

NONGOMA LOCAL MUNICIPALITY



TENDER DOCUMENTS FOR OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS

BID NO 11/2023-24

Name of Tenderer _____

Tender Sum _____

Telephone Number _____

Fax Number _____

Address _____

CLOSING DATE	:	09 FEBRUARY 2024 @ 12:00
COMPULSORY BRIEFING DATE	:	18 JANUARY 2024 @ 12:00

NO LATE SUBMISSIONS WILL BE CONSIDERED

**DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE TENDER BOX
SITUATED AT THE MUNICIPALITY OFFICES AT LOT 103 MAIN STREET NONGOMA:**

Issued by.

**THE NONGOMA MUNICIPALITY
MUNICIPAL MANAGER**

P.O BOX 84

NONGOMA

3950

Tel: (035) 831 7500

Fax: (035) 831 3152

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

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OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE



Umkhandlu wakwa - **NONGOMA** - Local Municipality

Tel: (035) 831 7500|Fax: (035) 831 3152|P.O. Box 84|Nongoma 3950

ADVERTISEMENT: INVITATION TO TENDER

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE FOR A PERIOD OF 36 MONTHS

BID NUMBER:11/2023/2024

Nongoma Local Municipality invites bidders to submit bids for the above-mentioned services to be rendered for the period of 36 months. Tender document will be accessible via e-tender (www.etenders.gov.za) and municipal website (www.nongoma.gov.za).

Invalid or non-submission of the following documents will lead to immediate disqualification of the tender:

Tax status pin and CSD summary report not older than 3 months. Certified copies of company registration documents together with certified copies of company shareholders' Identity Documents. municipal rates and taxes account not older than 90 days or lease agreement if business is conducted from a leased building accompanied by the building municipal rates and taxes account not older than 90 days, alternatively if business is conducted from a rural area proof of residence for business accompanied by the SAPS Affidavit stating where the business is operating must be submitted. MBD 1, MBD 4, MBD 6.1, MBD 8 & MBD 9 must be fully completed and signed.

Compulsory briefing session will be held on Thursday 18 January 2024 at 12H00 using Municipal Planning boardroom situated at lot 103 main road Nongoma, 3950.

All bids submitted shall be valid for 120 days from the bids closing date.

Functionality criteria for evaluation

Criteria	Points
Proven Track Record	70
Profile	15
Methodology	15
TOTAL (a minimum of 80 points is required for further evaluation)	100

The Nongoma Municipality Supply Chain Policy will apply, and bids will be evaluated in terms of 80/20 as set out in preferential procurement regulations of 2022.

80-price

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

20-Specific goals

Specific goals

Specific goals	Number of points Allocated	Verification document
Promotion of enterprises of which its origin is within Nongoma	20	1. CIPC registration certificate and detailed CSD report

For technical enquiries please contact Social service department Director Social services Mr K Zulu on 035 831 7500 and for SCM enquiries please contact SCM Manager Mr KS Manqele 035 831 7500/72

Duly completed bid documents, sealed in an envelope, and marked with the bid number are to be deposited into the bid box at Nongoma Local Municipality, Lot 103 Main Street, Nongoma, 3950 by no later than **12h00 on 09 February 2024**. Late, Telegraphic, telefaxed or emailed documents will not be accepted.

Nongoma Local Municipality does not bind itself to accept the lowest or any bid.

Mr MM Zungu
Municipal Manager

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

NONGOMA LOCAL MUNICIPALITY

1. **CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING**

This is to certify that (*tenderer*)..... of
(*address*)

..... was represented by the person(s) named below at the compulsory session held for all tenderers at Nongoma Local Municipality, held on 18 January 2024 at 12:00 pm at 103 Main Street, Municipal main building Offices.

I / We acknowledge that the purpose of the briefing was to acquaint myself / ourselves with the scope of the works and / or matters incidental to doing the work specified in the specification documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the briefing is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

TENDER REQUIREMENTS

Prospective Tenderers are requested to take note that Nongoma Municipality SCM Policy will be applicable in the adjudication of these tenders. Registration on the Central Supply Database is a prerequisite. Further information in this regard can be obtained from the SCM on 035 831 7500.

COMPULSORY RETURNABLE DOCUMENTS

The proposal must be accompanied with the following compulsory returnable documentation (or certified copies thereof) form part of evaluation criteria, invalid or non- submission will immediately disqualify the proposal.

NB: ALL RETURNABLES SHOULD BE SUBMITTED TOGETHER WITH THE PROPOSAL AND THEY FORM PART OF THE EVALUATION.

- A. Valid tax status pin**
- B. Company registration certificate and certified IDs copies of directors**
- C. Company profile**
- D. Proof of operation and maintenance of disposal sites experience**
- E. Methodology of operation and maintenance of disposal site**

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

Proof of operation and maintenance of disposal sites experience of tender

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

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLET ED OR EXPECTED TO BE COMPLET ED

**ATTACH COMPLETION CERTIFICATE/SUPPORTING DOCUMENTS IN YOUR
PROPOSAL**

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

4. INSTRUCTIONS TO TENDERERS

4.1 RETURN OF DOCUMENT

- (a) The completed and initialled documents shall be sealed in an envelope endorsed "**OPERATION AND MAINTANANCE OF NONGOMA WASTE DISPOSAL SITE**" must be deposited in the tender box situated at Municipal reception area: Nongoma Local Municipality, Lot 103 Main Street, Nongoma, 3950 before 12:00 on 09 February 2024.
- (b) All technical queries must be forwarded to Mr K Zulu at 035 831 7500. Tender Documents received after the closing of tenders will not be considered and tenderers will not be permitted to alter their tender sum after tender have been opened.
- (c) Late tenders, telegraphic, Email or facsimile tenders will not be considered.

4.2 COMPLETION OF DOCUMENTS

- (a) The Form of offer must be completed and signed.
- (b) Tenderers will make provision for all necessary equipment, staff and all non-incidentals needed for the execution and completion of the contract in accordance with the specifications document.

4.3 ACCEPTANCE OF TENDERS

- (a) The Nongoma Municipality does not bind itself to accept the lowest price.
- (b) The Nongoma Local Municipality will not be held responsible for any expenditure or losses incurred in the submittance and compliance of this tender nor of the visit to the site.
- (c) The tender of any tenderer who has not conformed to the foregoing instructions will not be considered.
- (d) When Nongoma Municipality accepts a Proposal, the successful tenderer will be informed and the contract negotiated indicating the financial implications in the main being how and when payment will be made.
- (e) Canvassing in gift of Council is strictly prohibited and will lead to disqualification of the Proposal.

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

4.4. GENERAL

(a) Duration of the project

The duration of the project shall be **three years (03)** from signing of the Service Level Agreement (SLA) between the two parties. Failure to commence within 14 days of the signing date shall result in the termination of the contract and removal from the Municipality database.

(b) Amendments Upward of Tendered Price

Tenders must further note and accept that any variance upward of the prices tendered will not be considered by the municipality as a reason to amend the said tendered price.

Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

(d) Cost of Tender

The Nongoma municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE	
The Offered Total Prices Inclusive of Value Added Tax is:	
R (In words)	
Signature: (of person authorised to sign the Tender documents):	
Name: (as per the above signatory):	
Capacity: (of signatory):	
Name of Bidder/Tenderer:	
Address:	
Telephone Number: Fax:	

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

Witness:

Signature:

Name: (in
capitals).....

Date:

ACCEPTANCE (BY EMPLOYER: NONGOMA MUNICIPALITY)

Signature:

Name:

Capacity:

Date:

COMPANY STAMP

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

PROOF OF SIGNING AUTHORITY

The Municipal Manager
Nongoma Local Municipality
P O Box 84
Nongoma
3950

AFFIDAVIT

I _____ the undersigned hereby declare that by resolution dated _____ I am authorized to sign these documents on behalf of _____

SIGNED AT **THIS** **DAY OF** **2024**

WITNESS

TENDERER

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

Evaluation Criteria

Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

Method 1: In the case of a Financial Offer:

- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 2: In the case of a Financial Offer and Preferences:

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 3: In the case of a Financial Offer and Quality:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

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Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Evaluation of Tender Offers

The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

Method 4: Financial Offer, Quality and Preferences

- (a) The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial and Preference as follows:

Functionality/quality: tender must achieve at least 80% in order to qualify for the second stage. The 80/20 scoring will apply.

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The points associated with the comprehensive proposal will be awarded as reflected in the following table.

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	Submission of operating and maintaining a waste disposal site experience.	70 1=10 points each	Attach proof of appointments letter, operating licence or completion certificate and letter for extension of time if any was granted.
Proposal of method of ownership, operation and maintenance of the waste disposal site.	<p>Methodology</p> <ul style="list-style-type: none"> ▪ Does the proposal clearly demonstrate good understanding i.e. does it clearly articulate the theme, how each task & expected deliverable would be carried out, and resources and timeframes thereof? = 10 points. ▪ Is the methodology indicating quality control method and show relevant specification and standard according to industry norm project objective, plant and equipment as stipulated in point number 4 of the project specification? = 05 points. ▪ Also include Project Organogram, Breakdown of the Roles and responsibilities indicating the qualifications and roles of each staff member. 	15 Very good=15 Average=10 Poor=0	Submit proposal That demonstrates relevant in-depth knowledge in the field.

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

Company Profile	Submission of company profile demonstrating relevant experience as well as its core business	15 Very good=15 Average=10 Poor=0	Company profile
	STAGE		
	SPECIFIC GOAL	20	
	PRICE	80	
	TOTAL		

NB: Bidders are required to submit supporting documents to score full point

Bidder MUST SCORE AT LEAST 80%, TO QUALIFY FOR FURTHER EVALUATION

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

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DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:.....
- 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4 Company Registration Number:.....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:.....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? YES / NO

OPERATION AND MAINTENANCE OF NONGOMA WASTE DISPOSAL SITE

3.8.1 If yes, furnish particulars.....

¹MSCM 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.

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

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

3.9.1 If yes furnishes particulars

.....

3.10 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**

3.10.1 If yes, furnishes particulars.

.....

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

3.11.1If yes, furnish particulars

.....
.....

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

3.12. 1 If yes, furnishes particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors? Trustees, managers, principle shareholders or stakeholders In service of the state? **YES / NO**

3.13.1If yes, furnishes particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, Principle shareholders or stakeholders of this company Have any interest in any other related companies or Business whether or not they are bidding for this contract .**YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

Date

.....

Capacity

Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both

the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of enterprises of which its origin is within Nongoma		20		
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

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

NAME (PRINT):.....

CAPACITY:

SIGNATURE :

NAME OF FIRM:

WITNESSES

1

2

DATE:

DATE:

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

ANEXURE A

DEPARTMENT: SOCIAL SERVICES SECTION: WASTE MANAGEMENT

THE OPERATION, MAINTENANCE AND NONGOMA WASTE DISPOSAL SITE

PROJECT SPECIFICATION

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6. PENALTIES

PROJECT SPECIFICATION

The project specification consists of two parts, namely:

- Project specification for operation & maintenance

1. SCOPE

This specification covers the requirements for the operation, maintenance of the 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, composting and covering waste, transporting waste and the maintenance of the facilities on the site to ensure an effective operation in accordance with the conditions of the operating licence

2. INTERPRETATION

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 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 stores, offices and other activities not involved in manufacture.
Management Committee (MC)	:	Committee consisting of representatives of the Nongoma local Municipality, and the operating contractor responsible for maintenance of the operational standard.

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 Nongoma Local Municipality.
Waste Management Officer :	The appointed responsible official of the Nongoma Local Municipality in charge of the site.
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”).
Paper pulp waste	:	Waste formed during the re-pulping and de-inking of waste paper for conversion of the resulting pulp into a number of products. The short fibres together with impurities such as glue, ink and other materials associated with the waste paper are separated and end up as waste.
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 utilising 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**

The Nongoma Waste Disposal Site is located on Ref: 5000 in Nongoma Local Municipality within Zululand District.

This contract provides for the supply, of all labour, plant, tools, equipment and management necessary to operate the Nongoma site in an effective and environmentally sound manner. The existing entrance, access control, (weighbridges to be installed) etc. will be used by the contractor.

This facility is mainly receiving waste from the jurisdiction of the town as well as private industries. During the contract period it may happen that the facility will also serve other areas. The waste is transported onto site by the municipal vehicles as well as by the general public and private contractors.

3.2 Description of site and access

The Nongoma waste disposal site is the only operating waste disposal sites owned by the Nongoma Municipality. The Nongoma waste disposal site has been operational for decades and has just received a licence for closure. This licence is for 10 years after that the site shall be closed and rehabilitated.

A facility of this magnitude requires a carefully planned long-term development and operational plan, in order to comply with the Department of Water Affairs (DWA) “Minimum Requirements for waste disposal by Landfill”. The landfill division realises that poor long-term planning could result in significant increased operational costs and/or early closure of the facility.

A long-term waste disposal development plan is available for the phased development and rehabilitation of the waste disposal site. Aspects that have been addressed in the long-term development plan, domestic waste must be transported to regional land fill site in order to increase the life span of the site and reduce nuisance.

3.3 Site facilities available

(a) Temporary buildings

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

(b) Infrastructure enclosure

The servicing and maintenance of the contractor's vehicles and plant shall be carried out within the workshop and uncontrolled oil spillage will not be permitted however the contractor may service the vehicles in the approved deal and shall keep service history record to provide it when requested by the employer.

(c) Access roads

Access to the entrance of the site and gate control house is only possible from Nongoma Township.

(d) Paved areas

No paved areas.

(e) Access control gates

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

(f) Weighbridges

The contractor will not be required to operate this facility, which will consist of two 16m-steeldeck digital load cells operated, pitiless type weighbridges, in terms of the contract. Adequately trained staff is to be provided by the NLM to operate the weighbridges and the Computer system in accordance with the contract.

General maintenance of the weighbridges is the responsibility of the NLM. The NLM 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 NLM.

(g) Security

The site is fenced with a 2,1m concrete palisade security fence with vehicle and pedestrians gates. The contractor is required to keep the fences and gates of both the outer perimeter (approximately 500m) and the infrastructure enclosure in good order and to repair any damage caused to it. The NLM will provide a minimum of one (1) security guards during daytime and 2 (two) security guards after hours, in order to prevent any unauthorised entry.

Security personnel must be issued with reliable communication devices, self defence mechanisms or apparatus and be provided with adequate means of transport to effectively patrol the outer perimeter. Should the contractor require further security measures to protect equipment and property, he/she may take such measures at his/her own cost and subject to the Municipal Manager approval.

(h) Water supply

A tank is provided in the gate house, the NLM will put a borehole in the near future

(i) Electricity supply

The municipality will be installing electricity in the gate house. The cost of electricity use as well as any other proportional basic charges raised by the Nongoma Local Municipality shall be borne by the contractor.

An emergency power supply in the form of a petrol/diesel generator to supply power to the flare compound and weighbridge in event of a power failure should be provided, maintained and insured by the NLM for the duration of the contract.

(j) Housing of employees

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

5. 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 6 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. The contractor shall submit with his/her bid, a description of his/her proposed plant complement, as well as a description of his/her back-up or breakdown and workshop facilities. No plant may be removed from site without written permission from the Municipality.

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

1. **TLB – It is needed for daily operation.**
2. **Tipper truck. Only if is requested by the employer or where and when necessary.**
3. **Motor grader.**
4. **Pad foot Roller.**
5. **Water cat.**
6. **Excavator**

5. OPERATION AND MAINTENANCE

5.1 Source of waste

The Nongoma Waste Disposal Site is a facility for the Nongoma Local Municipality, although other local authorities may also make use of the site. Some industries from the surrounding area 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 Municipality 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 Municipality 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 Municipality 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

Quantities of waste generated by the participating local authorities, general public and private contractors are currently unknown. The contractor will be required to submit monthly tonnage as per the table in 5.3. (Sample) because of unpredictable growth taking place, however, the actual quantities may vary.

Furthermore, Nongoma 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.

Waste Type	Jan 13	Feb 13	Mar. 13	Apr. 13	13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Total
ASBESTOS													
BAGS OF LIME (Disposal of treated liquids/sludge)													
CLEAN BUILDING RUBBLE (less than 300mm)													
CLEAN COMPOST/GARDEN REFUSE INSIDE NLM													
Domestic Waste Inside NLM													
Domestic Waste Outside NLM													
GENERAL DOMESTIC REFUSE INSIDE NLM													
GENERAL DOMESTIC REFUSE OUTSIDE NLM													
INDUSTRIAL REFUSE INSIDE NLM													
Mixed Building Rubble Inside NLM													
MIXED RUBBLE - INSIDE NLM													
Safe Disposals													
SAFE DISPOSAL OF PRODUCTS: CRUSHED/BURIE													
SAFE DISPOSAL OF PRODUCTS:CRUSHED/BURIED													
SOIL (usable as cover material)													

Tyres - rim size greater than to 110cm in diameter (normal truck tyre)									
Tyres - rim size up to 116cm in diameter and greater than 116cm in diameter (Earthmoving equipment)									
TYRES (each) EXCESS 116CM DIAMETER (EARTHMOVING EQUIPMENT)									
TYRES (each) UP TO 110CM DIAMETER (TRUCK)									
Total									

Table 5.3.1

5.4 Waste types

The site is permitted as a Waste Disposal Site and, subject to the exceptions indicated below, the contractor will be required to handle all dry, non-hazardous incoming wastes including:

- **Domestic waste**
- **Garden waste**
- **Clean soil & builder's rubble**
- **Non-hazardous dry industrial waste**
- **Commercial waste**
- **Bulky waste**
- **Tyres and other polymeric waste.**
- **Dead animals**
- **Foodstuffs destined for safe disposal**
- Asbestos**

Notifiable wastes, liquids, and sludge's, whether in sealed drums or not, will NOT be allowed to be disposed of at the site. No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site. **No foundry sand or paper pulp are allowed.** In the interests of environmental protection and complying with the site permit requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site.

The vehicle owner, Waste Management Officer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from all of the NLM waste disposal facilities. The contractor shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of. Storage of tyres on site for future disposal shall not be allowed. Only shredded tyres for disposal in line with Waste Tyre Regulations will be allowed.

5.5 Charges for disposal

At the moment disposal of waste is free of charge. Once the weighbridge is installed the NLM will be able to advise the contractor accordingly.

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 and New Year day. Unless otherwise negotiated, operating times for each day shall be as follows:

Mon to Fri	:	Open to public from 07:30 to 16:30; Site operation from 07:30 to 16:30
Sat and Sun & Public Holidays:		Open to public from 07:30 to 16:30; Site operation from 07:30 to 16:30

In no case should the operation continue later than 18:00 unless otherwise requested by the employer. Should it, however, be established that the above is unsuitable, then with approval of the Municipality, the working hours may be altered accordingly and recorded in writing and on the notice board by the contractor.

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

5.7 Use of site after hours

The use of the site after hours will not be allowed unless requested by Municipality.

5.8 Contractors site establishment

The contractor will have stated in the proposal 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 Municipality 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 house and weighbridge control house (Weighbridges)

The contractor will not be required to operate this facility, which consists of two 16m-Steel deck digital load cells operated, pitiless type weighbridges, in terms of the contract. Adequately trained staff is to be provided by the NLM to operate the weighbridges and the computer system in accordance with the contract.

General maintenance of the weighbridges is the responsibility of the NLM. The NLM 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 NLM.

The responsibilities of the NLM 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 house
- Operation of the weighbridges.
- verify signing of weighbridge slips and return slips to the contractors office.
- Opening of accounts on site and verification of customer data.

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: L: 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.

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, other operators and the Waste Management Officer shall meet at approximately monthly intervals, arrangements for the O&M Management Committee (MC) meeting being made by the Waste Management Officer/employer. In addition, meetings with the Community Monitoring Committee (CMC) will also be held at approximately bi-monthly 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 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, minutes and agreed upon at these meetings will be binding on the parties. It is, however, to be noted that the O&M Management Committee (MC) does not have executive powers and that decisions affecting the Nongoma 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 pro forma will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the Waste Management Officer 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 MC or the CMC will have unimpeded access to the site, provided that they report to security.

Provision must be made for a monthly financial meeting with the Client, the Financial Manager and the Software Manager at the client's office only if the council has started to charge the users.

5.13 Salvage rights

Although certain salvage rights may be awarded to the contractor, scavenging amongst the refuse at the working face will be specifically excluded. The only exception to this rule is for steel objects that can cause punctures in tyres, as well as tyres disposed of as part of the general waste stream, to be removed at the working face. Revenue generated by the contractor from the sale of such steel will be for his/her own benefit. Sorting or recovery of other recyclable waste will only be allowed under controlled conditions at the public off-loading area only.

Salvage rights may include materials sorting and recovery and any other operation of a similar nature, but excludes composting and methane gas. It encourages that the service provider gives the opportunity to local recyclers.

5.14 Operation of the site

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 when installed and generation of reports
- operation and maintenance of public disposal facility
- controlling of traffic within the site
- waste deposition and compaction
- provision and placement of cover material when necessary
- control of nuisance
- provision and maintenance of fire breaks
- washing the wheels of vehicles leaving the site once the area has been paved.
- monthly survey of the site (topographical surveys)
- composting of the clean greens
- maintenance (cleaning and removal of weeds)
- construction and maintenance of internal site roads (maintenance and grading of site road when ordered by Waste Management Office.)
- supply erection and maintenance of traffic signs
- Transporting of domestic waste to District land fill site not less than twice a week which shall total to 50 tons a day.

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.

i. Access to the site and access control

The contractor shall be responsible for keeping the entrance to the site 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 of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily. Windblown litter must be picked up on a daily basis from these entrances.

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.

ii. **Operation of weighbridge system and generation of reports**

It is the responsibility of the NLM/contractor.

iii. **Maintenance of access roads and controlling of traffic within the site**

The contractor must ensure that the access road to the disposal area is kept:

- Usable in both wet and dry conditions.
- Comfortably able to accommodate two large passing vehicles.
- 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.
- A road along the perimeter of the fence must be provided and maintained for 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.

iv. **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

• **Manoeuvring space at working face**

Space must be available at the working face to enable vehicles to manoeuvre 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/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Environmental Health Department.

- **Spoilt foodstuff**

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0,75m of waste and cover material.

Extreme care should be taken that none of these foods are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities' concerned. Allowance for safe disposal, by appointment, shall be four times per week. Spoilt foodstuff will not be accepted for disposal over weekends.

- **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 and coarse ash, which can be used as the disposal area when conditions become too wet in other areas.

- **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.

v. 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).
- Dust (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. The removal from the work face of sharp steel objects which could cause punctures to waste collection vehicle tyres as well as tyres disposed of with the general waste, is however a requirement.

vi. Record keeping

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

- Quantity of cover placed
- Quantities of waste handled (Including mass, category and registration details of each vehicle)
- Daily position of depositing 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
- The contractor shall also keep a site instruction book on site.

vii. Topographical Survey

The contractor shall maintain detailed records and a digital terrain model survey of the following and these shall be made available (monthly or as and when required) to the Waste Management Officer on computer disc and/or paper hardcopy:

Monthly survey.

- Mass of waste handled monthly according to category.
- Monitoring of the development of the natural landform, as compared to the natural landscape design.
- Annual full survey of the site must be conducted.

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. 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 Municipality.

Included in the maintenance of the site are:

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 entrance and surrounding area;
- all site roads;
- the area surrounding the working face
- the perimeter fence;

Access road

The contractor shall be responsible for the maintenance of all temporary and permanent access roads on the site.

Berms and storm-water drainage channels

N/A

Fences, gates

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.

Weighbridge(s)

The contractor will not be required to operate this facility, which consists of two 16m-steeldeck digital load cells operated, pitiless type weighbridges, in terms of the contract. Adequately trained staff is to be provided by the NLM to operate the weighbridges and the computer system in accordance with the contract.

General maintenance of the weighbridges is the responsibility of the NLM. The NLM 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 NLM the contractor to assist when requested.

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 Waste Management Officer, well enough established

not to require further watering. Any erosion furrows and subsidence's which form on intermediate or finally covered disposal areas shall be filled in and re-grassed where applicable.

Road-markings

The contractor will be responsible for maintaining all road markings on the site and access road.

Fire breaks

The contractor will be required to maintain adequate fire breaks, to satisfaction of the Municipality , 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.

Speed humps

The contractor will be responsible for maintaining all speed humps on the site

5.16 Notice boards

The contractor shall supply and erect at an approved location, when required a weatherproof notice board, in accordance with the current guidelines of DWA, to the Municipal approval. The contractor shall be responsible for keeping all boards, including the tariff board and signage board, updated to ensure that the information displayed there-on is kept in an up to date condition, and for maintaining the boards in good repair for the duration of the contract. Current DWA guidelines require:

A weatherproof, durable and legible notice in the appropriate official languages displayed at the entrance to the site. The notice shall prohibit unauthorised entry to the site and state, the names, addresses and telephone numbers of the permit holder and the responsible person, the hours of operation and any emergency numbers. The sign should also clearly state the class of landfill and the types of waste that can be accepted. A draft layout of the board is to be submitted to the Municipality for approval before manufacturing.

5.17 Restricted areas

N/A

5.18 Testing

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

5.19 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 Nongoma waste disposal site, 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 NONGOMA WASTE DISPOSAL SITE

DISPOSAL OF GENERAL, DRY, NON-HAZARDOUS WASTE ONLY

This landfill site is operated under contract by the Nongoma 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 waste may be disposed of on the site.
- 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 disposal site and all its facilities are used at the user's own risk. The user exonerates the NLM and its personnel from any claim for loss or damages of any nature whatsoever originating / emanating directly or indirectly from the use of the site.
- 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.
- Compostable garden refuse must be disposed of at the composting yard, or into the containers marked for that purpose.
- No reclamation / scavenging will be allowed at the landfill workface or at the public disposal containers as scavenging by vehicle drivers and / or their assistants will lead to blocking access to the site by the user.
- 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 Municipality may from time to time alter the site rules as dictated by conditions on site.

6.20 Development Contractor

It is the Municipality's aim to enhance skills transfer to emerging SMME's and particularly on recycling. The main contractor must submit with the bid a method statement, indicating the manner in which skills transfer to the SMME will be achieved relating to all aspects of recycling. This method statement must include measurable targets relating to the intended skills transfer methodology. Satisfactory confirmation of the SMME annual turn-over must be submitted for the Employer.

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:

R 5 000, 00 for first hour or part thereof, escalating by R 2 000,00 for each further one hour period or part thereof.

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

R 5 000, 00 for first occurrence, escalating by R 2 000, 00 for each further occurrence to a maximum of R20 000, 00 per occurrence.

- c. Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the Municipality) within 8 working hours of occurrence:

R 2 000, 00 for first occurrence, escalating by R 500 0, 00 for each further occurrence to a maximum of R 5 000, 00 per occurrence.

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

R 3 000, 00 for first occurrence, escalating by R 2 000, 00 for each further occurrence to a maximum of R10 000, 00 per occurrence.

- g. 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, weighbridge, completed areas and the servitude alongside Nongoma road.

R 2 000, 00 for first occurrence, escalating by R 5 000, 00 for each further occurrence to a maximum of R 10 000,00 per occurrence.

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

R 6 000, 00 for first occurrence, escalating by R 2 000, 00 for each further occurrence to a maximum of R11 000, 00 per occurrence.

- i. 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.

SCHEDEULE OF QUANTITIES

Item	Description	Unit	Quantity	Amount
Section 1 : Contractual Requirements				
1.1	Insurance of damage to persons and property	SUM	1	
1.2	Third party insurance	SUM	1	
1.3	Workmen's compensation	SUM	1	
1.4	Initial supply of plant, materials, labour and services required by the contractor	SUM	1	
2.	Contractor facilities on site			
2.1	Site office	SUM	1
2.2	Tools storage shed	SUM	1
2.3	Tools storage	SUM	1
2.4	Notice Board	SUM	1
2.5	Ablution facilities	SUM	1
3.	Maintenance of facilities on site for duration of the contract	SUM	1	
Section 2 : Landfill operations				
2.	Landfill operations civil works			
2.1	Provision of labour	Day		
2.2	TLB machine, 8 hours on daily basis	Day		
2.3	Grader, 8 hours	Week		
2.4	Water cat , 8 hours	Week		
2.4	Roller, 8 hours	Week		
2.5	Staff PPE			
2.6	Staff laminated identify cards			
2.7	Demarcated recycling area			
2.8	Excavator	Once a week	1	
Section 3 : Site Clearance				
3.1	General clearance and grubbing of the site			
3.2	Clear litter around the landfill site on daily basis			

CALCULATION OF CONTRACT SUM

TOTAL OF SCHEDULES	
SUBTOTAL	
15% VALUE ADDED TAX ON SUBTOTAL	
ALL INCLUSIVE CONTRACT SUM	

ESCALATION PERCENTAGE%
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I/We the undersigned do hereby declare that these are the properly priced Bill of Quantities forming part of this contract document.

Signed on behalf Bidder.....

COMPANY STAMP