



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY

BID NUMBER:	43/ 2022	CLOSING DATE:	09 SEPTEMBER 2022	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR OPERATION AND MAINTENANCE OF MAKHADO NEW LANDFILL SITE FOR THE PERIOD OF THREE YEARS				

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)

POSTAL ADDRESS:	PRIVATE BAG X 2596, MAKHADO, 0920
STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920

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 <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <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	BUDGET AND TREASURY	CONTACT PERSON	MR NP NNDWAKHULU
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	phineasn@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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**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:



MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 • 83 Krogh Street, Louis Trichardt • Private Bag X2596 Makhado 0920

TENDER NOTICE

Ad designed by Zoutnet Publishers

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from **10 August 2022 at non-refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za.

BID NO:	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
42 of 2022	Provision of Health Care Risk Waste (HCRW) collection and Treatment services for the period of three (03) years	80/20 preferential points	15 August 2022 at 10:00 Council Chamber, Ground floor, Civic Centre, No 83 Krogh Street, Makhado.	<ul style="list-style-type: none"> Attach certified copy of Authorization certificate for the service provider to handle and transport Health Care Risk Waste (HCRW). Attach agreement letter from the Health Care Risk Waste treatment (Incinerator) Facility that the appointed service provider will bring Health Care Risk Waste (HCRW) for disposal. Attach certified copy of certificate of an authorization vehicle to be used to transport Health Care Risk Waste from the Municipal building to the point of treatment / incineration Attach at least two (02) previously successfully projects with contract value (attach appointments with completion certificates or referral) 	Acting director community services: Mr. J Lukheli or Mr NP Ndwakhulu at 0155193000	File No. 8/3/2/1889 Notice No. 93/2022	09 September 2022 at 12H00pm
43 of 2022	Appointment of service provider for Operation and maintenance of Makhado new landfill site for the period of three (03) years	80/20 preferential points with functionality	15 August 2022 at 12:00 at Council Chamber, Ground floor, Civic Centre, No 83 Krogh Street, Makhado		Acting director community services: Mr. J Lukheli or Mr NP Ndwakhulu at 015 519 3000	File No. 8/3/2/ 1890 Notice No. 94/2022	09 September 2022 at 12H00pm
44 of 2022	Appointment of panel of service provider for skills development programmes (Skills development provider) for the period of three years	80/20 score points		Attach a certified copy of valid accreditation certificate / letter against the qualification or unit standard ID	Acting director corporate services: Mr. N Dagada or Mr T Manebaneba at 015 519 3000	File No. 8/3/2/1891 Notice No. 95/2022	09 September 2022 at 12H00pm
45 of 2022	Re-advertisement: New Internet line : 150 megabits per second (Mbps) upload (UL) and 150 Mbps download (DL) failover internet dataline for the period of three (03) years	80/20 preferential points			Acting director corporate services: Mr. N Dagada or Mr S Harri at 015 519 3000	File No. 8/3/2/1892 Notice No. 96/2022	09 September 2022 at 12H00pm
46 of 2022	Re-advertisement : Design Architecture Of Disaster Recovery Solution	80/20 preferential points with functionality			Acting director corporate services: Mr. N Dagada or Mr S Harri at 015 519 3000	File No. 8/3/2/1893 Notice No. 97 /2022	26 August 2022 at 12H00pm
47 of 2022	Construction of fence at waterval graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1894 Notice No. 98/2022	26 August 2022 at 12H00pm
48 of 2022	Construction of fence at Rabali graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1895 Notice No. 99/2022	26 August 2022 at 12H00pm
49 of 2022	Construction of fence at Tshikuwi graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1896 Notice No. 100/2022	26 August 2022 at 12H00pm
50 of 2022	Construction of fence at Tshikwarani graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1897 Notice No. 101/2022	26 August 2022 at 12H00pm
51 of 2022	Construction of fence at Rathidili graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1898 Notice No. 102/2022	26 August 2022 at 12H00pm
52 of 2022	Construction of fence at Chavani – Ribola graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1899 Notice No. 103/2022	26 August 2022 at 12H00pm
53 of 2022	Construction of fence at Mangilasi graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1900 Notice No. 104 /2022	26 August 2022 at 12H00pm
54 of 2022	Construction of fence at Muhovhoya graveyard	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG Raleshuku or Ms L Thulare 015 519 3000	File No. 8/3/2/1901 Notice No. 105/2022	26 August 2022 at 12H00pm
55 of 2022	Appointment of panel of service providers to provide Media Buying Services (Radio advertisement) For Period of three years	80/20 preferential points			Acting director corporate services: Mr. N Dagada or Mr L Bobodi at 0155193000	File No. 8/3/2/1902 Notice No. 106/2022	09 September 2022 at 12H00pm

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as mentioned above table.

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents CK
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database report.

- NB:**
- Service provider must submit their certified BBBEE verification certificate from verification agency accredited by South African National Accreditation system (SANAS) or sworn affidavit.
 - All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
 - A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau at tel no. (015) 519 3044/3024.

Civic Centre
83 Krogh Street
Louis Trichardt

MR KM NEMANAME
ACTING MUNICIPAL MANAGER



MAKHADO MUNICIPALITY

Vision: A dynamic hub for socio-economic development by 2050

Mission: To ensure effective utilization of economic resources to address socio-economic imperatives through mining, agriculture and tourism

ADDENDUM

Makhado Local Municipality is hereby issuing an erratum for an advert which appeared in Zoutnet (Mirror) newspaper dated 05 August 2022 and sowetan newspaper dated 05 August 2022

TENDER NO. 43 OF 2022: APPOINTMENT OF SERVICE PROVIDER FOR OPERATION AND MAINTENANCE OF MAKHADO NEW LANDFILL SITE FOR THE PERIOD OF THREE YEARS

NB: addendum has been issued for special requirement

- Attach three years audited financial statement (only those that are required by law)

File No. 8/3/2/1890
Notice No. 94 /2022

MR KM NEMANAME
ACTING MUNICIPAL MANAGER

PROJECT SPECIFICATION

1. SCOPE

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

2. INTERPRETATION

2.1 Definitions

- Builder's rubble : Pieces of masonry, concrete, etc, resulting from construction, repair and demolition operations, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
- Bulky waste : Items, such as motor car bodies, fridges, etc., whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
- Cell : A body of waste which has been placed between waste berms covered with liners or soil, soil berms or builder's rubble berms compacted and enclosed by cover material.
- Clean greens : Compostable waste derived from garden waste (gardens and parks), which has not been mixed with other waste categories.
- Commercial waste : Solid waste generated by shops, offices and other activities not involved in manufacture.

Landfill Management Committee

- (LMC) : Committee consisting of representatives of the Limpopo Department of Economic Development, Environment and Tourism, Vhembe District Municipality, Makhado Local Municipality and operating contractor responsible for maintenance of the operational standard and advising on tariff structures.

Community Monitoring

- Committee (CMC) : A Committee comprising interested and affected parties, who together with the Management Committee shall act as a Monitoring Committee as contemplated in terms of Section 11.2 of the "Minimum Requirements" for Waste Disposal By Landfill.

Compaction density	:	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	:	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.
Compost	:	Organic waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.
Contractor's enclosure	:	An area allocated to the contractor for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	:	Soil or other suitable material that is used for enclosing a body of compacted waste but does not include builder's rubble.
Daily cell	:	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	:	Solid waste that originates in a residential environment.
Employer	:	The employer will be the Makhado Municipality.
Engineer	:	A suitably qualified person who may from time to time be appointed by the employer to act on his/her behalf.
Financial Manager	:	Means the duly appointed natural or juristic person or partnership or any other financial expert appointed from time to time by the employer, to act on their behalf in regard to certain <u>financial</u> aspects of the administration and execution of this contract.
Garden waste	:	Plant clippings, pruning and other discarded material from gardens in a municipal area.
Hazardous waste	:	An inorganic or organic element or compound that, because of its toxicological, physical, chemical or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment.
Industrial waste	:	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing.
Landfill gas	:	Typically malodorous gases generated during the decomposition of waste.
Leachate	:	The contaminated aqueous liquid which results when water percolates through decomposing waste, and which may migrate from a landfill site

and represent a pollution threat.

Lift	:	A completed layer of one cell in height and usually comprising numerous adjacent cells.
Methane gas	:	A major component of landfill gas generated in the methanogenic phase of waste composition. Where methane concentrations reach between 5% and 15% of atmospheric gas, landfill gas represents an explosion hazard, as well as a potential health risk.
Notifiable waste	:	Waste, whether dry or liquid, that is potentially toxic or hazardous, and that requires special handling to avoid illness or injury to persons or damage to property (also refer to “Minimum Requirements for Waste Disposal by Landfill, 1998”).
Radioactive waste	:	Waste with a specific activity of more than 74 Becquerel’s per g (Bq/g) and total activity more than 3,7 kBq(0,1uCi). Disposal of radioactive wastes in a landfill is prohibited.
Safe disposal	:	The process whereby spoilt foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector and/or site supervisor.
Salvaging	:	The controlled and/or uncontrolled process of recovering any material, gas, compost, or other matter from the waste for benefit.
Sanitary landfill	:	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilizing the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary.
Solid waste	:	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Ton	:	1 000kg.
Institutional, Medical waste	:	Solid waste originating from educational, hospital, health care or research facilities.
Waste to cover ratio	:	The ratio of volume of compacted waste to volume of cover material.
Working face	:	That portion of the disposal site where waste is discharged before being compacted and enclosed by cover material.

3. DETAILS OF THE SITE

3.1 **General description**

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

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

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

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

3.2 **Description of site and access**

The Makhado New landfill site is situated on the western side of Tshikota Location just next to the Makhado Air strip, about seven kilometers southwest of Louis Trichardt Town CBD. The site is located on Portion 1 of Farm Rietvlei 276-LS along a gravel road to Makhado shooting range. The site is relatively flat area, but generally drains towards the south/southeast. Several non-perennial streams drain from the mountain range behind and to the south of the site, which flow towards the Litshovhu River several kilometers to the southwest. The approximate elevation of the site is 900m above Mean Sea Level. The site is approximately 3 km south of Zoutpansberg Mountain.

The landfill site occupies an area of about 20 ha and comprises of the following infrastructure: 2.3m high concrete palisade, access road; site entrance boards; guard room, weighbridge and weighbridge control room; site manager office, ablutions, municipal power supply, internal site roads; recycling shed (waste sorting) area; and landfill cells (to be developed in phases) and leachate collection dam.

3.3 **Site facilities available**

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

a) Permanent Buildings

Gate Control House: a building with built-in desk and boom control panel including a toilet and hand basin.

Weighbridge Control Room: a building with built-in desk, weighbridge computer

system (with printer), toilet and basin.

Site office:

- landfill supervisor office
- ladies toilet and wash basin
- gents toilet, wash basin and shower
- toilet, wash basin and shower for site supervisor

Ablution facilities:

- male ablutions with showers, toilets, and hand basins
- female ablutions with shower, toilet and hand basin

Recycling building:

- steel portal frame structure with roof and enclosed sides

Note: The buildings have a septic tank system. The contractor will be responsible for the maintenance and care of the sewage disposal system. Contractor must provide proof of disposal at a registered facility. The contractor shall further make provision for temporary/mobile ablution facilities in cases of dysfunctional of main ablutions

b. Temporary buildings

The contractor will be entitled, subject to the municipality'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.

c. Infrastructure enclosure

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

The contractor may erect or install overhead fuel storage tanks, in a bunded wall area to be agreed with the Engineer, subject to it meeting the safety and fire requirements stipulated in the Makhado Municipality by-laws. The servicing and maintenance of the contractor's vehicles and plant shall be carried out within the contractors shed and uncontrolled oil spillage will not be permitted.

d. Access roads

The main access, internal road, parking area in front of the office block, as well as the road to

the waste cell is surfaced with gravel.

NB: Contractor must keep the access and paved areas clean at all times

f. Wheel wash

No wheel wash is provided.

g. Access control gates

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

h. Weighbridge

The contractor will be required to operate this facility, which consists of an 18m-steeldeck digital load cells operated. Adequately trained staff is to be provided by the contractor to operate the weighbridge and the computer system in accordance with the contract.

General maintenance of the weighbridge is the responsibility of the contractor. In case the weighbridge or one of the equipment thereof is out of order, the contractor shall repair such and submit an invoice to the municipality for payment. 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.

i. Computers

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

One computer 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 computer 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 is to be provided by the contractor to operate the computer system in accordance with the contract.

Maintenance of all software required (including weighbridge software upgrading by supplier) is the responsibility of the Contractor. Software license fees are also payable by Contractor (the database software is owned by the Client).

j. Security

The landfill site and infrastructure is fenced with a 2.3m high concrete palisade fence. The contractor is required to keep the concrete palisade fences and all other internal fences in good

order and to repair any damage caused to it.

The contractor must engage a SIRA (Security Industry Regulating Authority) registered Security Company, to perform security function on a 24 hour basis. Should the contractor require further security measures to protect equipment and property, he/she may take such measures at his/her own cost.

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

In addition to the above, one dedicated security guard must be provided 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.

k. Water supply

An on-site borehole and elevated storage tank have been equipped to supply the required potable water for the contractor for his/her domestic use as well as use in the operation of the waste disposal site (e.g. dust control, irrigation and vehicle washing). Any additional water pipe reticulation required on site by the contractor, over and above that already provided, shall be constructed only with the engineers approval and at the contractor's own cost.

l. Electricity supply

A three phase, 380volt metered electricity supply is on site. The cost of electricity used as well as any other proportional basic charges raised shall be the responsibility of the Municipality.

m. Housing of employees

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

n. Office Administration

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

4. PLANT

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

The turnaround time for tyres repairs is 2 hours. The contractor shall keep at site at least two spare tyres at

any given time.

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

1. **26 or more ton landfill compactor**
2. **1 x four wheel drive tractor-loader-backhoe (TLB).**
3. **Tipper truck double diff (minimum 10m³).**
4. **1 x Water Tanker, or Water Cat 2 000 litre minimum capacity.**

- All plants are to be replaced within a 6 hour period if required by the Employer and not to be older than 6 years.
- Registration documents/ certificates for each equipment must be attached/submitted
- **In case required equipment are to be hired, lease agreement for the entire period of the tender must be attached**

5. OPERATION AND MAINTENANCE

5.1 **Source of waste**

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

5.2 **Other sources**

Should it be to the employer's benefit, the contractor may dispose of waste at the site that originates from sources other than those indicated in Clause 5.1. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the contractor's responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the site. In addition, should this position change, the contractor will be obliged to inform the employer thereof within 14 days of any such change.

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

5.3 **Waste quantities**

A quantity of waste disposed by the municipality, general public and private contractors is estimated at 5,000 to 8,000 tons per month for all waste categories.

The employer shall not be bound to these quantities.

Because of unpredictable growth taking place, however, the actual quantities may vary considerably from the estimated quantities. Furthermore, the Makhado Local Municipality reserves the right to

vary its waste disposal strategy, which will affect the waste quantities involved. The contractor will be responsible for measuring the monthly mass in accordance with Clause 5.5.

5.4 **Waste types**

The site is permitted as a general landfill site (Classification GMB¹) and, subject to the exceptions indicated below; the contractor will be required to handle all, non-hazardous incoming wastes including:

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

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

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

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

5.5 **Charges for disposal**

The schedule of rates for disposal of waste is approved by the Municipality and is announced annually to coincide with their financial year. 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. The contractor shall on a monthly basis submit report to the financial manager for purpose of issuing invoices.

a. Vehicles under contract to the employer.

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. Vehicles under contract must submit a letter at the weighbridge indicating the following:

- the contract number,
- contract period,
- applicable service delivery area.

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

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

c. Private residents

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

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.

5.6 **Operating Hours**

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

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

- Mon to Fri : Open to public from 07:00 to 16:00
Site operation from 07:00 to 17:00
- Sat and Sun & Public Holidays : Open to public from 08:00 to 13:00
Site operation from 07:00 to 14:00
- In no case should the operation continue later than 17:00 unless otherwise requested by the employer.

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

notice board by the contractor.

5.7 Use of site after hours

As a result of shift work, which includes after hours waste collection, waste may be disposed of by such local authorities until 22:00 but only by special arrangement. 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.

5.8 Contractors site establishment

The contractor will have stated in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilised on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the municipality. The contractor shall ensure that the employer is, at all times, in possession of an up to date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded in a serious light.

5.9 Management of the gate control guardhouse and weighbridge control room (weighbridge)

For the full duration of the contract, the contractor shall provide at least one competent and reliable person to manage the gate control guardhouse and weighbridge control room full time during normal working hours. The responsibilities of these personnel shall *inter alia* include:

- access control according to specified guidelines
- identification and diversion of potential hazardous waste loads
- data capture at the weighbridge control room
- operation of the weighbridge
- verify signing of weighbridge slips and return slips to the contractors office
- opening of accounts on site and verification of customer data

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

5.10 Site supervisor

The contractor shall provide a **full-time site supervisor** to manage the site with at least 1 year

experience on a G:M: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.

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

NB. Pre medical Surveillance must be conducted to all employees before starting to work and certificates thereof must submitted to the municipality

Regular medical surveillance, at least once for six months period should be done to all employees and certificates thereof should be filed and copies to be submitted to the municipality

The service provider to open and keep health file

5.11 Preference to users

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

5.12 Meetings and site inspections

During the execution of the contract, the contractor, the employer, and other operators shall meet at approximately monthly intervals, arrangements for the O&M Landfill Management Committee (LMC) meeting being made by the /employer. In addition, meetings with the Community Monitoring Committee (CMC) will also be held at approximately quarterly intervals.

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

The contractor shall provide furniture for use in the boardroom and maintain a diary of meetings scheduled. The minimum furniture required is a boardroom table, 15 (fifteen) chairs, white board and storage cabinet. The furniture shall remain the property of the municipality at the end of the contract.

The meetings will be held to discuss all and any matters relating to the operation of the site, and to up-date and review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties. It is, however, to be noted that the O&M Landfill Management Committee (LMC) does not have executive powers and that decisions affecting the Makhado Local Municipality need to be approved by Council.

Periodic (initially monthly) site inspections or audits will be undertaken by external auditors appointed by the employer. During this exercise a specially designed proforma audit checklist will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the municipality and the

contractor. These inspections may or may not be conducted in conjunction with the contractor at the monthly meetings. The frequency of meetings and audits will be increased if operational standards are not acceptable. At the discretion of the employer, such periodic site inspections can later be undertaken quarterly.

Any member of the LMC or the CMC will have unimpeded access to the site, provided that they first report to security upon entry.

Provision must be made for a quarterly financial meeting with the Client, the Financial Manager and the Software Manager at the client's office. The contractor shall be cost related to such meetings

5.13 **Salvage rights**

Sorting or recovery of other recyclable waste will only be done by an already appointed recycling company under a controlled conditions at the recycling yard area.

The appointed company which is Matongoni (Pty) Ltd will do materials recovering, sorting and any other operation of a similar nature, but excludes composting and methane gas.

5.14 **Operation of the site**

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

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

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

The principles regarding the above are discussed below, with a view to providing the prospective contractor with a clear concept of what is expected of him/her and also to providing him/her with guidelines for drawing up his/her proposed action plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

- a. Access to the site and access control

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

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

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

b. Operation of weighbridge system and generation of reports

One by 18m steel-deck a weighbridge has been be installed as part of the initial development of the site. This system is used to record the mass of all waste loads delivered to site. In order to ensure that no financial data is lost as a result of damage to the weighbridge computers or fire in the weighbridge control room, the operating contractor will be expected to make daily backup files of all data onto computer discs, which is to be stored in a safe place, other than the weighbridge control room. The digital load cells must be maintained and verification of the system will be required after any maintenance has been performed.

Apart from the operating contractor’s responsibility to make a backup of daily transactions, the Financial Manager will on monthly intervals draw data from the computers for processing and mailing of invoices to the various site users.

Although the bulk of the financial reports will be generated by the Financial Manager, the facility does exists for the operating contractor to generate daily, weekly and monthly reports on site. Any such reports are to be generated, if so requested by the employer or the financial manager.

The weighbridge software is owned by the employer, however upgrading and maintenance of software will be the responsibility of the contractor. Therefore the contractor needs to enter into a maintenance agreement with the software supplier for the contract period.

c. Maintenance of access roads and controlling of traffic within the site

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

- usable in both wet and dry conditions.
- comfortably able to accommodate two large passing vehicles.

- sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

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

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

Paved areas in and around the site must be swept and kept clean of excessive mud and windblown waste (using brooms or mechanical equipment, where appropriate). Adequate resources must be utilised to perform this duty and will be for the Contractor's cost.

d. Waste deposition and compaction

Waste deposition will be conducted in adherence with the proven sanitary landfill principles (as per "Minimum Requirements for Waste Disposal by Landfill, 1998") of spreading, compacting and daily covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material at the end of each operating day. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of a landfill compactor (or appropriate equipment as agreed with the Engineer) per layer of waste to a density of at least 750kg/m³. Once compacted, the height of a cell will not exceed 2,5 m in any situation.

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

- *The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, away from the working face. This will ensure that*

water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.

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

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

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

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

As soon as possible after completion of a lift to the final finished profile, and upon approval by the engineer, the contractor shall construct the final cover as detailed in the approved rehabilitation plan for the site, which will be in accordance to "Minimum Requirements for Waste Disposal by Landfill, 1998".

- Manouvering space at working face

Space must be available at the working face to enable vehicles to manouver and reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

- Animal carcasses

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

- Spoilt foodstuff / Liquor / Beverages

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the

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

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

- Bulky waste

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

- Wet weather

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

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

- Vehicles stuck on site

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

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

e. Provision and placement of cover

Suitable sources of cover material include:

- Material excavated from existing and future disposal cells, which has been stockpiled. A free haul of 500 m will apply under normal circumstances for the cover material to be transported from the excavation area to the disposal cells.
- Gravel materials inside the landfill site yard are available for use as cover material.

- Building rubble, ash, soil and other inert material suitable for covering the waste may be delivered to the site. This material is also to be utilised for constructing, maintaining and repairing of the site roads and berms within the site;

Note: Excavations for cover material, in future cells, should be done according to predetermined dimensions and side slopes, in order to facilitate the construction of liners without the need to undertake excessive cutting and filling operations. It is required to construct the liners in such a way, that the respective cells will be free draining towards a predetermined low point, from where liquids can be extracted at various times of the landfill operation. In order to assist the excavation plant operator, it is suggested that level profile boards be used to indicate the angle at which side slopes are to be excavated.

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

f. Control of nuisances

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

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

g. Construction and maintenance of site drainage and leachate control

The contractor shall prevent undue contact between waste and storm-water, so as to minimise the volume of contaminated run-off and leachate formed. Two drainage

systems are accordingly, required to be operated and maintained during the course of the contract; one for clean storm-water and uncontaminated run-off from the rehabilitated areas, and the other for contaminated storm-water and leachate extracted from the waste body which must be pumped/drained into a containment pond.

Uncontaminated storm-water:

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

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

Contaminated water:

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

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

The floor of the disposal cell must be kept clean and free from any obstruction to ensure that storm-water falling within the cell-area will flow away from the exposed waste at the working face and towards the lowest point of the cell, which will in turn be pumped into the evaporation pond. Suitable pumping equipment is to be supplied by the contractor as part of the equipment for operating and maintaining the site. The pumping equipment shall be kept available on the site and used to ensure that the cell-area is always drained.

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

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

Leachate:

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

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

The evaporation/ leachate collection dam should at all times have a freeboard of 500mm. A fire break perimeter of at least 4m should be maintained to protect the layers/liners installed.

h. Record keeping

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

- Quantity of cover placed
- Quantities of waste handled (Including mass, category and registration details of each vehicle)
- Daily position of waste deposition on site
- Mass of compost produced, used on site, stockpiled or sold
- Complaints lodged
- Accidents
- Site protocol violations
- Breakdowns and stoppages
- Weather stations including minimum and maximum temperature, rainfall, wind speed and direction. Monthly compact disc (CD) backups must also be made available
- Site diary to record unusual incidents
- Leachate and pumping log book, indicating frequency and volumes pumped.

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

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.

1. General maintenance at groundwater monitoring boreholes

The existing monitoring boreholes installed on site shall be adequately marked (painted yellow) at least once per annum. All grass, within a 3m radius, around the boreholes will be cut on a regular basis.

5.15 **Maintenance of the site**

The contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. These will, subject to prior approval by the engineer, be borne by the employer.

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

Included in the maintenance of the site are:

a. Scattered waste

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

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

b. Buildings

The contractor shall be responsible for the upkeep of the buildings and structures used

by him. This will include, but not be limited to the following:

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

- replacement of light bulbs

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

c. Access road

The contractor shall be responsible for the maintenance of all temporary and permanent access roads (i.e. those roads within the site boundary to provide access to the working face). This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the engineer. All roads shall be to an all-weather standard.

d. Berms and storm-water drainage channels

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

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

e. Fences, gates and access control boom

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

f. Weighbridge

The contractor shall be responsible for the care (upkeep and regular maintenance and adjustment of the weighbridges and associated computer equipment) of the weighbridges and peripherals and any damage caused by misuse or negligence shall be made good by the contractor at his/her own cost. The contractor shall supply all consumables for the operation of the weighbridges, associated computer equipment and peripherals.

The contractor shall install traffic light control (robot)

g. Completed areas

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

h. Servitudes

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

i. Fire breaks

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

j. fire Extinguishers

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

5.16 Testing

Routine inspections will be carried out by the engineer/employer to check the contractor's operations for compliance with the requirements of the specification.

5.18 Violation of site protocol

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the Lebowakgomo landfill site, or any of the other sites owned by the Capricorn District Municipality, for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer. Types of incidences considered to be a violation, are in accordance with the following site rules as displayed on site:

“SITE RULES FOR THE MAKHADO NEW LANDFILL SITE”
**WASTE LICENSE: GMB- FOR DISPOSAL OF GENERAL AND NON-
HAZARDOUS WASTES**

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

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

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

The employer may from time to time alter the site rules as dictated by conditions on site.

6. PENALTIES

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

- a. Failure by the contractor to open or to operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours:

R1 500, 00 for first hour or part thereof, escalating by R1 000,00 for each further one hour period or part thereof.

- b. Failure by the contractor to adequately cover overnight with material any one area of waste exceeding 5,0m² (excluding limited volumes of waste delivered after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes:

R2 000, 00 for first occurrence, escalating by R1 000,00 for each further occurrence to a maximum of R10 000,00 per occurrence.

- c. Any proven deviation from the operating permit conditions, which includes the "Minimum Requirements for Waste Disposal by Landfill, 1998":

R2 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R10 000, 00 per occurrence.

- d. Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control:

R2 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R5 000,00 per occurrence.

- e. Vehicles pushed out when stuck on site:

R1 000, 00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence, plus the cost for any repairs to damaged vehicles as a result of the pushing.

- f. Not caring and maintaining the site including scattered waste, all buildings and structures, access roads, entrance road, berms and storm-water drainage channels, fences, gates and access control boom, weighbridge, completed areas.

R1 000, 00 for first occurrence, escalating by R500, 00 for each further occurrence to a maximum of R5 000,00 per occurrence.

- g. Allowing the disposal of materials not being permitted for disposal according to the Minimum Requirements for Waste Disposal by Landfill 1988, the waste license or the site rules:

R5 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R10 000, 00 per occurrence.

- h. Allowing the disposal of unauthorized waste streams including de-listed waste:

R5 000, 00 for first occurrence, escalating by R1 000, 00 for each further occurrence to a maximum of R10 000,00 per occurrence.

- i. Not excavating the cover material to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical) : 3 (horizontal):

The construction costs required for the additional cut-and-fill earthworks to ensure that any excavated waste disposal cell is correctly positioned in terms of the overall site development plan, free draining to a pre-determined low point as well as suitable shaped for the construction of liners by means of heavy civil engineering construction equipment.

- j. Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical) : 3 (horizontal).

The construction costs required for the additional cut-and-fill to ensure the waste body is shaped such that it will not create a threat of potential side failure and will allow for the compaction of the final capping as part of rehabilitation by means of heavy civil engineering construction equipment.

- k. Developing the upper horizontal surface of a cell not to the prescribed slopes of at least 3% and not more than 5%, towards the working face.

The construction costs required for the additional cut-and-fill to ensure the waste body and the finished cover surface shall have a minimum slope of 3% and a maximum slope of 5% and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.

- l. Failure to maintain a 500mm freeboard at all containment dams or sumps, and allowing to overflow.

R10 000,00 for first occurrence, escalating by R5 000,00 for each further occurrence to a maximum of R50 000,00 per occurrence. As well as the remedial costs involved on any environmental contamination.

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

FUNCTIONALITY OF THE PROJECT

NB: The appointment of the service provider will be in accordance with the functionality indicated below.

NO.	ITEM			TOTAL	SCORE
1.	Experience of the Company on landfill operation and management (Attach appointment letter with completion of referral)	2 years experience	10	30	
		3 years experience	20		
		4 years and more	30		
2.	Qualification of Personnel (CV with atleast 5years working experience and attach certified copy)	National diploma in Environmental Science/Management	05	15	
		BSC /Degree in Environmental Science/Management	10		
		Honors Degree in Environmental Science/Management	15		
3.	Availability of Equipment (attach registration certificate, vehicle license document or lease agreement for hire)	26 or more ton landfill compactor machine	30	45	
		1 x four wheel drive loaded-backhoe (TLB).	05		
		1x Double diff Tipper truck (minimum 10m ³)	05		
		1 x Water Tanker, or Water Cat 2000 liter minimum capacity	05		
4.	Banking Rate (attach Bank Stamp letter)	Rating A	10	10	
		Rating B	6		
		Rating C	4		
			TOTAL	100	

NB: To proceed to the next level, service provider must obtain 75 marks

PRICING SCHEDULES

ITEMS	DESCRIPTION	PRICE PER MONTH	TOTAL AMOUNT FOR 36 MONTHS
1.	PROVISION OF OPERATION AND MAINTENANCE OF MAKHADO NEW LANDFILL SITE	R	R
VAT @15 % (ONLY IF APPLICABLE)			R
TOTAL BIDDING PRICE			R

MBD 3.1

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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 (INCLUDING VAT)
----------	----------	-------------	--

- Required by:

- At:

- Brand and model

-

- Country of origin.....

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.8.1 If so, furnish particulars.

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

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

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars **YES / NO**

.....
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors **YES / NO**

Managers, principle shareholders or stakeholders in service of the state

3.11.1 If so, 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

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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 a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

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

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		
Item	Question	Yes	No
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 bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(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:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 BETWEEN



MAKHADO MUNICIPALITY
(hereinafter referred to as the EMPLOYER)

AND

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

herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated

..... Attached hereto as Annexure A. of the said
.....(hereinafter referred to as
the CONTRACTOR)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in
respect of

.....
.....

Contract number

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter

referred to as the ACT), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties has agreed to enter into an agreement in terms of section 37(2) of the ACT.NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any fully authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps if it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation complaint or criminal charge as the case may be.

Thus signed at for and on behalf of the EMPLOYER on this the
day of 20

AS WITNESSES:

1.

2.

SIGNATURE

NAME AND SURNAME:

CAPACITY:

Thus signed at for and on behalf of the CONTRACTOR on this the..... Day of
..... 20....

AS WITNESSES:

1.

2.

SIGNATURE.....

NAME AND SURNAME:

CAPACITY:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.