his/her obligations or liabilities under the contract or affecting the rights and powers conferred on the employer or the Executive Manager by the contract and may arrange with the surety to or may himself continue with the operation or may employ any other contractor or persons to continue with the operation for the remaining duration of the contract period. The employer or such other contractor or persons may use for such completion so much of the plant on site which has been deemed to become the property of the employer hereof as he/she or they may think proper and the employer may at any time sell any of the said plant and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him/her from the contractor under the contract.

### **39.3. Payment after termination**

39.3.1. If the employer shall enter and expel the contractor under Clause 41, he/she shall not be liable to pay to the contractor any money on account of the contract until the costs of penalty (if any) and all other expenses incurred by the employer have been ascertained and the amount thereof certified by the Executive Manager.

39.3.2. The contractor shall be entitled to receive only such sum or sums (if any) as the Executive Manager may certify as due to him/her after deducting the said amount. But if such amount shall exceed the sum, which would have been payable to the contractor, then the contractor shall upon demand pay to the employer the amount of such excess and it shall be deemed a debt due by the contractor to the employer and shall be recoverable accordingly. In this event, the employer may exercise a lien on the contractor's plant.

### **39.4. Default of employer**

39.4.1. In the event of the employer:

39.4.1.1. failing to pay to the contractor the amount due under any certificate of the Executive Manager within 14 days after the expiry of the time of payment; or commit any other breach of this agreement and should the employer remain in default for a period of 30

working days after receipt of written notice from the contractor requiring him to rectify such breach,

39.4.1.2. The contractor shall be entitled without prejudice to any other rights or remedies to terminate the employment of the contractor under the contract by giving notice in writing to the employer. Upon the giving of such notice the property and all plant and materials brought upon the site by the contractor shall revert in him/her and he/she shall with all reasonable despatch remove the same from the site.

39.4.2. In the event of such termination the employer shall be under the same obligations to the contractor in regard to payment as if the contract had been terminated under the provisions of Clause 41.2 hereof but in addition to the payment specified in Clause 41.3 hereof the employer shall pay to the contractor the amount of any loss or damage to the contractor arising out of or in connection with or by consequence of such termination. Nothing contained in this clause shall prejudice the right of the contractor to exercise either in lieu of or in addition to the rights and remedies in this clause specified, any other rights or remedies to which the contractor may be entitled.

#### **39.5. Urgent repairs**

39.5.1. If, by reason of any accident or failure or other event occurring to or in connection with the works or any part thereof during the execution of the contract, any remedial or other work or repair shall in the opinion of the Executive Manager/employer be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, the employer may by his/her own or other workmen do such work or repair as the Executive Manager may consider necessary.

39.5.2. If the work or repair so done by the employer is work which in the opinion of the Executive Manager the contractor was liable to do at his/her own expense under the contract, all costs and charges properly incurred by the employer in so doing shall on demand be paid by the contractor to the employer or may be deducted by the employer from any moneys due or which may become due to the contractor, provided always that the Executive Manager shall as soon after the occurrence of any such emergency is as may be reasonably practicable notify the contractor thereof in writing.

### 39.6. PLANT, EQUIPMENT AND PERSONNEL

#### 39.6.1. Required plant

Description	Quantity	Frequency
20 Ton Landfill Compactor	1	Full time
6 or 10m <sup>3</sup> Tipper trucks	1	As and when required
Water tanker with sprinkler ( 5000 Litres)	1	As and when required
Excavator or TLB	1	Full time
LDV bakkie	1	Full time

### PERSONNEL

POSITION	QUALIFICATION	EXPERIENCE	FREQUENCY
Project Supervisor	Diploma in Environmental Management or Environmental Health or higher.	3 years in Landfill management	Full time
Operators	Front end loader (operators certificate) Landfill compactor(operators certificate) Excavator (operators certificate) Tipper Truck(C1 drivers licence or higher and PRDP)	2 years in operating landfill machinery	Full time

	Water tanker (C1 drivers licence or higher and PRDP)		
08 General workers	None	None	Full time
Security	2 day and 2 nights and must be register with PSIRA		
1 x Weighbridge operators	Computer certificate	2 years in operating weighbridge	Full time

Form “C”  <b><u>PRICING SCHEDULE</u></b>  <b>FIXED CHARGE</b>			Year 1	Year 2	Year 3
Lump sum for operational and management of landfill site.					
Carry to summary	<b>TOTAL FOR SECTION 1</b>				
<b>ANCILLARY WORKS</b>	<b>UNIT</b>	<b>Qty per year</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Additional pumping (leachate sumps/dams and sub-soil sumps)	Prov Sum	4	40 000	40 000	40 000
Calibration of weighbridge annually	Prov Sum	1	100 000	100 000	100 000
Upgrading , Backup and maintenance of weighbridge database	Prov Sum	1	100 000	100 000	100 000
Repair and maintenance at Weigbridge including replacement of digital load cells, plates, rails	Prov Sum	1	100 000	100 000	100 000
Carry to summary	<b>TOTAL FOR SECTION 2</b>		<b>340 000</b>	<b>340 000</b>	<b>340 000</b>
<b>INFRASTRUCTURE AND BUILDINGS</b>					
Painting and repair of buildings	Prov Sum	1	100 000	100 000	100 000
Repair and maintenance of concrete palisade fencing	Prov Sum	1	100 000	100 000	100 000
Carry to summary	<b>TOTAL FOR SECTION 3</b>		<b>200 000</b>	<b>200 000</b>	<b>200 000</b>
<b>PROVISION OF THE WASTE LICENSE</b>					



Appointment of independent Landfill external auditor and for Determination of Landfill closure and rehabilitation costs	Prov Sum	1	100 000	100 000	100 000
	<b>TOTAL FOR SECTION 4</b>		<b>100 000</b>	<b>100 000</b>	<b>100 000</b>
<b>Total provisional sum</b>			<b>640 000</b>	<b>640 000</b>	<b>640 000</b>
<b>Total Lump sum for operational and management of landfill site.</b>					
<b>Subtotal (Total provisional sum plus Total Lump sum for operational and management of landfill site)</b>					
<b>VAT</b>					
<b>TOTAL INCLUSIVE OF VAT PER YEAR</b>					
<b>TOTAL BID AMOUNT FOR 36 MONTHS</b>			<b>R</b>		

**The above mentioned tender will be evaluated on three phases namely; Administrative compliance, Functionality and Price & Preference point system as follows:**

## **FORM “D”**

### **RESPONSIVENESS AND EVALUATION**

The following evaluation process and criteria will be used to evaluate all bids submitted:

All bids received shall be evaluated in terms of Supply Chain Management Regulations, Lepelle - Nkumpi Municipality Supply Chain Management Policy, The Preferential Procurement Policy Framework Act, and other applicable legislation.

The evaluation criteria consist of the following 3 phases-

Phase 1 - Administration compliance

Phase 2- Functionality

Phase 3- Price and preference point

Bids must meet the requirements of each phase in order to qualify for further evaluation

Bids that do not meet the requirements of a particular phase will be disqualified

#### **1. Administrative Compliance – Phase one**

### **RESPONSIVENESS CRITERIA**

1. The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
2. The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
3. The following MBD forms 1, 3.1, 4, 5, 6.1, 8 and 9 must be completed in full. (Failure to do so will result in disqualification):
  - i. MDB 1 – Invitation to bid
  - ii. MBD 3.1- Pricing schedule (Firm price)
  - iii. MBD 4 – Declaration of interest
  - iv. MBD 5 -- Declaration for procurement above R10 million
  - v. MBD 6.1 – Preference points claim form
  - vi. MBD 8 – Declaration of bidder's past supply chain management practices

vii. MBD 9 – Certificate of independent bid determination

4. All pages must be initialized or signed. (failure to do so will result in disqualification)

5. Alterations must be signed or initialized. (failure to do so will result in disqualification)

**6. THE USE OF TIPPEX WILL AUTOMATICALLY DISQUALIFY YOUR BID**

7. The bid document and attached annexure must be completed in indelible ink. (failure to do so will result in disqualification)

**8. The bidder must attach following with the tender:**

- i. Copy of the entity/company registration certificate must be submitted with the bid, if applicable.
- ii. Certified copies of IDs for all Director(s) must be attached **(Certification not older than 3 months before the closing date)**
- iii. Tax compliance pin/ CSD number must be completed in MBD form 1.
- iv. B-BBEE certificate or affidavit from Commissioner of oath **(If not submitted will not be disqualified but no points will be allocated for BBEE)**
- v. Authority for signatory - attach resolution in case of more than one director
- vi. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder an affidavit from SAPS must be attached. **OR** Letter of traditional authority not older than 90 days for bidder. **OR** In case of a lease agreement, a signed lease agreement by both parties(lessor & lessee); an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached.
- vii. Annual financial statement (if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements - for the past three years; or since their establishment if established during the past three years)

9. In case of a Joint Venture, Association or Consortium a formal contract agreement must be

signed by both parties and be attached and the following must be adhered to:

- All of the above requirements must be for the both entities.
- Consolidated Valid B-BBEE Certificate issued by a SANAS Verification agency (If not submitted will not be disqualified but no points will be allocated for BBEE)

**Failure to adhere to the above mentioned requirements will results to disqualification**

**2. Functionality – Phase two**

**TECHNICAL EVALUATION CRITERIA (FUNCTIONALITY)**

Description	Points
<p><b>Company's Previous Experience in Landfill Management (Bidder must attach a copy of appointment letter accompanied by letter confirming completion of project from government institutions)</b></p> <p>X1 Appointment letter = 10 point</p> <p>X2 Appointment letters = 20 points</p> <p>X3 Appointment letters = 30 points</p> <p>X4 Appointment letters = 40 points</p> <p>X5 or more Appointment letters = 50 points</p>	50
<p><b>Qualification- Project Supervisor</b></p> <p>Bidder must attach certified copy of qualifications in Environmental Management or Environmental Health.</p> <ul style="list-style-type: none"> <li>- Higher Certificate = 5</li> <li>- Diploma = 7</li> <li>- Degree and above = 10</li> </ul>	10

<b>Experience of Project Supervisor</b>  Bidder must attach a CV with relevant experience in landfill management.  1 year = 5  2 years = 7  3 and above years = 10	<b>10</b>
Plant (attach certified copies of registration documents of plants or letter of intent to rent) NB. In terms of hiring of Plant, letter of intent to rent must be accompanied by certified copies of registration documents from the plant company.  <u>1x Landfill compactor:</u> = 4  <u>1x TLB/Excavator:</u> = 4  <u>1xTipper Truck:</u> = 4  <u>Water tanker:</u> = 4  <u>1x LVD Bakkie:</u> = 4	<b>20</b>
Liability insurance/Cover of R 5 million or above from accredited financial institution	<b>10</b>
<b>TOTAL POINTS</b>	<b>100</b>
Minimum points to be scored	<b>60</b>

### **3. Price and preference point system – Phase three**

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, amended PPR 2017 and other applicable legislations.

#### **Evaluation on price and preference point system**

The evaluation for price and B-BBEE level of contribution shall be based on the 80/20 PPPFA and amended PPR 2017 principle and the points for evaluation criteria are as follows:

<b>Evaluation Criteria</b>		<b>Points</b>	
1.	Price	80	
2.	Black Economic Empowerment	20	
3.	Total	100	

The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY**(ALL APPLICABLE TAXES INCLUDED)

- Required by:.....
- At:.....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 2.1 Full Name of bidder or his or her representative: .....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed : .....  
 Position occupied in the state institution: .....

Any other particulars:  
 .....  
 .....  
 .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number


**4     DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

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

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

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

.....  
.....

\* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

\*YES/NO

3.1 If yes, furnish particulars

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

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

\*YES/NO

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE  
INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## 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.**

### GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

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

#### 1.2

- i The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or
- ii The 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

#### 1.3 Points for this bid shall be awarded for:

- i Price; and
- ii B-BBEE Status Level of Contributor.

a The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- b Failure on the part of a 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.
- c 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

- (i) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the BroadBased Black Economic Empowerment Act;
- (j) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (l) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (m) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (n) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (o) **“prices”** includes all applicable taxes less all unconditional discounts;
- (p) **“proof of B-BBEE status level of contributor”** means:
  - a B-BBEE Status level certificate issued by an authorized body or person;
  - b A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - c Any other requirement prescribed in terms of the B-BBEE Act;
- **“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-Based Black Economic Empowerment Act;
- **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3 POINTS AWARDED FOR PRICE



a

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

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

**80/20**

**or**

**90/10**

$$Ps \div 80 \div 1 \div \frac{Pt - P_{min}}{P_{min}} \text{ or } Ps \div 90 \div 1 \div \frac{Pt - P_{min}}{P_{min}}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4

## POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

a

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

## BID DECLARATION

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

### B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 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 of contributor.

## SUB-CONTRACTING

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.....

1 Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

2 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:.....

VAT registration number:.....

Company registration number:.....

### TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

## 8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number 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-BBE status level of contributor indicated in paragraphs 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;

1 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 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;

2 If the B-BBEE status level of contributor 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 recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- .....

- .....

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

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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



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

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- i has been requested to submit a bid in response to this bid invitation;
  - ii could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - iii provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - a. geographical area where product or service will be rendered (market allocation)
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit or not to submit, a bid;
  - d. the submission of a bid which does not meet the specifications and conditions of the bid;
  - or
  - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **Objections and complaints**

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti-Fraud Hotline number: 0800 20 50 53

## **Checklist of documents to be submitted:**

*Please tick in the relevant block below*

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One original bid document
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of ID
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of Qualification
<input type="checkbox"/>	<input type="checkbox"/>	Original Certified copies (Copy with original stamp) of your CIPRO company registration documents listing all members with percentages, in case of a CC.
<input type="checkbox"/>	<input type="checkbox"/>	Latest Original Certified copies of all share certificates (i.e. copy with original stamp), in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	All the Annexures
<input type="checkbox"/>	<input type="checkbox"/>	BEE rating certificate issued by a SANAS Accredited BEE verification agency or sworn affidavit
<input type="checkbox"/>	<input type="checkbox"/>	Statements of Municipal Rates & Taxes (as proof of payment of municipal services of your municipality not older than 3 months)

**Please ensure that the following documents are completed:**

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	All MBD forms (MBD 1, MBD 3.3, MBD 4, MBD 6.1, MBD 8 and MBD 9)
<input type="checkbox"/>	<input type="checkbox"/>	Completed Price Schedule with detailed breakdown

Kindly take note that:

1. **Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.**

2.     **The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

**Signed**                   :.....

**Name in Print**        :.....

## ANNEXURE “F”

### GENERAL UNDERTAKINGS BY THE BIDDER

#### 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 Lepelle-Nkumpi Municipality Bid Adjudication Committee.
- 1.1.3 “**Municipal Manager**” means the Municipal Manager of the Municipality.
- 1.1.4 “**Committee**” refers to the Bid Evaluation and Adjudication Committee.
- 1.1.5 “**Council**” refers to Lepelle-Nkumpi 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 “**Service providers**” refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.10 “**SMME’s**” (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGO’s, managed by one owner or more, as defined in the National Small Business Act 102 of 1996.
- 1.1.11 “**Contract**” refers to legally binding agreement between Lepelle-Nkumpi Municipality and the service provider.
- 1.1.12 “**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.
- 1.1.13 “**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 tender 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.

## 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:-
  - 1.2.2.1 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;
- 1.2.3 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;
- 1.2.4 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.

I/we hereby tender:

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 Lepelle-Nkumpi Municipality.

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

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

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Lepelle-Nkumpi 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 acquainted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

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 Lepelle-Nkumpi Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

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;

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;

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.

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 Lepelle-Nkumpi Municipality legal costs on an attorney and own client;

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 tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender 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.

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:**

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## ANNEXURE “G”

### GENERAL CONDITIONS OF CONTRACT

#### Definitions

(1) The following terms shall be interpreted as indicated:

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

**“Contracts”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendixes thereto and all documents incorporated by reference therein.

**“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.

**“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.

**“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- a) **“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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- b) **“Day”** means calendar day.
- c) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- d) **“Delivery ex stock”** means immediate delivery direct from stock actually on hand.
- e) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- f) **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of country of origin and which have the potential to harm the local industries in the RSA.
- g) **“Force Majeure”** means an event beyond the control of provider and not involving the provider’s fault or negligence and is 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.
- h) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 bidders of the benefits of free and open competition.
- i) **“GCC”** means the General Conditions of Contract.

- j) **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- k) **“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 provider or his subcontractors) and which costs are inclusive of the 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.
- l) **“Local Content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacturing does take place.
- m) **“Manufacture”** means the products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- n) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service
- o) **“Project site,”** where applicable, means the place indicated in bidding documents.
- p) **“Purchaser”** means the Lepelle-Nkumpi Municipality.
- q) **“Republic”** means the Republic of South Africa.
- r) **“SCC”** means the Special Conditions of Contracts.
- s) **“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 provider covered under the contract.
- t) **“Written”** or “in Writing” means hand-written in ink or any form of electronic or mechanical writing.

## (2) Application

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

## (3) General

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.
2. Invitations to bid are usually published in locally distributed news media and in the institution's website.

#### **(4) Standards**

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

#### **(5) Uses of contract documents and information inspection**

1. The provider 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 provider 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.
2. The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchase and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
4. The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **(6) Patent rights**

1. The provider 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.
2. When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

#### **(7) Performance Security**

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 Special Conditions of Contract.
2. The process of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
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:
  1. 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
  2. A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **1 Inspections, tests and analyses**

- 1.6 All pre-bidding testing will be for account of the bidder.
  - 1.7 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 purchaser or an organisation acting on behalf of the purchaser.
  - 1.8 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 with the testing authority concerned.
  - 1.9 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.
- (a) 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 accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the provider.

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.

8.1 Any contract supplies may on or after delivery be inspected, tested or analysed 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 provider, 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 provider's cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.2 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.

**(b) Packing**

- a The provider 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.
- b 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 subsequent instructions ordered by the purchaser.

**(c) Delivery and documents**

- a Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

**(d) Insurance**

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

**(e) Transportation**

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

**(f) Incidental services**

- a The provider may be required to provide any or all of the following services, including additional services, if any:

8. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
9. Furnishing of tools required for assembly and/or maintenance of the supplied goods;

10. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

11. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this services shall not relieve the provider of any warranty obligations under this contract; and

12. Training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Price charged by the provider 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 provider for similar services.

#### **14. Spare parts**

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

- 8 Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract;
- 9 In the event of termination of production of the spare parts:
  - (a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- a The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b This warranty shall remain valid for twelve (12) months, or any portion thereof as the case may be, after goods 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.
- c The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- d Upon receipt of such notice, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.

- e If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- a The method and conditions of payments to be made to the provider under this contract shall be specified.
- b The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilments of other obligations stipulated in the contract.
- c 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 provider.
- d Payments will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Increase/ decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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

### **1 Subcontracts**

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

### **2 Delays in the provider's performance**

- 16.1 Delivery of goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 16.2 If at time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the act of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 16.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 16.4 Except as provided under GCC clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 16.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods not delivered later at the provider'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 provider.

## **23. Penalties**

- 23.1 Subject to GCC clause 25, if the provider 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.

## **1 Termination for default**

- a The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- i If the provider 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
  - ii If the provider fails to perform any other obligation(s) under the contract;
  - iii If the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract



- b In the event of the purchaser terminating 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **2 Anti-dumping and countervailing duties and rights**

- a When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing rights are increased in respect of any dumped or subsidised import, the Municipality 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 are abolished, or where the amount of such provisional payments or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to be delivered or rendered in terms of the contract or any other contract or any other amount which may be due to him.

## **3 Force Majeure**

- a Notwithstanding the provisions of GCC clause 22 and 23, the provider 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.
- b If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## **4 Termination for insolvency**

- a The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

## **5 Settlement of disputes**

- a If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- b 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 provider 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.
- c Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d Notwithstanding any reference to mediation and/or court proceedings herein:

- 1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 2 The purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **6 Limitation of liability**

- a Except in case of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 6:
  - a The provider 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 provider to pay penalties and/or damages to the purchaser; and
  - b The aggregate liability of the provider 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.

## **7 Governing language**

- a 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.

## **8 Applicable laws**

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

## **9 Notices**

- a Every written acceptance of a bid shall be posted to the provider 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 noticed later by him in writing and such posting shall be deemed to be proper services of such notice.
- b 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.

## **10 Taxes and duties**

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

## **11 Transfer of contracts**

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

## **12 Amendment of contracts**

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

**SPECIAL CONDITIONS OF THE CONTRACTS:**

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. LEPELLE-NKUMPI MUNICIPALITY reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
2. LEPELLE-NKUMPI MUNICIPALITY reserves the right not to evaluate and /or consider any proposal that does not comply strictly with the requirements as set out in this request.
3. LEPELLE-NKUMPI MUNICIPALITY reserves the right to make a decision/ selection based solely on the information received in the proposal to this request.
4. The bid price must remain valid for a period of 90 days calculated from the closing date.
5. The employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
6. The Municipality may accept or reject any variation, deviation, bid offer or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
7. **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
  - i. Failed, during the last five years, to perform satisfactorily on a previous contract with the Lepelle-Nkumpi Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
  - ii. Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
  - iii. Been convicted of fraud or corruption during the past five years;
  - iv. Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - v. 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.
8. **The Municipal Manager may cancel a contract awarded to a person if:**
  - The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or

- An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
9. No bids will be considered from persons in the service of the state (as defined in regulation 1 of the local government: municipal supply chain management regulations)