

**APPOINTMENT OF A SERVICE PROVIDER FOR OPERATIONS OF THE
OATLANDS REGIONAL LANDFILL SITE (CLASS B SITE) FOR A
PERIOD OF THREE YEARS**

NOTICE : 009 OF 2025

TENDER NO: 8/2/RNM0553

NAME OF BIDDER

BID AMOUNT R _____

COMMUNITY SERVICES

P O BOX 5

PORT SHEPSTONE

4240

FEBRUARY 2025

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PART T1: TENDERING PROCEDURES
T1.1 : TENDER NOTICE AND INVITATION TO TENDER

RAY NKONYENI MUNICIPALITY
NOTICE: 009 of 2025
TENDER NO: 8/2/RNM0553

**APPOINTMENT OF A SERVICE PROVIDER FOR OPERATIONS OF THE OATLANDS
REGIONAL LANDFILL SITE (GMB⁺) FOR A PERIOD OF THREE (3) YEARS**

The Ray Nkonyeni Municipality hereby invites tenders from established institutions, for the Appointment of a service provider for Operation of the Oatlands Regional Landfill Site for a period of three years. The site is located 4 km west of Margate in KwaZulu-Natal.

Bid documents can be downloaded at no charge from e-tenders portal <https://etenders.treasur.gov.za> and the website www.rmn.gov.za from Friday 14 February 2025.

Bidders are to submit two (02) copies of the bid document together with the original bid document, bidders that fail to submit copies will be disqualified. Fully completed Bid documents must be submitted in a sealed envelope, clearly marked "8/2/RNM0553 Appointment of a service provider Operations of the Oatlands Regional Landfill Site for a Period of Three Years and must be deposited in the Bid box at the Municipal offices at 10 Connor Street, Port Shepstone, no later than 12:00 on 17 March 2025 after which all Bids will be opened in public.

All queries to be directed to Mrs Ziyanda Mzimela on 039 6882146/7.
Email address: Ziyanda.Mzimela@rmn.gov.za.

COMPULSORY SITE CLARIFICATION MEETING WILL BE HELD ON 24 FEBRUARY 2025
@10:00 AT THE OATLANDS LANDFILL SITE IN MARGATE

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal.

SPECIFIC GOALS	POINTS	Verification Documents
an EME or QSE which is at least 100% owned by black people	10	CIPC documents and sworn affidavits
an EME or QSE which is at least 51% - 99% owned by black people;	6	CIPC documents and sworn affidavits
an EME or QSE which is at 25% - 50% owned by black people;	4	CIPC documents and sworn affidavits
Company located within Ray Nkonyeni Municipality	10	Proof of Company Address
Company located outside Ray Nkonyeni Municipality but within UGU District	6	Proof of Company Address
Company located outside UGU District Municipality but within KZN Province	4	Proof of Company Address

TOTAL	20	
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Tenders will be evaluated on functionality. All tender offers that fail to score the minimum of 60% of points will be rejected. The following criteria will be used for functionality evaluation: -

Criteria	Possible Full Points
Relevant Experience	10
Qualifications	10
Capacity	20
TOTAL	40

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Unsuccessful bidders will be informed of the Bid outcome through the Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained; and
- The original bid document plus TWO **extra** (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.
- Foreign qualifications should be accompanied by a SAQA verification
- Bidders CIDB registration must be 6CE or above

K J ZULU
MUNICIPAL MANAGER

Ray Nkonyeni Municipality
10 Connor Street
P O Box 5
PORT SHEPSTONE
4240

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS
(NOT TO BE RE-TYPED)**

NB!!!! Please attach copies of the following documents.

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/
shareholders.**
- **Copy of a valid TAX Compliance Certificate
Or Tax Compliance Status PIN Sheet.**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture agreements (where applicable)**

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

MBD 1

**RAY NKONYENI MUNICIPALITY
STANDARD FORM FOR BIDS**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RAY NKONYENI MUNICIPALITY)					
BID NUMBER:	8/2/RNM0553	CLOSING DATE:	17 MARCH 2025	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER OPERATIONS OF THE OATLANDS REGIONAL LANDFILL SITE (GMB+) FOR A PERIOD OF THREE (3) 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					
RAY NKONYENI MUNICIPALITY					
10 Connor Street					
PORT SHEPSTONE					
4240					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	TREASURY SCM		CONTACT PERSON	MRS ZIYANDA MZIMELA	
CONTACT PERSON	MR BONGANI MFENQA		TELEPHONE NUMBER	039-6882146/2147	
TELEPHONE NUMBER	039-3128304		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Ziyanda.Mzimela@rnm.gov.za	
E-MAIL ADDRESS	Bongani.Mfenqa@rnm.gov.za				

MBD 1

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER;
1.4. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;
1.5. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
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.

**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:

.....

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The Employer

The Employer for this Contract will be the instance named in the Contract Data (C1.2.2.1).

F.1.2 Tender documents

- 1) The Tender Documents issued by the Employer comprise documents as listed on the INDEX page.
- 2) Drawings: Bound in Section C3.4 as an Annexure.
- 3) "General Conditions of Contract for Construction Works – 2nd Edition 2015" issued by the South African Institution of Civil Engineering (Short title "General Conditions of Contract 2015" or" GCC 2015"). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 4) "Standardised Specification for Civil Engineering Construction SANS 1200" hereinafter referred to as the Standard Engineering Specifications. This

document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R84).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004 and No 464 of 2 July 2013.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2011).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1 to 3.
 - SANS 1914:2003 - Targeted Construction Procurement, Parts 1 to 6.

The Tender Document and the Drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice and Invitation to Tender, upon payment of the tender charge stated in the Tender Notice.

F.1.4 The Employer's Agent

The Employer's agent is:

Name: TGC Engineers
Tel : 031 265 1777 (t)
Fax : 031 265 2727 (f)
Email: megan@tgcengineers.co.za
staff@tgcengineers.co.za

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;

- (b) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) The Tenderer fails to attend the compulsory site inspection;
- (d) The Tenderer fails to have "Form T2.2.1.1: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part T2.2 - Returnable Schedules and Forms signed by the Head: Community services, or his representative.
- (e) Only those tenderers who achieve the minimum number of Quality evaluation points (or greater) as stated in F.3.11.9 will be eligible to have their tenders evaluated.
- (e) The Tenderers fails to submit two (2) copies of their tender together with the original.

F.2.12 Alternative tender offers

Alternative tender offers are not permitted.

F.2.13 Submitting a tender offer

The Employer's address for delivery of tender offers is:

**Municipal Offices, 10 Connor Street, Port Shepstone
and placed in tender box at the ground floor foyer**

F.2.13.3 Tender offers shall be submitted as an original only.

F.2.13.5 Identification details to be shown on each tender offer package are:

Contract No. : 8/2/RNM0553
Contract Title : Appointment of a Service Provider for Operations of the
Oatlands Regional Landfill Site (GMB+)
Closing Date : 17 MARCH 2025
Closing Time : 12h00

F.2.13.9 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.15 Closing time

F.2.15.1 The closing time for delivery of tender offers is:

Date : 17 MARCH 2025
Time : 12h00

F.2.16 Tender offer validity

The Tender Offer validity period is 120 Days from the closing time for submission of tenders.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.20 Submit securities, bonds, policies, etc.

The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

F.2.23 Certificates

Refer to Part T2.1 for a listing of certificates that must be provided with the tender.

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until three (3) days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

F.3.4 Opening of Tender Submissions

F.3.4.1 Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place at 10 Connor Street, Port Shepstone.

F.3.11 Evaluation of Tender Offers

The procedure for evaluation of responsive Tender Offers will be in accordance with the Ray Nkonyeni Municipality's Procurement Policy, the Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).

F.3.11.1 The primary criterion in selection, apart from costs, will be the degree to which the tenderer can demonstrate appropriate knowledge and expertise. A further consideration will naturally be the equity profile of the tenderer in management, ownership and implementation.

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 4.

Quality, is to be used as a threshold. The minimum number of evaluation points for quality, and the calculation thereof, are according to the provisions of F.3.11.9. Tender offers that fail to score the minimum number of points for quality will be rejected as non-responsive.

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W1 is:

- 1) 90/10 where the financial value inclusive of VAT of all responsive tenders received have a value above R 50,000,000; OR

- 2) 80/20 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50,000,000.

1,1 The maximum points for this tender are allocated as follows:

SPECIFIC GOALS	POINTS	Verification Documents
an EME or QSE which is at least 100% owned by black people	10	CIPC documents and sworn affidavits
an EME or QSE which is at least 51% - 99% owned by black people;	6	CIPC documents and sworn affidavits
an EME or QSE which is at 25% - 50% owned by black people;	4	CIPC documents and sworn affidavits
Company located within Ray Nkonyeni Municipality	10	Proof of Company Address
Company located outside Ray Nkonyeni Municipality but within UGU District	6	Proof of Company Address
Company located outside UGU District Municipality but within KZN Province	4	Proof of Company Address
TOTAL	20	

F.3.11.9 Scoring Quality

Only those tenderers who achieve the minimum number of Quality Evaluation points (or greater) will be eligible to have their tenders further evaluated.

The value of W2 is 100. All tender offers that fail to score the minimum of 60% of points will be rejected.

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Maximum number of points
Relevant experience	10
CV/Qualification	10
Capacity	20
TOTAL	40

Quality shall be scored independently by not less than three evaluators in accordance with the following schedules:

EVALUATION OF TENDER OFFERS

The procedure for evaluation of responsive Bid Offers will be **METHOD 4 on your bid: (Financial Offer, preference and quality (functionality))** with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{So \times Ap}{Ms}$$

Where:

Ps = percentage scored for functionality by Bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = Maximum possible score

Ap = percentage allocated for functionality

- I. A maximum of **10 points** will be awarded for a Company with 12 or more years of experience in landfill site operations and management
- II. A maximum of **10 points** will be awarded to a company with qualifications
- III. A maximum of **20 points** will be awarded to a company with capacity
- IV. Point system for functionality will be as per table below:-
- V. The evaluations will be averaged, weighted and then totalled to obtain the final score for quality. The minimum quality score is 60% which equates to 18 points. Tenderers not achieving the minimum Quality threshold shall be considered unresponsive.

KEY ASPECT OF CRITERION	EVALUATION	POINTS	VERIFICATION METHOD
Company's previous and current experience in Landfill Site Operation	12 years or more in landfill site operations and management with a project value of R10m and above	10	Copies of Appointment letters with bid numbers from previous or current clients (Municipality/ Private Sector) projects.
	6 to less than 12 years in landfill site operations and management with a project value of R10m and above	5	Copies of Appointment letters with bid numbers from previous or current clients (Municipality/ Private Sector) projects.
	3 to less than 6 years in landfill site operations and management with a project value of R10m and above	2	Copies of Appointment letters with bid numbers from previous or current clients (Municipality/ Private Sector) projects
	0 to less than 3 years in landfill site operations and management with a project value of R10m and above	0	No submission of Copies of Appointment letters with bid numbers from previous or

			current clients (Municipality/ Private Sector) projects
Qualification and Professional registration for key personnel	Degree and above in Civil Engineering registered with Engineering Council of South Africa (ECSA) or a Professional Environmental Practitioner/Scientist registered with SACNSP	10	CV with certified copies of Degree and above qualification and Professional Registration Certificate as Professional Engineer/Professional Engineering Technologist/Professional Engineering Technician.
	Degree in Civil Engineering registered with Engineering Council of South Africa (ECSA) or a Professional Environmental Practitioner/Scientist registered with SACNSP	5	CV with Proof of Diploma Qualification and Certified copy of Professional Registration Certificate as Professional Engineer/Professional Engineering Technologist/Professional Engineering Technician to be submitted
	Certificate in Civil engineering registered with Engineering Council of South Africa (ECSA) or relevant professional body / Professional Environmental Management Practitioner/ Scientist registered with SACNSP	0	No submission of CV with Qualification and Certified copy of Professional Registration Certificate as Professional Engineer/Professional Engineering Technologist/Professional Engineering Technician to be submitted
CAPACITY	1 x 26-ton Landfill Compactor (less than 6-years old), 1 x 25-ton Dozer (D7 or Similar) (less than 6-years old), 1 x 15- Ton Track Excavator (less than 6 – years old), 1 x 10-ton Tipper Truck. (less than 6-years old), 1 x 5, 000L Tanker with Sprinkler for dust suppression. (less than 6- years old),	20	Attach proof of ownership of the plant /vehicle in the name of the Company or its directors
	0 x 26-ton Landfill Compactor (less than 6-years old), 0 x 25-ton Dozer (D7 or Similar) (less than 6-years old), 0 x 15- Ton Track Excavator	0	No proof of ownership of the plant /vehicle in the name of the Company or its directors

	(less than 6 – years old), 0 x 10-ton Tipper Truck. (less than 6-years old), 0x 5, 000L Tanker with Sprinkler for dust suppression. (less than 6-years old),		
--	--	--	--

b) Financial Offer

The financial offer will be scored using the following formula:

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

Where:

W1 = **80** for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received;

P_m = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration;

In the application of the 90/10 preference point system, if all bids received are below R 50, 000, 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above R 50, 000, 000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

c) Preferences

Up to **20** points (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

(delete whichever is not applicable for this tender).

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

1.1 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.

1.2 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

SPECIFIC GOALS	POINTS	Verification Documents
an EME or QSE which is at least 100% owned by black people	10	CIPC documents and sworn affidavits
an EME or QSE which is at least 51% - 99% owned by black people;	6	CIPC documents and sworn affidavits
an EME or QSE which is at 25% - 50% owned by	4	CIPC documents and sworn affidavits

black people;		
Company located within Ray Nkonyeni Municipality	10	Proof of Company Address
Company located outside Ray Nkonyeni Municipality but within UGU District	6	Proof of Company Address
Company located outside UGU District Municipality but within KZN Province	4	Proof of Company Address
TOTAL	20	

- 1.3 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.
- 1.4 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.

Qualifying tenders will be subsequently evaluated in accordance with Method 4: Financial Offer and Preference.

F.3.13 Acceptance of tender offer

Tender offers will only be accepted if:

- (a) Conditions a) through f) of Clause F.3.13 of the Standard Conditions of tender are met;
- (b) The tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- (c) The tenderer is registered with the Construction Industry Development Board, at time of tender closing (refer to F.2.15), in an appropriate contractor grading designation;
- (d) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (e) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect;

- (f) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (h) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- (i) The tender is signed by a person authorised to sign on behalf of the tenderer.
- (j) A tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture with his tender.
- (k) The tenderer has submitted two copies of the tender in addition to the original document.
- (l) The tenderer has indicated he can provide the minimum plant required.
- (m) Only those tenderers who achieve the minimum number of Quality Evaluation points (or greater) as stated in F.3.11.9 will be eligible to have their tenders evaluated.

F.3.15 Complete adjudicator's contract

Refer to Clause 10.3.2 of the General Conditions of Contract and the Contract Data.

F.3.18 Copies of contract

The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

The additional conditions of tender are:

F.2.24 Appeal process

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. In dealing with these appeals, the Municipal Manager will follow the following procedure:

- (a) All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The Municipal Manager
P O Box 5
PORT SHEPSTONE
4240

F2.25 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

PART T2: RETURNABLE DOCUMENTS
T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting

Error! Bookmark not defined.

Certificate of Authority	25
Declaration of Municipal Fees	29
Compulsory Enterprise Questionnaire	30
MBD 2: Tax Pin Sheet/Compliance Requirements	
MBD4: Declaration of Interest	37
MBD5: Declaration For Procurement Above R10 Million	39
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	41
MBD8: Declaration of Bidder's Past SCM Practices	43
MBD9: Certificate of Independent Bid Determination	45

Technical and Evaluation

Tenderer's Experience: Evaluation Schedule	48
Proposed Organisation and Staffing	
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Operational Plan	52
Plant and Equipment which will be provided by Tenderer	53
Contractor's Health and Safety Plan	54
Contractor's Health and Safety Declaration	55

Contractual

Joint Venture Agreements (if applicable)	58
Record of Addenda to Tender Documents	59
Amendments, Qualifications and Alternatives	
Form of Offer and Acceptance	61
Bill of Quantities	79
Deed of Suretyship	66
Form of Intent to Provide a Performance Guarantee	68

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)
of (*address*).....
..... was represented
by the person(s) named below at the compulsory clarification meeting held for all tenderers
ON MONDAY 24 FEBRUARY 2025 AT 10:00 AT THE OATLANDS LANDFILL SITE, MARGATE

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves
with the site of the works and / or matters incidental to doing the work specified in the
tender 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 attending the meeting:

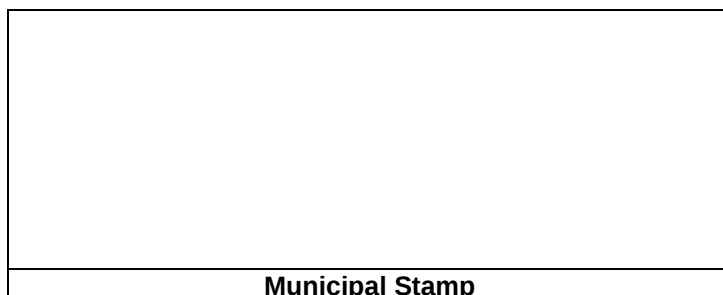
Name: Signature:

Capacity:

**Attendance of the above person at the meeting is confirmed by the Employer's
agent, namely:**

Name: Signature:

Capacity: Date and Time:



T2.2.2 CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATIO N	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors
of

....., hereby confirm that by resolution of the Board (copy attached)
taken on

..... 20....., Mr/Ms, acting in the
capacity of

....., was authorised to sign all documents in
connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

Date:

As Witnesses: 1. 2.

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
..... hereby authorise Mr/Ms
....., acting in the capacity of
....., to sign all documents in connection with the tender for
Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as
.....
hereby authorise Mr/Ms, acting in the capacity
of, to sign all documents in connection

with the tender for Contract No. and any contract resulting from it on our
behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No. and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business trading as

Signature of Sole owner:

Date:

As Witnesses: 1.

2.

T2.2.3 **DECLARATION OF MUNICIPAL FEES**

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--

I acknowledge that should the aforesaid Municipal charges all into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of Ray Nkonyeni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

31

7) Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

The undersigned, who warrant that he/she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise Name

T2.2.5 MBD 2 : TAX PIN SHEET / COMPLIANCE REQUIREMENTS

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax Compliance Sheet

16. No contract may be awarded to a person who has failed to submit a Valid Tax Pin Sheet from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS or a PIN from SARS on their letterhead."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. **This Tax PIN from SARS on their letterhead must be submitted with the tender, that is before the closing time and date of the tender.**

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Pin Sheet.

APPLICATION FORM FOR TAX PIN SHEET]
(IN RESPECT OF TENDER) [EXAMPLE]

1. NAME OF TAXPAYER/TENDERER:																					
2. TRADE NAME:																					
3. IDENTIFICATION No. (if applicable)	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
4. COMPANY/CLOSE CORPORATION REG No.	: <table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
5. INCOME TAX REFERENCE No.	: <table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
6. VAT REGISTRATION No.	: <table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
7. PAYE EMPLOYERS REG No. (if applicable)	: <table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
NB: Copy of the tender request must be attached to this application.																					
CONTACT PERSON REQUIRING TAX PIN SHEET:																					
SIGNATURE:																					
NAME :																					
TELEPHONE NUMBER CODE: NUMBER:																					
ADDRESS :																					
.....																					
DATE : 20. / /																					
Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.																					
NAME OF PERSON RESPONSIBLE FOR CONTRACT:																					

(ST 5.1) March 1999

NB: This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Compliance. The valid Tax Pin Sheet furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

TAX COMPLIANCE PIN

Tax PIN Number obtained from SARS to be inserted here.

T2.2.6 **MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons "in the service of the state"¹.
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 of bidder or his or her representative
- 3.2 ID Number of bidder or his or her representative
- 3.3 Position occupied in the enterprise (dir, 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 / sole proprietors / partners in partnerships, 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
 - 3.8.1 If yes, furnish particulars
 -
- 3.9 Have you been in the service of the state for the past twelve months? YES / NO
 - 3.9.1 If yes, furnish particulars
 -
- 3.10 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, furnish particulars
 -

¹ 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.

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.

3.11 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

3.11.1 If 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, furnish 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

3.13.1 If yes, furnish 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	Personal income tax number *

Signed Date

Name Position

Enterprise Name

T2.2.7 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all //applicable taxes included), bidders must submit a set of the latest audited financial statements and complete the following questionnaire.

Tenderers are to
circle applicable

- | | | | |
|-----|--|-----|----|
| 1.0 | Are you by law required to prepare annual financial statements for auditing? | YES | NO |
| 1.1 | If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years. | | |
| 2.0 | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? | YES | NO |
| 2.1 | If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. | | |
| 2.2 | If YES, provide particulars on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 3.0 | 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, provide particulars on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 4.0 | 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, provide particulars on a letterhead.
(Attach this letter to the back inside cover of this document). | | |

I, the undersigned, 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.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACT FORM – PAST EXPERIENCE

MBD5.1

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

T2.2.8 MBD 6.1 (Reduced) : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS)

1.0 GENERAL

1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the Preferential Procurement Regulations (2011).

1.2 THE 80/20-POINT SYSTEM WILL BE APPLICABLE IN THIS TENDER.

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:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
an EME or QSE which is at least 100% owned by black people;	10	
an EME or QSE which is at least 51% -99% owned by black people;	6	
an EME or QSE which is at 25% - 50% owned by black people;	4	
Company located within Ray Nkonyeni Municipality	10	
Company located outside Ray Nkonyeni Municipality but within UGU District	6	
Company located outside UGU District Municipality but within KZN Province	4	

- 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.

T2.2.9 MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

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) wilfully 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).

In order to give effect to the above, the following questionnaire must be completed.

Tenderers are to
circle applicable

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 audi alteram partem 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	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Bid 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	No
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	No
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	No
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	☐ No
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

T2.2.10 MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

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.

The following 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.

In order to give effect to the above, the following 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, in response to the invitation for the bid made by the Ray Nkonyeni Municipality: Community Services Cleansing and Waste Management Unit, do hereby make the following statements that I certify to be true and complete in every respect:

- 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. (³Joint 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.)
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;
 - 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.
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.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

T2.2.11 TENDERER'S EXPERIENCE: EVALUATION SCHEDULE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

T2.2.12 PROPOSED ORGANISATION and STAFFING

Refer to Clause F3.11.9 for Quality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

T2.2.13 KEY PERSONNEL: EVALUATION SCHEDULE

The experience of each key staff member in relation to the scope of work will be evaluated from three different points of view:

1. Level of education and training.
2. General experience (total duration of professional activity) and positions held of each discipline.
3. The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

CVs of the proposed Contracts Manager, Site Agent and Foreman of not more than two A4 pages must be attached to this schedule. These three (3) positions will be referred to hereafter as "The Assigned Staff Members."

1. Each CV should be structured under the following headings per the template provided:
2. Personal particulars (name, date and place of birth, place (s) of tertiary education and dates associated therewith, professional awards)
3. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
4. Skills
5. Name of current *Employer* and position in enterprise
6. Overview of post graduate / diploma experience (year, organization and position)
7. Outline of recent assignments / experience that has a bearing on the scope of work

Should a Tenderer be awarded the contract, they are obligated to adhere to the "Assigned Staff Members" submitted in their tender. Only in exceptional circumstances will a deviation from the submitted personnel be accepted by Ray Nkonyeni Municipality. In such cases, replacement personnel will have to be approved by the Ray Nkonyeni Municipality.

The scoring of the experience of key staff will be as follows:-

ASPECT	CRITERIA	MAXIMUM PONTs
Qualification	Degree and above in Civil Engineering registered with Engineering Council of South Africa (ECsA) or a Professional Environmental Practitioner/Scientist registered with SACNSP	10
	Diploma in Civil engineering registered with Engineering Council of South Africa (ECsA) or relevant professional body / Professional Environmental Management Practitioner/ Scientist registered with SACNSP	5
	Degree in Civil Engineering registered with Engineering Council of South Africa (ECsA) or a Professional Environmental Practitioner/Scientist registered with SACNSP	0

Tenderers must attach certified copies of Qualification certificates.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirm that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

T2.2.15 OPERATIONAL PLAN

Refer to Clause F3.11.9 for Quality Points evaluation prompts (if applicable).

The Draft Operational Plan must address the requirements of the Waste License and outline the proposed approach to undertake the operations including health and safety aspects, the use of plant and resources for this Project.

The tenderer must attach his / her Operational Plan to this page.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

T2.2.16 PLANT and EQUIPMENT WHICH WILL BE PROVIDED BY TENDERER

Refer to Clause F3.11.9 for Quality Points evaluation prompts (if applicable).

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

- (a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Tenderer must provide the equipment listed as a minimum requirement in the project specification.

NAME : (Block Capitals)

SIGNATURE : DATE:

(of person authorised to sign on behalf of the Tenderer)

T2.2.17 **CONTRACTOR'S HEALTH AND SAFETY PLAN**

Refer to Clause F3.11.9 for Quality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the tenderer's perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer shall submit separately the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site-specific risks as mentioned under Part C.3: Project Specification. A generic plan will not be acceptable.

NAME : (Block Capitals)

SIGNATURE : DATE.....
(of person authorised to sign on behalf of the Tenderer)

T2.2.18 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Refer to Clause F3.11.9 for Quality Points evaluation prompts (if applicable).

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

Tenderers are
to Circle Applicable

- | | |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter: | YES NO |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | YES NO |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: | YES NO |

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

..

.....

..

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

..

.....

..

.....

..

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6. I confirm that copies of my company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHS 1993

Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

T2.2.19 **JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here.

T2.2.20 **RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: 8/2/RNM0553

Contract Title: Appointment of a Service Provider for Operations of the Oatlands Regional Landfill Site (GMB+)

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

R..... (In words
.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature (of person authorized to sign the tender) :

.....

Name (of signatory in capitals) :

.....

Capacity (of Signatory) :

.....

Name of Tenderer (organisation) :

.....

Address :

:

Witness:

Signature :

Name (*in capitals*) : :

Date :

Note: Failure of a Tenderer to complete and sign this form will invalidate the tender

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :
:

Witness:

Signature :

Name (*in capitals*) : :

Date :

C1.1: FORM OF OFFER AND ACCEPTANCE
C1.1.3: SCHEDULE OF DEVIATIONS

1. **Subject** :
- Details** :
- :
-
2. **Subject** :
- Details** :
- :
-
3. **Subject** :
- Details** :
- :
-

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

FOR THE TENDERER

FOR THE EMPLOYER

.....	Signature	
.....	Name (<i>in capitals</i>)	
.....	Capacity	
.....	Name and Address of	
.....	Organisation	
.....		
.....		
.....	Witness Signature	

.....	Witness Name	
.....	Date	

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015 3rd Edition), (short title "General Conditions of Contract 2015" or "GCC 2015") published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering.

(Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC to which it mainly applies.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

SCC 43 Penalty for Delay

In addition to the delay to completion a penalty will be for non-compliance or non-delivery of the service standards required in terms of the project specification. The penalties will be as stated in the project specification.

SCC 8.3 Insurances

In addition to his insurance obligations in terms of this clause, the Operator (at his cost) shall affect and keep in force a separate all risks insurance policy covering all Employer-supplied infrastructure and equipment. The wording of such policy shall be to the Employer's satisfaction and the sum insured shall at least be equivalent to the replacement value of such infrastructure and equipment, which value is estimated at R

10 000 000. The Operator shall affect such insurance on or before the date on which the Employer hands over such infrastructure and equipment to the Operator.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

Ref / Clause Number	Data
---------------------------	------

1.1.1.13 The Defects Liability Period, from the date of the Certificate of Completion, is: **Nil**.

1.1.1.14 The time for achieving Practical Completion, from the Commencement Date is: **36 months**.

The period as stated in CI 5.3.2, and the 7 days referred to in CI 5.3.3, are included in the above time for achieving Practical Completion.

1.1.1.15 The name of Employer is the **Ray Nkonyeni Municipality : Department Community Services**, as represented by the duly authorised delegate / committee.

1.1.1.16 The name of the Employers Agent/Engineer is: TGC Engineers.

1.1.1.26 The Pricing Strategy is by **Re-measurement Contract**.

1.2.1.2 The address of the Employer is:

<u>Physical</u> 10 CONNOR STREET, PORT SHEPSTONE 4240	<u>Postal</u> P O Box 5 PORT SHEPSTONE 4240
Telephone: 039 688 2147	
Fax: 086 218 7397	

1.2.1.2 The address of the Engineer is:

<u>Physical</u> Suite 6, 4 The Crescent, Westway Office Park, WESTVILLE, 3635	<u>Postal</u> P O Box 446 PAVILION 3611
Telephone: 031 265 1777	
Fax: 031 265 2727	
e-mail: graham@tgcengineers.co.za	

-
- 3.2.3 The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 6.3 Council approval in order to authorize any expenditure in excess of the Tender Sum.
- 5.3.1 The documentation required before commencement with Works execution are:
- Health and Safety Plan (refer to Clause 4.3)
Operating Plan
Security (refer to Clause 6.2)
Insurance (refer to Clause 8.6)
- 5.3.2 The time to submit the documentation required before commencement with Works execution is: **14 Days**.
- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.1.1.1 There are no non working days.
- 5.8.1 Summer periods 07:00 and 18:00 Winter period and 08:00 and 17:00
- The there are no special non-working days.
- 5.12.2.2 Rain Delays are not applicable to this contract
- 5.13.1 The penalty (per Day) for failing to complete the Works is :**R2500**.
- 5.14.1 **The requirement for achieving Practical Completion will be the removal of all staff and equipment off site refurbishment of the offices and handing over of all records.**
- 5.16.3 The latent defect period is: **Nil**.
- 6.2.1 For contracts of value greater than R10,000,000.00 (incl) the liability of the Guarantee shall be 10% of the Contract Sum, up to the issue of the Certificate of Completion.
- 6.8.2 Contract Price Adjustment Factor: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:
- $x = 0.10$
 - The base month will be the month prior to the month in which tenders close.

INDEX	STATS SA Statistical Release	Table	Description	Coefficient
• "L" is the "Labour Index"	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	a = 0.49
• "P" is the "Contractor's Equipment Index"	P0151.1	Table 4	Plant and Equipment	b = 0.41
• "M" is the "Materials Index"	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	c = 0
• "F" is the "Fuel Index"	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	d = 0.10

6.8.3 Price adjustments for variations in the costs of special material(s) will not be allowed.

6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is: nil

6.10.3 **Retention Money:** Delete the word "selected". The percentage retention on the amounts due to the Contractor is nil.

8.6.1.1.1 **Insurance of the Works:** In determining a value for insurances the value used shall be one third of the Contract price.

8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is: **NIL**.

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: **NIL**.

8.6.1.2 SASRIA (Riot) Certificate to be issued in joint names of Council and Contractor for the value of the works as described for the Insurance. (including VAT).

8.6.1.3 The limit of indemnity for liability insurance is: **R1,000,000**.

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

- | | | |
|--|--|--------------------|
| a) <u>Third Party Insurance (Public Liability)</u> | | |
| (i) | Minimum amount for any one occurrence, unlimited as to the number of occurrences for the period of the contract, inclusive of the maintenance period. | R1,000,000 |
| (ii) | Consequential loss to be covered by policy. | YES |
| (iii) | Liability section of policy to be extended to cover blasting. | NIL |
| (iv) | Maximum excess per claim or series of claims arising out of any one occurrence. | R20,000 |
|
 | | |
| b) <u>Third Party Insurance (Public Liability resulting from Vibration and / or removal of Lateral Support)</u> | | |
| (i) | Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damages of loss caused by vibration and/or removal of lateral support. | R2,000,000 |
| (ii) | Maximum first excess. | R10,000 |
|
 | | |
| c) <u>Principal's own surrounding Property Insurance</u> | | |
| (i) | Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property. | R10,000,000 |
| (ii) | Maximum first excess. | R10,000 |
|
 | | |
| d) <u>Insurance of Works</u> | | |
| (i) | Minimum amount for additional removal of debris (no damage). | NIL |
| (ii) | Minimum amount for temporary storage of materials off site, excluding Contractor's own premises. | NIL |
| (iii) | Minimum amount for transit of materials to site. | NIL |

8.6.5 "Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

<u>Contract Price</u>		<u>First Loss</u>
Less than	R 100,000	R 5,000
R 100,000 ≥	R 500,000	R 10,000
R 500,000 ≥	R 1,000,000	R 20,000
R 1,000,000 ≥	R 2,000,000	R 30,000
R 2,000,000 ≥	R 4,000,000	R 40,000
Greater than	R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."

10.5.1 Dispute resolution is to be by means of ad-hoc adjudication.

10.5.3 The number of Adjudication Board Members to be appointed is: **NIL**.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

ADDITIONAL INFORMATION

COMMERCIAL BANK ACCOUNT DETAILS

Bank

Branch

Account No.

Name under which account is operated:

C2.1: PRICING INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to F.1.2 of the Tender Data).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the Standard Engineering Specifications referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of C2.1.8.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

Clause 8 of each Standard Engineering Specification, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected;
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section (Section 1) is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part A : General Specification
- Part AH : Occupational Health and Safety

(a) Fixed Charge Items

Each item should be priced separately and, subject to the Engineer certifying in terms of Clause 6.7 of the General Conditions of Contract that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

(b) Time Related Items

Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of Clause 5.5 of the General Conditions of Contract. The final monthly increment will only be paid upon the issue of a completion certificate.

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

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
.....	

We hereby quote / tender for the following: Appointment of a service provider for Operation of the Oatlands Regional Landfill Site for a period of three years

- This quote/tender is valid for a period of 120 Days.
- These prices quoted are non firm
- Escalation will be made annually based on the average CPI of each completed year of the tender awarded

C2.2 : BILL OF QUANTITIES

RAY NKONYENI MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR OPERATIONSOFTHE OATLANDS REGIONAL
LANDFILL SITE (GMB+)
CONTRACT № 8/2/RNM 0553

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT INCLUDING VAT
1		SECTION 1: PRELIMINARY AND GENERAL				
1.1		Fixed Charges				
1.1.1	8.3.1	Contractual requirements	Sum	1		

1.1.2		Establishment of facilities on site	Sum	1		
1.1.3		Operating Plan: Compile & Complete				
1.1.3.1		Compile and complete comprehensive operating and maintenance manual and updating every 6 months as may be required	Sum	1		
1.1.4		Preparation of Health & Safety Plan	Sum	1		
1.2		Time Related Charges				
1.2.1	8.4.1	Contractual requirements	Month	36		
1.2.2		General responsibilities	Month	36		
1.2.3		Recycling Containers				
1.2.3.1		240 litre fluorescent tube drum including disposal to a hazardous disposal waste facility (disposal once every six months)	Month	36		
1.2.3.2		40 litre E-waste container including disposal to a hazardous waste facility. (Disposal once per three months)	Month	36		
1.2.3.3		20 litre Battery container including disposal to a hazardous waste facility. (Disposal once every three months)	Month	36		
1.2.4		Updating Operating Plan every 6 months	No.	6		
1.2.5		Health & Safety Audits	Month	36		
TOTAL CARRIED FORWARD						
BROUGHT FORWARD						

1.3		Provisional Sums				
1.3.1		Clean and paint site office, weighbridge and workshop at end of contract	Prov. Sum	1		
1.3.2		Fence repairs	Prov. Sum	1		
1.3.3		Maintenance and repairs to Municipal pumps	Prov. Sum	1		
1.3.4		Reinstate block paved road surface	Prov. Sum	1		
1.3.5		Repairs to cut-off drain and channels	Prov. Sum	1		
1.3.6		Treatment of contaminated stormwater	Prov. Sum	1		
1.3.7		Hire of local labour for alien vegetation removal	Prov. Sum	1		
1.3.8		Weighbridge maintenance and assizing	Prov. Sum	1		
1.3.9		Fuel for pumps	Prov. Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						
2		SECTION 2 – ACCEPTANCE AND DISPOSAL OF WASTE				
		Acceptance and disposal of wastes emanating from account holders in terms of PLO.8.11 and 8.12 as follows:				
2.1		For the first 400 tons or part thereof per operating week	Week	156		
2.2		Rate per ton for the acceptance and disposal of wastes within each of the following ranges:				
2.2.1		401 to 450 tons per operating week	ton	1200		

2.2.2		451 to 500 tons per operating week	ton	1000		
2.2.3		501 to 550 tons per operating week	ton	2500		
2.2.4		551 to 600 tons per operating week	ton	2000		
2.2.5		601 to 650 tons per operating week	ton	7500		
2.2.6		651 to 700 tons per operating week	ton	7500		
2.2.7		701 to 750 tons per operating week	ton	6000		
2.2.8		751 to 800 tons per operating week	ton	6000		
2.2.9		801 to 900 tons per operating week	ton	8000		
2.2.10		901 to 1000 tons per operating week	ton	4000		
2.2.11		1001 to 1100 tons per operating week	ton	2500		
2.2.12		1101 to 1200 tons per operating week	ton	1000		
2.2.13		1201 to 1300 tons per operating week	ton	1500		
2.2.14		1301 plus tons per operating week	ton	1500		
TOTAL CARRIED FORWARD TO SUMMARY						
3.1		SECTION 3 : MISCELLANEOUS ROUTINE REQUIREMENTS Rate for acceptance and handling of waste such as builders' rubble and the like from account holders which is suitable for cover material and/or construction of temporary site roads in terms of PLO.8.1.3	ton	18000		

3.2		Per operating hour rate for variations in operating hours ordered by the Engineer in terms of PLO.8.5	hour	3000		
3.3		Re-gravel existing roads, 150 mm thick layer gravel imported from borrow pit on site, stabilised with 4% lime (Provisional)	m ³	720		
3.4		Excavate cover material from borrow area on site (indicated by Engineer) and transport to stockpile areas (Provisional) (Payment will only be made on written instruction by the Engineer)	m ³	25 000		
TOTAL CARRIED FORWARD TO SUMMARY						
4.1		SECTION 4 : RECYCLING ITEMS To be used on the instruction of the Engineer only Extra-over per ton rate to compensate Operator for his additional duties in respect of recycled waste in terms of PLO.8.8.1 Provisional – to be expended only on implementation of the recycling facility by the Employer	tons	40 000		
TOTAL CARRIED FORWARD TO SUMMARY						

- **Required by:**.....
At:
 - **Brand and model**
.....
 - **Country of origin**
.....
 - **Does the offer comply with the specification(s)?**
*YES/NO
 - **If not to specification, indicate deviation(s)**
.....
 - **Period required for delivery**
 - **Delivery:**
.....
- *Firm/Not firm**
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

PRO FORMA

DEED OF SURETYSHIP

TENDER No 8/2/RNM0553

WHEREAS Ray Nkonyeni Municipality (hereinafter referred to as "the Employer") entered into, on the

.....day of 20.....

a Contract with.....

(hereinafter called "the Operator") for the operation of the Regional Sanitary Landfill Site at Oatlands.

AND WHEREAS it is provided by such Contract that the Operator shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor.

AND WHEREAS
has/have at the request of the Operator, agreed to give such security:

NOW THEREFORE WE,
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Operator of all the terms and conditions of the said Contract for the contract period, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Operator.
3. This guarantee shall remain in full force and effect until the issue of a certificate by the Engineer to the effect that the Operator has fulfilled all his duties and obligations under the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of.....
.....
(R.....).

5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at ...
.....

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of.....20..... .

As witnesses:

- | | |
|---------|---|
| 1. | Signature |
| 2. | Duly authorised to
sign on behalf of |
| | Address |
| | |

RAY NKONYENI MUNICIPALITY

TENDER No 8/2/RNM0553

FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

PART C3 : SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 DESCRIPTION OF WORKS

The contract covers the operation of the Oatlands landfill for a period of three years. The site is located on the KwaZulu-Natal South Coast a few kilometres inland from Ramsgate. The work is specialised and tenderers must have experience.

Details of the works are: -

1. Operation of the site for a period of thirty-six (36) months. During this period, it is anticipated that the site will:
2. Receive approximately 45,000 tonnes of waste per year made up as follows: -

Inert / Rubble	6,500 t
Domestic waste	29,800 t
Garden Refuse	8,700 t

3. Approximately 9000m³ of cover material will be required.
4. Leachate production will be in the order of 2 l per second.

C3.1.2 DESCRIPTION OF SITE AND ACCESS

The site of the works is the Oatlands landfill located approximately 3,0 km west of Ramsgate. Access is from the R102 via the Uvongo or Ramsgate intersections turning eastward and crossing the main road after which local roads can be followed to the site.

Refer to Item C4.1: Locality Sketch.

C3.2: PROJECT SPECIFICATION

PREAMBLE

In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item

C3.2.1 GENERAL

PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

PS.1.1 Operational Plan

The Contractor shall be required to prepare and operation plan for the site.

In preparing the plan the contractor shall be deemed to have allowed fully in his planning and tendered rates and prices for all possible impacts due to normal adverse weather conditions (refer to Clause 5.12.2.2).

PS.2 SERVICES AND INFRASTRUCTURE

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

PS.2.1 Existing Services and Infrastructure

The Tenderer's attention is drawn to the existing services in the area, including infrastructure installed as part of previous works in particular for Cells 1 to 4B. Although every effort has been made to depict the services and infrastructure accurately the positions shown must be regarded as approximate. The infrastructure includes liner layers leachate gas and stormwater pipes and drains.

PS.3 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.3.1 Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or were directed by the Engineer.

PS.3.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS.3.3 Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in C3.4: Particular Specifications, will be adhered to.

PS.4 OCCUPATIONAL HEALTH AND SAFETY

PS.4.1 General Statement

When considering the safety on site the Contractor's attention is drawn to the following:

- (1) The area of work is within an operational landfill with heavy plant and trucks working in the vicinity of the site.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of Section 37(2) of the Occupational Health and Safety Act.

PS.4.2 Health and Safety Specifications and Plans to be submitted at tender stage

PS.4.2.1 Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Part C3.4: Particular Specifications.

In addition to this specification the following risks associated with working on or within the vicinity of a landfill are: -

- The Oatlands Landfill is an operational site and, as such, large amounts of **LANDFILL GAS** (containing methane) may be generated within the site. The Contractor and staff are warned against the risk of **EXPLOSIVE ATMOSPHERES** on site because of the presence of landfill gas and dissolved methane in the **LANDFILL LEACHATE**.
- **NAKED FLAMES AND SMOKING ARE NOT PERMITTED** anywhere on the site and due care must be taken, in compliance with all the laws, when working on the site. Operations resulting in spark, ignition, flames etc. must be strictly supervised and all workmen appropriately warned of the risks.
- **DUE CARE AND DILIGENCE** should also be exercised when work is carried out in the vicinity and/or adjacent to the disposal operations.
- **ALL LIQUIDS** emanating from the landfill and surroundings are deemed to be **DANGEROUS**. Thus, no liquid may be collected or used for any purpose, whatsoever.
- For health and safety reasons, **NO SALVAGING** (scavenging) of any materials deposited on the landfill will be permitted. The Contractor is to ensure that all his workers as well as his Subcontractors comply with this requirement. Failure to do so will be sufficient grounds to remove persons off site who are in contravention of any of the above.
- **NO ENTRY** into enclosed areas without the use of methane and oxygen monitor is allowed, due to the presence of landfill gas, which can cause asphyxiation.
- Extreme caution and maximum supervision is required when working in enclosed areas or trenches.
- **NO ENTRY** into any **MANHOLES** on site by the Contractor or any other persons shall be permitted without the written approval by the Ray Nkonyeni Municipality who must be satisfied by the abovementioned persons that all safety precautions and requirements will be complied with for working in or entering these manholes.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY THAT ALL STAFF IS AWARE OF THE ABOVE SAFETY WARNING.

PS.4.2.2 Tenderer's Health and Safety Plan

At tender stage only a brief overview of the tenderer's perception on the safety requirements for this contract will be adequate. This will be attached to Part T2.2: List of Returnable Schedules, Forms and Certificates: Form T2.2.18 Contractor's Health and Safety Plan.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in Part T2.2: List of Returnable Schedules, Forms and Certificates: Contractor's Health and Safety Plan.

The detailed safety plan will take into consideration the site-specific risks as mentioned under PS.10.1 and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

A generic plan will not be acceptable.

PS.4.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

C3.3 : STANDARD SPECIFICATIONS

C3.3.1 The Standard Specifications on which this contract is based are the South African National Standards (SANS) 1200: Standardised Specification for Civil Engineering Construction (hereafter referred to as the Standard Engineering Specifications). This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

Part	Description
A	General Specifications

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PSA GENERAL

PSA-5.7 Safety

- ***Add the following:***

The Contractor will refer to Particular Specifications, for the OHSA 1993 Safety Specification entitled Occupational Health & Safety Unit Specification

- ***and:***

“The Contractor shall provide security watchmen and all measures necessary to secure the works for the contract as he deems fit. The cost thereof will be deemed to be included in the relevant rates tendered. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

The Contractor shall also take cognisance of the fact that the site is a hazardous area and effective protective equipment must be provided and precautions implemented during the contract. Methane gas is present and workers must not enter confirmed spaces without ventilation and other safety equipment. Smoking must be prohibited within the site area.

PSA-5.9 Site Diary

A site diary in triplicate format, which shall be supplied by the Contractor must be filled in on a daily basis and submitted to the Engineer on a weekly basis. No claims will be considered without the site diary's schedules properly completed (on a daily basis) and submitted.

PSA-8.5 Sums stated provisionally by Engineer

(i) Environmental Management Plan Audits

The sum covers the cost of Environmental Construction Management Plan audit by an independent Environmental Professional as ordered by the Engineer.

- (ii) Clean and paint Site Office, Weighbridge and Weighbridge Office at the end of the contract. The scope of the work will be agreed by the Engineer.
- (iii) Fence Repair: Allowance for adhoc repairs to the existing fences when required. Operator will be required to obtain three quotes.
- (iv) Maintenance and Repair of RNM Pumps: Allowance to cover repairs and services.
- (v) Reinstatement of Block Paved Road Surface: Reinstatement only to be undertaken on the instruction of the Engineer.
- (vi) Repair to Cut off Drain and Channel: Repairs to be undertaken on the instruction of the Engineer.
- (vii) Weighbrige Assizing and repairs
- (viii) Establishment of a shredding facility.

C3.4 : PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract.

C3.4.1 Part AH - OHSA 1993 Safety Specification

C3.4.2 Environmental Management Programme for Oatlands Landfill Site – August 2014

C3.4.3 Part PLO – Landfill Operations

3.4.1: PART AH - OHS 1993 SAFETY SPECIFICATION

C3.4.2 ENVIRONMENTAL MANAGEMENT PROGRAMME FOR OATLANDS LANDFILL SITE

PART PLO : LANDFILL OPERATIONS

CONTENTS

PLO.1	SCOPE
PLO.2	DEFINITIONS
PLO.3	GENERAL
PLO.4	PLANT
PLO.5	LABOUR
PLO.6	MATERIAL
PLO.7	OPERATIONS
PLO.8	MEASUREMENT AND PAYMENT

PLO.1 SCOPE

This specification covers the operation of a landfill site. It describes the plant, labour and procedures required to effectively operate the site and details the operational requirements.

PLO.2 DEFINITIONS

The following words and phrases shall have the meanings hereby assigned to them, except where the context otherwise requires:

- PLO.2.1 Account Holder** means any natural or juristic person or partnership defined as an account holder in Clause PLO.3.1 of this document, who will (or may) deliver solid waste to the site for acceptance and disposal by the Operator under this contract.
- PLO.2.2 Approved, Authorised, Ordered, Directed, Accepted and Rejected** means approved, ordered, directed, accepted or rejected by the Employer or the Engineer.
- PLO.2.3 Casual User** means any natural or juristic person or partnership, other than an account holder, who delivers solid waste to the site for acceptance and disposal by the Operator under this contract.
- PLO.2.4 Commencement Date** means the date on which the Operator shall commence his mobilisation and establishment on the site.
- PLO.2.5 Commencement of Operations** means the date on which the Operator shall commence with the acceptance and disposal of solid waste at the site and the operation of the site as a whole.
- PLO.2.6 Contract Period** means the period over which the Operator shall carry out and complete all his duties and obligations in terms of the contract documentation. The contract period is stipulated in the Appendix, and it shall commence on the date of award.
- PLO.2.7 Cover or Cover Material** means soil with which the solid waste in the landfill is to be covered in the manner specified in the contract documentation.
- PLO.2.8 Engineering Infrastructure** means all buildings, permanent roads, water mains, sewers, pipework and plumbing, fences, walls, gates, concrete or brick installations, paved surfaced, electrical installations, cables and powerlines, telephone lines and cables, and similar installations on, over and beneath the site. The term specifically

excludes any temporary work of an engineering nature which may be executed by the Operator.

PLO.2.9 Landfill or Landfilling shall have the meaning assigned to it in Clause 2.1 of the document entitled "Minimum Requirements for Waste Disposal by Landfill" (*Second Edition 1998*) published by the Department of Water Affairs and Forestry.

PLO.2.10 Operating Week means any week from 00:00 Monday to 24:00 on the following Sunday.

PLO.2.11 Operator means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer.

PLO.2.12 Site Conditions means all conditions, aspects, matters, occurrences, events and things that pertain to or relate to or occur at or are connected with the site. Site conditions shall include, but not be limited to, the following: -

- All weather and weather-related conditions of any description and seismic events.
- All subsurface conditions and geotechnical matters of any description.
- The morphology of all rivers, streams and watercourses traversing the site.
- The extent, availability and types of topsoil encountered on the site.
- The incidence, extent and growth of trees, bush, grass and other vegetal matter on the site.
- Deviations of natural and artificial ground levels from those shown on the drawings.
- All access to, from and over the site.
- All obstructions, whether natural or artificial.
- All engineering infrastructure on the site, whether at, above or below ground level and whether shown on the drawings or not.
- The availability and reliability of water, electric power, sewage disposal and other services required for the execution of this contract.
- All labour related matters of any description except where specifically stated to the contrary in the contract documentation.
- Local conditions in so far as they relate to or affect accommodation, labour and other aspects of this contract.

PLO.2.13 Site Layout and Development Plan shall have the meaning assigned thereto in Clause 8.2.3 of the document entitled "Minimum Requirements for Waste Disposal by Landfill" (*Second Edition 1998*) published by the Department of Water Affairs and Forestry;

PLO.2.14 Site Operational Plan shall have the meaning assigned thereto in Clause 10.2.3 of the document entitled "Minimum Requirements for Waste Disposal by Landfill" (*Second Edition 1998*) published by the Department of Water Affairs and Forestry (refer also to paragraph PLO.7.5).

PLO.2.15 Operating Plan shall be a plan developed by the Operator covering their plans to operate the Site in accordance with the Site Layout, Development Plan and Site Operating Plan (Refer also to paragraph PLO.7.5).

PLO.3 GENERAL

PLO.3.1 Description

This Contract covers the operation and maintenance of the existing Oatlands Landfill situated approximately 5 km west of Margate, for a contract period as stipulated in the Appendix.

Its location and extent are shown on the Locality Plan and Drawings respectively. The landfill has been planned to accept refuse of a primarily municipal nature emanating from the following local authorities, which are referred to collectively as the “account holders”:-

- Ray Nkonyeni Municipality.
- Any other local authority or similar body that the Employer may nominate during the contract period.

In addition, the Operator will be required to accept and dispose of refuse such as garden wastes, builder’s rubble and other wastes delivered to the landfill site by what are termed “casual users”.

The Operator will **not be permitted to accept any toxic and/or hazardous wastes** of the type normally disposed of in a higher category landfill.

The engineering infrastructure for the landfill site will be handed over to the Operator on the date stipulated in the Appendix. The Operator will be allowed the period between the commencement date and the commencement of operations date stipulated in the Appendix to commence and complete his mobilisation and site establishment and to provide the guarantees required in terms of the Conditions of Contract.

Cover material to enable operation of the landfill shall be stockpiled in the area(s) designated by the Engineer. Such cover material shall be derived from designated borrows. Each time the stockpile(s) nears depletion during the tenure of this contract, the Operator will inform the Engineer, who will indicate the position from where material can be excavated. An item has been provided in the Schedule of Rates and Prices for the excavation and transport of material to the stockpile areas. The Operator will be responsible to provide the required machinery to excavate and transport the material to the stockpiles. The Operator will be responsible for designating tipping points in the stockpile area, shaping, etc. of the stockpile(s) and the management thereof, and the subsequent loading, transport and spreading of the cover material in accordance with the stipulations of the Operating Plan.

It is anticipated that further works to develop the site may be undertaken by others under separate civil engineering contracts during the Operations contract. The Contractor will co-operate with the other contractors facilitating access to the area of works.

PLO.3.2 Scope of Work

The Operator's principal duties will comprise the following, as further detailed elsewhere in the contract documentation: -

- Acceptance of all solid waste delivered to the site, currently estimated at between 40 000 and 45,000 tonnes per 12-month period and the disposal thereof to landfill in accordance with the operations plan and other requirements stipulated in this contract.
- Operation of the weighbridge and associated computerised system.
- Supply, installation and updating from time to time of a notice board at the entrance to the site listing the tariffs applicable to casual users.
- Provision of weekly records to the format stipulated by the Engineer to enable the Employer to bill the account holders.
- The collection of payments made by casual users; the Operator will be required to pay these amounts to the Municipal Finance Department.
- Maintenance of all cut-off drains on-site, permanent gravel site roads (including grading thereof), litter fences (including the supply and erection hereof) and the perimeter fence, buildings (inclusive of all plumbing and electrical installation) and the grassed/shrubbed areas in the vicinity of the entrance to the site.
- Forming and maintenance of all temporary site roads to the working face of the landfill, and the subsequent obliteration thereof.
- Operation, management and maintenance of the leachate and contaminated surface runoff systems, inclusive of disposal of leachate and contaminated surface runoff by irrigation to completed surfaces of the landfill.
- Maintenance of the entire site in a neat, tidy and aesthetically acceptable condition at all times.
- Attendance of meetings held by the Monitoring Committee and implementation of that Committee's requirements. These meetings will be held at approximately two monthly intervals.

The Operator will not be responsible for the services and/or services to the infrastructure supplied by the Employer as described in PLO.7.4.

PLO.3.3 Legislation Waste Management Licence, etc.

The operation of the landfill site must be in compliance with the WML (currently on review process). If there is any serious breach identified, the Ray Nkonyeni Municipality reserves the right to seek suitable compensation and the contractor will be held responsible for the legal implications.

Throughout the tenure of the contract the Operator shall strictly comply with:-

-The provisions of the National Environment Management: Waste Act 2008, (Act 59 of 2008) and any subsequent amendments/regulations promulgated thereunder.
-The stipulations contained in the Waste Management Licence (hereinafter referred to as the “WML”) issued by the Department of Environmental Affairs and any modifications made thereto, in terms of the abovementioned legislation.
-National Norms and standards for disposal of waste to Landfill Government Notice 36784.
-The applicable provisions contained in the document entitled “Minimum Requirements for Waste Disposal by Landfill (Second Edition 1998) published by the Department of Water Affairs & Forestry (hereinafter referred to as the “Minimum Requirements”), insofar as those provisions are applicable to this contract and are not amended by the contract documentation.
-
The Operator shall be the Responsible Person in terms of the Permit and the Minimum Requirements.

In the event that there is a conflict between any stipulation in the foregoing documentation and the contract documentation, then the relevant stipulation of the foregoing documentation shall take precedence over the contract documentation and shall be binding on the Operator unless the provision(s) contained in the contract documentation impose a more stringent requirement(s) and/or obligation(s). In the latter circumstances, the relevant provision(s) of the contract documentation shall prevail.

One complete copy of the foregoing documents and the contract documentation shall be kept on site at all times.

PLO.4 PLANT

The Operator shall supply all plant and equipment required for the execution of the contract and it will be his (the Operator's) responsibility to ensure that such plant and equipment are adequate in all respects to ensure compliance with terms and conditions of the contract.

In addition to the landfilling operations the Contractor shall when required supply the appropriate plant for the maintenance of internal gravel roads both permanent and temporary.

The following major plant items will be regarded as a minimum requirement.

- One 24 tonne landfill compactor.
- One excavator or equivalent.
- One 6m³ double differential tipper truck.
- One TLB.
- One 5000 litre towable water tanker equipped with a spray bar and a suitable petrol driven pump to fill it and to discharge the contents of the tanker into the irrigation system together with the appropriate valving system and pipe couplings.

The Operator shall give details of contingency plans for standby plant to be provided in the event of breakdowns. Items of plant may be out of service no longer than 72 hours, should the repairs be longer than this the operator must arrange an equivalent replacement plant to be on-site within 72 hours of the initial breakdown for the duration of the repair.

The tenderer shall submit full details of all the plant and equipment, inclusive of age or running hours (as applicable), that he undertakes to provide for the contract on the appropriate data sheets at the end of this section.

The tenderer shall also provide details as to whether each item of such plant and equipment is (or will be) owned by him, or is (or will be) the subject of a hire purchase agreement or will be hired by him.

The Operator, by virtue of his tender, unequivocally guarantees that all plant and equipment, to be supplied by him in terms of the relevant data sheets and in terms of the contract, will be on site on or before the commencement date for operation of the site, and that such plant and equipment will remain on the site for the duration of the contract unless: -

- It becomes necessary to remove any specific item for purposes of maintenance and/or repairs.
- A specific item of plant and equipment has been replaced.
- It is plant hired to cater for the higher tonnage's delivered to site during holiday seasons, in which case such hired plant shall remain on site for the full holiday season concerned.
- It is plant hired for purposes of temporary road construction and/or maintenance.

PLO.5 LABOUR

The Operator shall for the full duration of the contract period, be entirely responsible at his cost for the employment of properly trained, competent personnel in sufficient numbers to implement the safe efficient operation and maintenance of the landfill and its ancillary/associated infrastructure/facilities.

No on-site housing is available for the Operator's employees, and the Operator will not be permitted to house or accommodate any of their employees on site at any time during the contract.

The Operator shall be responsible for the provision of all tools, plant and equipment, office furniture, safety clothing (PPE) to meet the requirements of the OHAS Act, stationery and other consumables and things necessary for such operation and

maintenance; and the Operator shall bear all running costs thereof. All software that the Operator may require shall be supplied by him at his own cost.

PLO.6 MATERIAL

Other than cover soil no construction materials are required to operate the site.

PLO.7 OPERATIONS

PLO.7.1 General

The contractor will be required to commence site operations as soon as the site is handed over. The contractor will assume full responsibility for the site and will operate it in accordance with the Site Layout and Development Plan and the Site Operational Plan and will be held responsible for non-compliance of the License condition, the most important of which are: -

- i) Daily covering of waste.
The deposition of waste must be controlled to limit the need to push into position for covering. The thickness of the waste layer should be approximately 1000mm and the thickness of the cover layer is approximately 150mm. Approximately 125 tonnes of waste is deposited each day. Material suitable for use as cover must be stockpiled separately. To allow recycling the operator will allow approved recyclers to recover material from the waste however this may only take place until such time it is necessary to push the waste into the cell for covering.
- ii) Restricting access to the site.
- iii) Controlling leachate such that the leachate ponds and contaminated stormwater dam is kept at least 0,5m below the overflow level.

Throughout the contract the Operator shall comply with: -

- i) The provision of the National Environment Management Waste Act 2008 (Act 59 of 2008) and subsequent amendments/regulations thereto.
- ii) The applicable provisions of the document entitled "Minimum Requirements for Waste Disposal by Landfill" (*Second Edition 1998*) in so far as these provisions are applicable to this contract. The Operator shall be the Responsible Person in terms of the Minimum Requirements.
- iii) The Waste License issued for the site.

PLO.7.2 Operating Hours

Solid Waste shall be accepted at the site every day of each week including all public holidays during the following hours:-

Operating hours Summer Period 01 October – 31 March 07:00 to 18:00

Winter Period 01 April – 30 September 08:00 to 18:00

The Engineer shall, after giving reasonable written notice to the Operator, have the right to vary such operating hours (but not the operating days), and compensation for such variation shall be effected in the manner stipulated in Clause PLO.8.8.

It is anticipated that the bulk of the refuse emanating from account holders will be delivered to site on Mondays to Fridays, and that the refuse to be accepted and disposed of on Saturdays and Sundays will consist mainly of garden wastes and other refuse delivered by casual users. It is stressed, however, that the Employer makes no warranties in this respect, and the Operator shall operate the facilities such that any type of refuse (other than toxic and/or hazardous wastes) can be accepted and disposed of in accordance with the specified requirements at any time within the operating hours and days stipulated above.

The breakdown of **total** tonnage of waste is given in the table below: -

Type	Account Holders	Casual Users
Domestic	26 746	2 971
Garden	1 848	6 877
Soil & Rubble	212	6 313
TOTAL	44 968	

PLO.7.3 Site Services Provided by Employer

The following services are available to the site: -

- i) 50mm Water connection linked to both the Guard House and Office.
- ii) Electrical Supply: 3 phase power links to the Workshop, Office and Guard House.
- iii) Sewage conservancy/septic tanks for Guard House and Office.

Buildings include: -

- a) Offices : A six-room brick and tile office (converted from a house with ablution served by septic tank and soakaway).
- b) Workshop : A structural steel structure with sheet roof and sides.
- c) Guard House : A brick and tile Gate House at the weighbridge including an ablution.
- d) Recycler Store : A converted container for recycling.

Throughout the tenure of the contract, the Operator will be responsible for: -

- The direct payment of all accounts rendered in connection with the water, structure and electrical supply.
- Emptying the septic tanks.
- The maintenance of all of the aforementioned services in a sound working/functional order.

PLO.7.4 Other Employer Supplied Engineering Infrastructure

In addition to the infrastructure connected with the site services dealt with under Clause PLO.7.3 above, the following are also supplied by the Employer.

- A perimeter fence round the site together with its associated gates.
- A weighbridge and control equipment (software package provided).
- The access road and permanent gravel roads shown on the drawings.
- The stormwater management infrastructure shown on the drawings.
- A pond in the area below the landfill, from which the Operator will be entitled to abstract non-potable water for dust control, irrigation water and the like. Should the yield of this dam prove to be insufficient to meet the needs of the contract, then the Operator shall at his cost, obtain and transport to the site such additional non-potable water as may be required.
- The leachate collection and leakage detection systems, comprising the leachate collection and leakage detection drains shown on Drawing № 51021/P2A and two lined leachate storage ponds.
- The subsoil drainage systems are shown on Drawing № 51021/P4A.
- The contaminated run-off collection system comprising surface channels and clay lined pond.
- A leachate pumping system comprising three pumps in series and four storage tanks.

Except where it is specifically stated to the contrary in the contract documentation, the Operator will be responsible for the maintenance of and repairs to all such infrastructure during the tenure of the contract at his cost.

PLO.7.5 Site Layout and Development Plan and Cover Material

The landfill site will be developed in six phases. Refer Conceptual Plan 51021/P1A. Only the first floor phase and phase 4 are of immediate relevance to this contract, and they are as follows:

- Phase 1, which had an airspace of 113 000 m³ and an area of 10 000 m² and where the disposal of landfill has been completed. Phase 1 has a full intermediate covering layer and will not be used. Filling was completed July 2000.
- Phase 2, which had an airspace of 220 000 m³ and an area of 18 000 m² and where the disposal of landfill has been completed.
- Phase 3, which had an airspace of 390 000 m³ and an area of 23 000 m² and where the landfilling operations are complete.
- Phase 4 of which Phase A & b have been developed. Phases A and B have been filled and a temporary cell was developed to accommodate waste whilst the next cell 4C was developed. This latter cell has been handed over to the Municipality and whilst this is being filled Cell 4C (2) will be developed.
- The site layout plans for Phase 4C are shown on the drawings contained in Section C.3.5 of the contract documents. Sufficient cover material to enable operation for a period of the contract is available from a borrow pit to the south of the waste body. When such cover material borrow pit area nears exhaustion, Operator shall inform the Engineer who will either indicate to the Operator the positions from where cover material can be excavated and stockpiled to enable the operation.

During the course of the contract the Employer will implement future phases of the site development in such a manner that there will be minimum disruption to the Operator's activities in connection with the acceptance and disposal of solid waste at the site.

The onus will be on the Operator to give the Engineer:

- At least 8 weeks written notice of the date on which he (the Operator) anticipates that the borrow pit cover material provided for Phase 4C operation will be depleted.
- At least 50 weeks written notice of the date on which the Operator anticipates that the airspace available for Phase 4C development will be fully utilised.

Should the Tenderer require further information in respect of the site development plan for the various phases of development, he shall contact the Engineer prior to closing of tenders.

PLO.7.6 Site Operating Plan

The Operator will develop a site operating plan, subject to approval by the Engineer, for the Phase 4C development of the site during the period that the Operator establishes himself on the site. This Operating Plan will be based on the Site Layout, Development Plan and Site Operational Plan together with the technical and other stipulations of the contract documentation. The Operator will be responsible for the implementation of such Operating Plan, which shall be deemed to form a part of the contract documentation. The Operating Plan will need to take into account the new Phase 5 once that phase is fully developed and operational.

During the tenure of the contract, the Operating Plan will be reviewed and updated at 6 monthly intervals, if necessary, to take cognizance of factors such as the further site development, site conditions actually encountered, the nature and volumes of solid waste actually delivered to the site, pollution control, the rate at which the cover material stockpile(s) are being depleted and other matters.

PLO.7.7 OPERATING PERSONNEL

PLO.7.7.1 General

Throughout the tenure of the contract, the Operator shall be entirely responsible for the Employment, deployment and training of suitable staff (inclusive of back-up and relief personnel) in sufficient numbers to operate the facilities and to maintain the site and the facilities in accordance with the provisions of the contract documentation.

The minimum staff requirements are dealt with under Subclauses 7.7.2 to 7.7.9 below:

PLO.7.7.2 Site Superintendent

The Site Superintendent shall be deemed to be the Operator's Representative, and any act of the Site Superintendent either generally or in respect of the contract shall, for purposes of the contract, constitute an act of the Operator. To this end the Site Superintendent, on his appointment, shall be authorized in writing (with a copy to the Engineer) by the Operator to:

- Supervise all activities carried out on the site in connection with the acceptance and disposal of solid waste.
- Act as the contact person in terms of the Permit and the provisions of the Minimum Requirements.
- Ensure implementation of all aspects of the contract documentation.
- Receive and implement the Engineer's instructions.
- Execute any other duties in connection with the contract that may be stipulated by the Operator.

It is stressed that such delegation by the Operator to the Site Superintendent shall not relieve the Operator of any liability in his capacity as the Responsible Person or of any of his obligations and duties in terms of the contract.

In addition to any requirements which may be stipulated in the Permit, the Site Superintendent shall at least be in possession of a Matriculation Certificate or its equivalent qualification, shall have had at least 12 months experience in the operation of one or more landfill sites and plant similar to that called for or to be deployed (as applicable) under this contract, shall be computer literate, and shall preferably be a member of (or be eligible for membership of) the Waste Management Institute.

Within 7 days of the date of award, the Operator shall notify the Engineer in writing of the name and qualifications of the person that he (the Operator) intends employing in this capacity. The employment of such person shall be subject to the approval of the Engineer, and the Engineer, shall have the right to interview the candidate with a view to establishing his suitability for the position.

Where applicable, the provisions of the preceding paragraphs shall also apply to any other site superintendent whom the Operator contemplates employing for this contract during the tenure thereof.

Except for unavoidable absence owing to illness, leave, attendance of monitor committee meetings and the like, the Site Superintendent shall be constantly on the site from Mondays to Fridays during the operating hours stipulated in Clause PLO.7.2 of Section 2. Unless otherwise required in terms of the Permit, the presence of the Site Superintendent will not be mandatory on Saturdays and Sundays provided that he shall be on call in the event of an emergency or any other matter which the Gate Controller is not in a position or is not qualified to attend to. Alternatively, the Operator will be entitled to employ a suitably qualified person to act as both Gate Controller and Site Superintendent on Saturdays and Sundays as provided for in Subclause PLO.7.7.3 below.

PLO.7.7.3 Gate Controller(s)

The presence of the Gate Controller at the entrance to the site is mandatory at all times during the operating days hours stipulated in Clause PLO.7.2 of Section 2. The Gate Controller's duties shall comprise the execution of the functions stipulated below in connection with the acceptance of solid waste, the control and direction of traffic and the operation of the weighbridge and its associated equipment.

The gate Controller on duty from Mondays to Fridays (inclusive) shall have a minimum Academic qualification of Grade 12 and should preferably have had experience in an Environment which required the use of electronic cash tills and/or other similar

electronic equipment. Such Gate Controller shall be capable of working quickly and accurately with money, receipts and the like and dealing politely and effectively with the users and members of the public. The ability to write clearly and accurately, and to communicate in English, is mandatory.

If, as provided for under Subclause 7.7.2 above, the Operator elects that the Gate Controller also assumes the duties of the Site Superintendent on weekends and public Holidays, then the Gate Controller concerned (who may be in the part-time employ of the Operator) shall, in addition to the above, have a Matriculation or equivalent academic qualification and shall be properly trained by the Operator such that he or she is competent to attend to matters which would normally be undertaken by the Site Superintendent.

Because much of the solid waste emanating from casual users is likely to be delivered to the site on weekends and public holidays, and because the Operator is entitled to retain payments made by casual users, it will in any event be in the Operator's own interest to employ a more skilled person to act as Gate Controller on these days.

PLO.7.7.4 Plant Operators

For the purposes of this contract, a Plant Operator is defined to be a person in the full-or-part-time employ of the Operator who has been suitably trained to undertake the operation and routine maintenance of one or more major items of mechanical plant such as a landfill compactor, a tractor/loader and the like.

The Operator shall employ a sufficient number of Plant Operators to ensure that all waste accepted at the site is disposed of on the same day in accordance with the provisions of the contract documentation as follows:

- During holiday seasons: Mondays to Sundays inclusive
- At times other than holiday season: Mondays to Sunday's inclusive subject to the provisos stipulated in the next paragraph.

The operator shall ensure that all solid waste (other than that which is suitable for use as cover material and/or construction of temporary roads) delivered on Saturdays and Sundays during non-holiday seasons is deposited at the foot of the landfill working face or wet weather cell (as appropriate) by the users. To this end the Operator shall employ a suitably trained semi-skilled labourer(s) on such days to direct users as to where they are to deposit their waste. All such waste shall, first thing on the following Monday, be disposed of to landfill in the manner stipulated in Clause 4.11 hereof. The bulk of the waste delivered to the site on such Saturdays and Sundays will emanate from casual users; if at any time during the tenure of the contract, the Engineer considers that the volumes and nature of such wastes merit disposal to landfill (and covering) on the same day, the Engineer will instruct the Operator to deploy a plant

Operator on the site on such days to undertake such work, and the Operator shall implement such instruction at no additional cost to the Employer.

Plant Operators shall comply with the operating hours as described in PLO.7.2 – Operating Hours.

PLO.7.7.5 Labourers

The Operator shall deploy sufficient labourers to ensure that the day to day operation and maintenance of the facilities and the maintenance of the site as a whole complies with the stipulations of the contract documentation. The Employer has determined that at least 80% of the Operator's unskilled labour force shall be made from the local community.

In terms of the Basic Conditions Act No. 75 of 1997, the local labour rate shall be as determined by the Sectoral Determination for the Civil Engineering Industry as published by the Minister of Labour in the ***Table : Minimum wages for all employees in the Civil Engineering Sector.***

PLO.7.7.6 Relief Staff

The Operator shall be responsible for providing properly qualified back-up/relief staff on the site to assume the duties of permanent and other members of staff deployed on the contract who are ill, on leave or absent from work for any other reason.

PLO.7.7.7 Dealing with Users and the Public

In the execution of their duties, the Operator's personnel shall conduct themselves such that they do not in any way offend the users (inclusive of users staff members) and the members of the public. The Operator's personnel shall at all times use their best endeavors to communicate with users and the public in a friendly, courteous and co-operative manner. Any employee of the Operator who does not comply with the afore-going shall, after one written warning, be summarily dismissed by the Operator.

The Site Superintendent, in his capacity as the Contract Person, shall log each and every complaint made to him by users and members of the public. This logbook (*which is called the "Complaints Record"*) shall be in the format stipulated by the Engineer, and shall contain the date of the complaint, the name and telephone number of the person making the complaint, the nature of the complaint, the action taken by the Site Superintendent and any other relevant details. If the Site Superintendent fails to log any Complaint made to him, he shall be summarily dismissed by the Operator.

The Complaints Record shall be available for inspection by the Engineer and the Regional Director at any time during normal working hours, and the Engineer in his

sole Discretion, shall have the right to carry out investigations in respect of any complaint, Inclusive of direct communication with the person or organization who made the complaint.

PLO.7.7.8 Clothing and Equipping of Personnel

The Operator shall ensure that all his personnel on site are suitably attired and properly equipped for the safe and efficient execution of their duties at all times during the tenure of the contract. All such clothing and equipment must, as far as the nature of each individual staff member's duties permit, be maintained in a neat, clean and presentable condition, and any clothing and/or equipment becoming worn or unserviceable shall be replaced by the Operator immediately.

The Operator's attention is drawn to the provisions of the last paragraph of Clause 3.21 of Section 3.

PLO.7.7.9 Transportation of Personnel to and from the Site

It shall be the Operator's responsibility to ensure that adequate transportation facilities are available for all his personnel to commute between their homes and the site. In the event that a regular and reliable public or private transport service is not available, then the Operator shall supply and bear the costs of a suitable vehicle to effect such transportation.

It is stressed that (other than in exceptional circumstances which are demonstrably beyond the Operator's control) the Operator will be held responsible for any disruption to the acceptance and disposal of solid waste which arises as a result of his employee's inability to reach their place of work timeously as a result of breakdowns in, and/or lack of, transportation to and from the site.

PLO.7.8 SECURITY

- The Operator shall at his cost arrange for the security of the site and the facilities and for the prevention of unauthorized entry and/or occupation or use of the site or any portion thereof by scavengers, squatters and other unauthorized person or organizations. Security officers must always display valid PSIRA cards when on duty and grading for armed guards must be C (Access Control)

Notwithstanding the foregoing, the minimum security requirements to be implemented by the Operator at his cost shall be the following:-

- The deployment of at least one watchman on the site during all non-operating hours. The Operator shall ensure that the watchman on duty can readily and

expeditiously communicate with the Site Superintendent and/or the nearest police station in the event of untoward happenings on the site.

- The patrolling of the perimeter fence on a weekly basis, and the immediate repair of any damage thereof and/or its associated gates.
- The closure and padlocking of all gates and doors during non-operating hours.

The Operator shall use his best endeavors to avoid confrontational situations with persons or organization that wish to squat on or scavenge the site. In the event of any such person or organization wishes to or attempts to enter and/or occupy or use the site or any portion thereof, then the Site Superintendent shall immediately inform such person or organization politely but firmly such activities are not permitted on the site, and if possible, the Site Superintendent should be accompanied by a reliable witness on these occasions. Should such action be to no avail, then the Site Superintendent shall immediately notify the Engineer of the situation and take no further action. Thereafter the Engineer, in conjunction with the Employer, will deal with the matter,

PLO.7.9 PLANT AND EQUIPMENT

PLO.7.9.1 Furnishing, Loose Tools, Consumables, etc.

The Operator shall be responsible for supply and maintaining all furnishings, including suitable filing cabinets, cupboards and other office equipment, fixtures, suitable air-conditioners and heaters, carpets, curtains or blinds, kitchen and other appliances and utensils (inclusive of crockery and the like), a personal computer equipped with an email address facility, an A4 dot matrix or laser printer, A4 photocopier, telephones and telefax machine, and work benches, tools and all other workshop appliances, litter fencing, an approved standard rain gauge, cleaning equipment and all other things necessary for the execution of the contract. All such equipment is collectively referred to as "small equipment".

Throughout the tenure of the contract, the Operator shall also be responsible for the Provision of all stationery, logbooks and receipt books, cleaning material, paint, globes and fluorescent lights, fencing material for the repairs to the perimeter fence and the provision of litter fences and all other consumables required for the execution of the contract.

Tenderers shall, in a letter accompanying their tender, provide a detailed inventory of all the small equipment they intend supplying for the contract.

The Operator shall be bound to supply (and where applicable install or erect) all items listed in such inventory, and the Engineer shall have the right at no additional cost to the Employer, to instruct the Operator to:-

- Substitute any item which he (the Engineer) considers to be unsuitable with another item, and
- To provide any additional items which he (the Engineer) deems to be necessary for the proper execution of the contract.

Ownership of all small equipment shall vest in the Employer upon its delivery to site, which delivery shall be completed prior to the commencement of operations. Under no circumstances shall any item of small equipment be removed from the site (unless it is replaced prior to its removal), and the Operator shall take meticulous care of all items of small equipment and maintain them in good repair and functional order throughout the tenure of the contract.

At the end of the contract period, ownership of small equipment and consumables shall revert to the Operator, provided that the Operator shall have removed the items concerned from the site as stipulated in Clause PLO.7.18 below.

PLO.7.9.2 Irrigation System

The Operator will be required to operate the leachate pumping system provided by the Employer. All diesel fuel shall be supplied by the Contractor. The purpose of the system is to dispose of leachate/contaminated stormwater by spraying it onto the existing waste body facilitating evaporation.

Water or leachate (as applicable) shall be pumped into the irrigation piping from the leachate collection tanks or from the water tanker referred to in Section 6, and the tanker shall be parked adjacent to the landfill (as near as possible to the area being irrigated) while such irrigation is being carried out. Tenderers shall therefore ensure that the water tanker they intend supplying for the contract is, in addition to the spraybar, also equipped with suitable piping and a suitable pumping system (complete with appropriate valving) to:

- Enable abstraction of water and leachate from the pond and dams referred to in Subclause 4.3 above, and
- To enable pumping of water or leachate into the irrigation piping at a flow of not less than 2,5 ℓ/s with a pressure (measured at the pump) of not less than 30 m water column.

The Operator is to provide a backup portable pump to pump leachate from the ponds leachate collection tanks into the irrigation system or onto Phase 1 & 2 placed anywhere within the perimeter of Phases 1, 2 and 3. The pump shall be on site at all times and shall be capable of pumping leachate from the leachate ponds up onto Cells 1 & 2.

The Operator shall provide (and bear the cost of) any ramps and other facilities he may require to enable and/or facilitate abstraction of water from the dams and leachate from the leachate tanks as well as fuel for the pumping.

PLO.7.9.3 Weighbridge

The weighbridge which was supplied by the Employer is a Trek Scale Road Weighbridge capable of accommodating a mass of 40 000 kg in 20 kg divisions.

The weighbridge is equipped with the following:

- An 11 m x 3 m concrete filled steel platform protected against corrosion by means of a 75 micron thick ethyl based inorganic zinc silicate primer coat, two 75 micron thick intermediate coats of high build chlorinated rubber and a 35 micron thick final coat of chlorinated rubber enamel.
- Six stainless steel 22,5 t Toledo digital load cells, weighbridge Terminal and a printer. The necessary software to execute the functions specified in the contract, and a lightning protection system.

Messrs Trek Sale (Pty) will be required to assize the weighbridge annually and carry out repairs and maintenance as necessary.

PLO.7.9.4 Running Costs

Excepting only for maintenance of the weighbridge and its associated equipment, the Operator shall bear the running costs of all plant and equipment required to execute the contract throughout the tenure thereof, irrespective of whether it is supplied by the Operator or by the Employer. Such running costs shall be deemed to include, inter alia, the provision of fuel and lubricants, all maintenance and repairs, spares holdings, insurance, licensing and the replacement of worn or persistently malfunctioning or unsuitable and/or obsolete plant and equipment.

Subject to the provisos stipulated in PLO.8.2.1, the Employer will be responsible (and will bear the cost of) maintenance of the weighbridge and its ancillary equipment.

PLO.7.10 ACCEPTANCE OF WASTE

PLO.7.10.1 Notice Board

The Operator shall supply and erect an approved notice board at the entrance to the site, which notice shall be affixed to the main entrance gate.

The notice board shall display the following in the English, isiZulu and Afrikaans languages:

- The name of the landfill site.
- The class of the landfill and the type of waste which can be accepted.
- The speed limit on the site (40 km/h)
- Wording to the effect that account holder's vehicle will be given priority in the acceptance of solid waste disposal.
- The name and emergency telephone number of the Contact Person (i.e. the Site Superintendent).
- The tariffs applicable to casual users, which tariffs shall distinguish between wastes (such as builder's rubble) which are suitable for cover material and/or construction of temporary site roads, uncontaminated garden refuse directed to a shredding facility and other wastes which will be disposed of directly to landfill.
- The names, addresses and telephone numbers of the Permit Holder and the Operator.

The notice board shall be of chromadeck steel and it shall comply with the provisions of Section 5600(Road Signs) of the 1987 CSRA Standard Specification for the Road and Bridge Works issued by the Committee of State Road Authorities.

A copy of this specification is available for inspection at the Engineer's offices, and Tenderers should note that most established signboard manufactures are familiar with this specification. All information displayed on the notice board shall be clearly visible from a distance of 20 m.

Before ordering the notice board, the Operator shall obtain the Engineer's approval of the layout of the display, the background colour and the size, type and colours of the lettering.

Throughout the tenure of the contract, the Operator shall update the notice board to reflect changes in the name of the Site Superintendent, telephone number, tariffs applicable to casual users and the like.

No specific payment will be made for the supply and installation of the notice board and the updating thereof, the cost associated therewith being deemed to be included in the rates tendered for the acceptance and disposal of wastes emanating from account holders.

PLO.7.10.2 Procedures Applicable to All Users

Where applicable, the provisions of this Subclause shall apply to solid wastes delivered by both account holders and casual users.

The Gate controller shall direct and process traffic arriving at the site in such a manner that there is a minimum waiting time for all such traffic. Where possible, account holder's vehicles shall not be kept waiting for longer than five minutes, and such vehicles shall be given priority over casual user's vehicles in queuing situations.

On the arrival of any vehicle delivering solid waste, but before processing thereof, the Gate Controller shall establish from the transporter the classification of the waste (i.e. general or hazardous) and the nature of such waste (e.g. domestic waste, builder's rubble, etc.). In the event that:

- PLO.7.10.2.1 Such waste is hazardous or contains hazardous matter (refer to Clause 2 and Annexure I of the Permit), then the Gate Controller shall inform the transporter that such wastes cannot be accepted at the site, draw the transporter's attention to the relevant provisions on the notice board and direct the transporter to the nearest landfill site or other facility which can deal with such waste.
- PLO.7.10.2.2 The controller is unsure of the classification and/or nature of the waste, then he or she shall request the transporter to wait until the Site Superintendent has had the opportunity to establish the classification and/or nature of the waste concerned and direct what is to be done in respect thereof. Should the Site Superintendent, after having contacted the person or organisation from whom the waste emanates, be unsure of the classification of such waste, then it shall be regarded as being hazardous and it shall not be accepted for disposal at the site.

In the event of 7.9.2.1 above, the Gate Controller shall have requested the transporter to park his vehicle in such a position that it does not interfere with other traffic, and the Gate Controller shall continue to process other traffic in the normal manner after calling the Site Superintendent.

After ascertaining that the waste classification is general, the Gate Controller shall do the following whilst the vehicle concerned is on the weighbridge:

-Key
into the weighbridge computer the type of user (i.e. account holder or casual).
-Key
into the weighbridge computer the nature of the waste (i.e. waste to be disposed of directly to landfill or waste which is suitable for cover material and/or temporary road construction).
-Depre
ss the appropriate weigh button or key combination.
-Enter
the further data/information stipulated under Subclause 4.8.3 below (in

respect of account holders) or Subclause 4.8.4 below (in respect of casual users) – as applicable.

The transporter shall then be issued with the automatically generated receipt in the manner stipulated in PLO.7.10.3 and PLO.7.10.4 (as applicable), and directed to the appropriate area on the site to deposit the waste concerned.

PLO.7.10.3 Further Acceptance Procedures Applicable to Account Holders

In addition to the stipulations of Subclause 7.9.2 above, the following shall be recorded by the Gate Controller for each vehicle:

- The registration number of the vehicle.
- The driver's name.

The driver shall, on issue of the receipt, sign the original and the copy thereof and the copy shall be retained by the Operator.

The software database for the weighbridge computer will contain the details listed under Subclause PLO.7.10.3, and it will therefore not normally be necessary to weigh account holder's vehicles when they leave the site in order to establish the mass of waste delivered for disposal. Because the tare mass of the vehicle does not include the operating crew, the Gate Controller shall ensure that the operating crew leave the vehicle during weighing operations and that they do not stand on the weighbridge.

The Site Superintendent shall on a regular basis communicate with account holders to ascertain details (refer to Subclause PLO.7.10.4) of any additional or new vehicles in which the account holder concerned intends to convey solid waste to the site. On receipt of any such information, the Site Superintendent shall immediately update the records concerned. In the event that any such additional or new vehicle arrives at the site before such updating, then the procedures stipulated in 7.4.12.4 (for casual users) shall be implemented until such time that the database has been updated by the Site Superintendent.

PLO.7.10.4 Further Acceptance Procedures Applicable to Casual Users

In addition to the stipulations contained in Subclause 7.10.2 above, the following shall be undertaken by the Gate Controller for each vehicle:

- a)On its arrival at the site and whilst it is on the weighbridge – entry of the vehicle registration number into the weighbridge computer.

b)On the
vehicle's departure from the site:

- Identify the vehicle registration number on the computer screen and make the appropriate key entries.
- Weigh the empty vehicle.
- Conclude the necessary financial transaction.
- Issue the automatically generated receipt and retain the copy thereof.

Alternatively, the Operator will (for regular casual users) be entitled to implement a similar procedure to that applicable to account holders, provided always that the Gate Controller clearly distinguishes between who are account holders and who are casual users; failing which, permission to use this procedure will be withdrawn.

All refuse up to 200 kg per load from casual users must be accepted free of charge and thereafter charges may be levied as per the Employer's agreement with the successful tenderer.

PLO.7.10.5 Malfunctions of the Weighbridge

In the event that the weighbridge and/or any of its associated equipment malfunctions in any way, then the Site Superintendent shall immediately notify the weighbridge maintenance organisation and the Engineer verbally of (and confirm in writing) the nature of the malfunction. Thereafter, the following procedures shall be adopted until such time that the fault has been rectified:

a) If the computing equipment cannot generate a receipt, but a reliable visual readout of the mass of the vehicle on the weighbridge is available:

In these circumstances the Gate Controller shall issue hand-written receipts in the format stipulated by the Engineer. The mass of waste delivered by each account holder's vehicle shall be established from the mass of the laden vehicle registered on the weighbridge visual display unit and the tare mass of the vehicle concerned, which tare mass shall be obtained from the records referred to in Subclause PLO.8.2.1. An updated copy of these records shall be kept in the weighbridge control room at all times. The Gate Controller shall also ensure that the vehicle driver witnesses the visual readout of the laden vehicle mass and that he concurs with the corresponding figure reflected on the receipt. Insofar as casual users are concerned, the procedure adopted shall be the same as that stipulated in Subclause PLO.7.10.4 above except that a hand-written receipt shall be issued.

b) If the weighbridge and/or its associated equipment malfunctions to the extent that a reliable visual readout of the vehicle mass is not available:

i) Account Holder's Vehicles:

The Gate Controller shall notify the vehicle driver of the situation and they shall together make, agree and record on the hand-written receipt a visual assessment of the volumetric quantity of the waste in the vehicle expressed as a percentage or fraction of the fully laden volumetric capacity of the vehicle concerned.

The Gate Controller shall establish the payload of the vehicle from the copy of the listing referred to under PLO.7.10.4 above, and the mass of waste delivered to the site in the vehicle concerned shall be recorded (on the hand-written receipt) as the payload multiplied by the percentage or fraction stipulated above.

ii) Casual Users' Vehicles:

The Gate Controller shall notify the vehicle driver of the situation, and they shall together make and agree a visual assessment of the volume and density of waste in the vehicle concerned.

The mass of the waste delivered shall be established from the assessments made above, and such mass shall be recorded on the hand-written receipt, which shall be counter-signed by the vehicle driver.

No specific payment will be made to the Operator for implementing the requirements of this Subclause PLO.7.10.4, the cost of which will be deemed to be included in the rates tendered for acceptance and disposal of wastes emanating from account holders and the payments made to the Operator for the acceptance and disposal of waste delivered by casual users.

PLO.7.10.6 Further Provisions in connection with Hazardous Wastes

It is very unlikely that account holders will deliver hazardous material or general waste containing hazardous matter to the site; i.e. such waste will almost invariably emanate from casual users. Should the Operator or any of his staff be found to be consistently or regularly accepting and disposing such waste on the site, or should it be found that the Operator or any of his personnel have entered into any agreement with any casual users in respect of disposal of such material on the site, then this will be sufficient grounds for the Employer to terminate this contract in accordance with Clause 3.45 of Section 3.

PLO.7.11 SITE ROADS

The permanent gravel road infrastructure provided by the Employer is shown on the site layout plan. They include the entrance road and access road to the leachate pond area.

Whilst the rehabilitation (i.e. re-gravelling) of such permanent gravel roads will be measured and paid for by the Employer, the Operator shall be responsible (at his cost) for the routine maintenance thereof. Such routine maintenance shall include the immediate repair of potholes, corrugations, ruts and erosion runnels which develop, maintenance (during routine grading operations) of the shape of the road cross-section such that it drains freely during wet weather, regular clearance of stormwater channels and pipes alongside and beneath the roads of all debris, slit deposits and the like and generally maintaining the roads in such a condition as to enable a motor car/trailer combination with a clearance of 150mm to traverse such roads safely during wet weather at a speed of 50 km/hr without scraping the underside of the motor car and/or its trailer.

The Operator shall at his cost be responsible for the design, construction, maintenance and subsequent obliteration of all temporary site roads to enable users to reach:

- The landfill working face, and,
- The cover material stockpile area(s) to deposit builder's rubble and the like, and,
- The wet weather cell during exceptionally wet conditions when the deposition of waste at the foot of the landfill working space is impractical.

All such temporary roads shall be aligned, constructed and maintained such that the motor car/trailer combination referred to above can traverse them safely at 40 km/hr, and the temporary site roads to the stockpile area(s) and the wet cell shall be constructed (with suitable builder's rubble or similar material) such that user's vehicles can reach them in all weather conditions.

All site roads shall be signposted by the Operator at his expense with permanent and/or temporary directional signs (as appropriate) to enable users to readily identify the route(s) that they have to traverse in order to deposit their wastes and/or to reach the site office.

The Operator shall similarly provide and maintain suitable temporary barricades and warning signs alongside any section of the road, which may (in the opinion of the Engineer), pose a hazard to traffic.

During dry weather, all temporary and permanent site roads shall be watered regularly (at least once per operating week) to minimise dust nuisance.

PLO.7.12 COVER MATERIAL STOCKPILES

The Operator shall exploit and otherwise cover material stockpiles in such a manner as to permit the free drainage of the stockpiles (and the surrounding areas) at all times and to minimise the loss of cover material as a result of stormwater erosion and/or during the transportation of cover material to the landfill working face and other landfill surfaces to be covered.

All builder's rubble and similar materials suitable for use as cover material and/or construction material for temporary site roads to the wet cell and/or the stockpile area(s), shall be deposited in the stockpile area in an orderly manner and then worked into separate stockpiles with a height of not more than 4 metres above ground level.

Topsoil will have been stockpiled separately from other cover material, and the Operator shall only use such material for the upper 100mm of the final cover layer. The Operator shall, at his own cost, replace any topsoil which is lost as a result of his failure to comply with the provisions of this paragraph.

All cover material and topsoil shall only be used for the purposes of executing the contract, i.e. the sale and/or disposal of such material to others by the Operator will not be permitted.

PLO.7.13 OPERATION OF THE LANDFILL

PLO.7.13.1 General

The provisions of this clause 7.10 apply to the landfill itself as opposed to the site, the site roads and other engineering infrastructure and the acceptance of waste; all of which are dealt with elsewhere in the contract documentation.

Throughout the tenure of the contract, the Operator shall implement the landfill strictly in accordance with the Site Operating Plan (refer to Subclause PLO.2.13 above) and it (the landfill) and the site as a whole shall be operated and monitored strictly in accordance with the Permit, the contract documentation and the provisions of Section 10 and 11 of the Minimum Requirements insofar as the provisions of these sections are not amended and/or amplified by the contract documentation.

PLO.7.13.2 Scavenging

No scavenging of any description will be permitted on the site; the Operator's attention is drawn to the provisions of Clause PLO.7.8 above.

PLO.7.13.3 Identification of Hazardous Waste(s) by Plant Operator(s)

In addition to the precautions stipulated under Subclause PLO.7.10.2 above, the plant Operator on duty at the working face of the landfill shall examine each load deposited for the presence of hazardous and/or toxic matter (refer also to Clause 2 and Annexure 1 of the Permit). The Operator shall have provided proper training to all plant Operators to enable them to identify such material.

If such matter is detected or suspected by the Plant Operator then he shall:

- Instruct the transporter to remain at the working face and immediately notify the Site Superintendent of the situation.
- Take the utmost care to ensure that such hazardous or toxic matter is kept separate from any other waste deposited at the working face.

On his arrival at the working face, the Site Superintendent shall examine the waste concerned, and if he considers such waste to contain any hazardous and/or toxic matter, then the Site Superintendent shall:

- Notify the transporters that it is an offence to deposit such matter on the site, and draw his attention to the relevant provision on the notice board at the site entrance.
- Instruct a Plant Operator to reload all waste emanating from the vehicle back into the vehicle, inclusive of any contaminated soil.
- Note the vehicle registration number and take all particulars in respect of the names, addresses and telephone/fax numbers of both the transporter and the person or organisation from whom the waste emanates.
- Inform the transporter of the nearest landfill or other facility that can accept and dispose of such material.
- Note the incident in his (the Site Superintendent's) site diary.
- Within 24 hours notify the Engineer of the incident in writing.

The Engineer, in conjunction with the Employer, will undertake any further action that may be required in connection with any such incident.

PLO.7.13.4 Burning of Wastes

Under no circumstances shall any waste be disposed of by burning.

PLO.7.13.5 Working Face Practices

All wastes delivered by users shall be deposited at the foot of the working face and shall be disposed of on the working face by means of the Ramp Method as defined in the Minimum Requirements. Under no circumstances will end-tipping (from the top of the working face) be permitted, and the Operator shall at all times maintain a working face slope of 1 (vertical): 3 (horizontal) or flatter.

The working face shall be kept only wide enough to permit efficient vehicle and plant movement. Loose refuse shall be spread in 600mm thick layers over the working face, and except as stipulated below, each such layer shall be compacted with at least three passes of the landfill compactor or such greater number of passes as may be required to attain or better the density tendered by the Operator. The last layer of the clay shall be compacted with five passes of the landfill compactor, or such greater number of passes as may be required to achieve a smooth cell surface and thereby reduce the volume of cover material required.

The application and thickness of cover material is dealt with under Subclause PLO.7.13.7 below.

All bulky objects shall be disposed of at the base of the working face, and bulky crushable items shall be crushed on a firm surface before their incorporation in the landfill.

Hot, smouldering or burning waste delivered by users shall be deposited at least 10m clear of the working face, and such waste shall be smothered with cover material and/or doused with water. The Operator shall ensure that there is always a readily available supply of cover material at the working face to effect such smouldering, and the Plant Operator on duty shall ensure that such waste is completely free of hot, smouldering or burning matter before its disposal to the landfill.

In the event that a fire breaks out close to the working surface, then the burning waste shall immediately be dug-out and smothered/doused in the manner stipulated above.

Deep fires in the landfill (whether at or remote from the working face) shall be smothered by means of placing moist soil on the surface and construction soil barriers around the fire and well clear thereof. After the fire is out, any surface rehabilitation that may be required shall be carried out in accordance with the relevant provisions of Subclause PLO.7.13.7 hereof and/or the instructions of the Engineer.

Dead animals shall be disposed of at the base of working face and immediately covered with 150mm thick layers of cover material; compaction of this layer will not be required.

The Operator shall ensure that the area adjacent to the toe of the working face is free-draining at all times, and he shall divert stormwater runoff from this area and the working face by means of temporary berms and/or channels leading to the stormwater infrastructure provided by the Employer.

The Operator shall ensure that a starter berm is always provided at the upper end of Phase 3 such that runoff from the site cannot discharge away from the site to the north.

PLO.7.13.6 Litter Control

The Operator shall erect portable litter fences over the full projected width of the working face in the down wind direction thereof to catch windblown plastic, paper and the like. Such litter fences shall not be less than 1800mm high and shall be of wire fabric (e.g. chicken wire) properly affixed to approved robust standards (driven at least 400mm into the ground) at 2m spacings or such other spacing as may be approved by the Engineer.

These fences and the area surrounding the working face shall at the end of each working day be cleared of wind-blown debris, and such debris shall be disposed of as specified under "Daily Cover" in Subclause 7.12.7 below.

PLO.7.13.7 Cover

Three types of cover are required in terms of this contract, namely:

- Daily Cover
- Intermediate Cover
- Final Cover

Each of these is dealt with in turn under the appropriate paragraph below.

Daily Cover: Excepting as provided for in Subclause PLO.7.7.4 in respect of Saturdays and Sundays during non-holiday seasons, the working face of the landfill (and where applicable the sides of the working cell) shall at the end of each working day be covered with a layer of cover material having a minimum thickness of 150mm after compaction. Such compaction shall be effected by not less than two passes of the landfill compactor or such greater number of passes as are (in the opinion of the Engineer) required to attain satisfactory compaction of the cover material. Any remaining litter and cleanings from equipment, etc. shall be placed at the bottom of the completed cell and covered as stipulated above, except that compaction will not be required.

Intermediate Cover : A 300mm (minimum) thick compacted cover layer shall be placed on all operating areas that will not be used again for more than 5 weeks. Such layers shall be placed in two 150mm thick layers. The lower layer and the upper layer shall respectively be compacted with not less than two and three passes by the landfill compactor or such greater number of passes as are (in the opinion of the Engineer) required to attain satisfactory compaction of the cover material). In order to conserve cover material, 50 percent of the thickness of any intermediate cover layer shall be reclaimed before placing solid waste on or against it.

Final Cover: This is the cover to be placed on all final surfaces of the landfill.

PLO.7.13.8 Vectors

The Operator shall provide an approved flytrap within 20 metres of the working face at all times.

The Operator shall (at his cost) arrange for and implement any other rat, fly or mosquito control programme which may become necessary.

PLO.7.13.9 Wet Weather Cells

The Site Operating Plan will contain provisions for the disposal of waste to wet weather cells which will be situated:-

- As near to the site entrance as is feasible, and
- In close proximity to a block paved permanent side road.

The Operator shall only dispose of waste to wet weather cells during unusually wet conditions when access to and/or in the vicinity of the toe of the normal landfill working face is precluded by such weather conditions.

All such wet weather cells shall be implemented strictly in accordance with the provisions relating to the remainder of the landfill, except that the Operator shall:

- Increase the thickness of the daily cover to 200mm for these cells.
- Ensure that the wet weather cell always has sufficient capacity to accommodate the wastes delivered to the site for a period of at least two weeks.
- Take the utmost care to ensure access to and around the working face of such wet weather cells during all weather conditions other than those that preclude the delivery of solid waste to the site.

As landfilling in the wet weather cell area proceeds, the block paved semi-permanent access road referred to above will progressively be covered with waste. Prior to such covering, the Operator shall, at his cost, be responsible for the uplifting and stacking of the paving blocks (in an area of the site designated by the Engineer) on an on-going basis.

PLO.7.14 LEACHATE, CONTAMINATED RUNOFF, GROUNDWATER AND ALLIED MATTERS

PLO.7.14.1 Engineering Infrastructure

PLO.7.14.1.1 Subsurface Drainage Systems:

The Phases 1, 2, 3 & 4 subsurface drainage systems beneath the clay liner to the landfill consists of a number of interconnected 100/150 mm diameter-perforated pipes surrounded by a graded sand filter. This system discharges into a drain downstream of the contaminated runoff dam shown on the drawings.

PLO.7.14.1.2 Leachate Collection System:

The Phases 1, 2, 3 & 4 leachate collection systems consist of a number of interconnected 100/150 mm diameter perforated pipes. These pipes are laid in stone drainage layers above the landfill clay liner. The leachate collection systems discharge leachate into two ponds at the base of the site.

The Phases 2, 3 & 4 landfills have been provided with leakage detection systems, with outlet pipes to the Phase 2 and Phase 3 leachate collection tanks. The Operator shall notify the engineer when any substantial leakage is observed at the outlet of the leakage detection pipes.

PLO.7.14.1.3 Leachate Pump System:

The leachate pump system is designed to pump leachate from the leachate pond up to Cell 1 / 2 at which point it has sufficient head to spray leachate using agricultural sprayers onto the waste.

The system comprises three Chem-pump 205 horizontal long coupled pumps in series, each in a pump house with two storage tanks. The lower pump draws from the pond and operates under a suction head whilst the other two draw from storage tanks. All pumps are driven by Hatz diesel engines.

Pump station 3 pump to sprayers which have to be placed at different locations on top of the waste to spray leachate onto the waste body.

PLO.7.14.1.4 Monitoring Boreholes:

Three groundwater quality monitoring boreholes are provided on the site in the positions shown on the drawings. It may become necessary to provide additional boreholes during further development. All such additional boreholes will be constructed and equipped by the Employer at his cost.

PLO.7.14.1.5 Contaminant Runoff Dam:

The contaminated runoff dam, a clay lined basin with a capacity of 10 000m³, has been designed to contain the 1:50 year 24 hour storm runoff from the site with a freeboard of 0,5m to the over floor level.

In terms of the Permit and the Minimum Requirements, the contaminated runoff dam shall have capacity for the for the 1:50 year 24-hour storm runoff from the actual working area. The Operator shall ensure that the required capacity is available in the contaminated runoff dam by notifying the Engineer as soon as the maximum permissible water level in the contaminated runoff dam, as notified from time to time to the Operator by the Engineer, is exceeded.

The Engineer will then instruct the Operator as to the method of disposal of the contents of the dam, which shall be in accordance with Subclause PLO.7.14.4 below.

PLO.7.14.2 Operator's Duties and Obligations in General Terms

In addition to the other stipulations contained in the contract documentation, the Operator shall at all times (at his cost) implement all reasonable measures to:

- Prevent groundwater pollution.
- Minimize the degree of pollution and the quantum of contaminated surface runoff generated on the site.
- Minimize the volumes of leachate generated in landfill areas.
- Ensure that the various drainage systems (for subsurface water, leachate, leakage detection, contaminated surface runoff and uncontaminated surface runoff) and their associated catchments are kept independent of one another.
- Ensure the proper and effective disposal of leachate and contaminated surface runoff when the Engineer directs that such liquids are to be disposed of on the site.
- Prevent spills from the contaminated runoff dam and the leachate collection tanks.

PLO.7.14.3 Water Quality Monitoring, Sampling and Testing

Water quality monitoring, sampling and testing will be carried out by the Engineer at the Employer's expense, and except where specifically stated to the contrary in the contract documentation, in accordance with the provisions stipulated in the Permit and the document entitled "Minimum Requirements for Water Monitoring at Waste Management Facilities" (Second Edition 1998) published by the Department of Water Affairs and Forestry.

The sampling locations and testing frequencies will be as follows: -

- Contaminated Surface Runoff Drainage System: The water in the contaminated runoff dam will be sampled each time before it is disposed of to site or prior to its being removed from the site by tanker for subsequent off-site disposal (as applicable); but in any event at six monthly intervals at the same dates as those stipulated for groundwater monitoring.

- Leachate Drainage Systems: The leachate in the leachate collection tanks will be sampled prior to its removal from the site by tanker for subsequent off-site treatment and disposal (as applicable); but in any event at six monthly intervals at the same dates as those stipulated for groundwater monitoring.
- Groundwater Quality Monitoring: Groundwater quality testing at boreholes BH1, BH2 and BH3 will be undertaken at six monthly intervals (*within 3 days of 15 January and 15 July of each year*) for the groundwater variables listed in Annexure II of the Permit. Should the pollutant levels exhibit an increasing trend, then a monthly testing programme will be initiated.
- Bilanhlolo River: Surface water quality monitoring in this river will be undertaken at locations selected by the Engineer in conjunction with the Regional Director on the same time basis as that stipulated for groundwater monitoring.

The Site Superintendent shall accompany the Engineer whilst he is taking samples, and copies of all test results will be handed to the Operator for his information and for the purpose of record keeping as stipulated in Subclause PLO.5.14.5.

PLO.7.14.4 Disposal of Contaminated Surface Runoff and Leachate

Both the contaminated runoff dam and the leachate collection tanks will be operated on the fill and draw principle, and the onus will be on the Operator to give the Engineer timeous notice to enable him to undertake the relevant liquid sampling and quality testing dealt with under Subclause 7.13.3 above. Under no circumstances shall the Operator dispose of (*or arrange for the disposal of*) the contents of the contaminated runoff dam and the leachate collection tanks to the natural water course without the written approval of the Engineer; which written approval will only be given after the relevant test results are known to the Engineer.

Depending on the outcome of the water quality test concerned, the Engineer will direct that disposal of the contents of the contaminated runoff dam be effected by any one of the following methods: -

- Irrigation of the landfill or the site, which irrigation shall be undertaken by the Operator at his expense in accordance with the provisions of subclauses PLO.7.9.2 above. (This is the preferred option).
- Removal from the site by tanker for subsequent off-site disposal. An item has been provided in the Schedule of Rates and Prices to cover all costs connected with this method of disposal.
- Discharge from the dam to the downstream watercourse by opening the dam outlet valve. This shall not be undertaken without the written approval of the Engineer.

Depending on the outcome of the leachate quality test concerned, the Engineer will direct that disposal of the contents of the leachate collection tanks be effected by either of the following methods:

- Irrigation to rehabilitated landfill surfaces, which irrigation shall be undertaken by the Operator at his expense in accordance with the provisions of subclauses PLO.7.9.2 above. (This is the preferred option).
- Removal from the site by tanker and subsequent off-site treatment and disposal. An item has been provided in the Schedule of Rates and Prices to cover all costs connected with this method of disposal.

PLO.7.14.5 Records to be kept by Operator

PLO.7.14.5.1 Volumes of Contaminated Surface Runoff and Leachate Generated on the Site:

Each and every time that either the contaminated surface runoff dam or the leachate collection tank is drained or drawn down, the Site Superintendent shall compute the volume disposed of and record the following in the format stipulated by the Engineer:

- Leachate flow (at the discharge pipe).
- The level of the leachate ponds.
- Discharge from the ponds.
- The level of the contaminated stormwater dam.
- Discharge from the dam.
- Leachate disposed of on site.

The necessary stage/volume curves for the contaminated runoff dam and the leachate collection tank (*to enable the Site Superintendent to compute the volume discharged*) will form a part of the Site Operating Plan.

PLO.7.14.5.2 Rainfall Records:

The Operator shall (at his cost) supply and install an approved standard rain gauge on the site in an approved location; the rain gauge will be deemed to form a part of the "small equipment" dealt with in the Subclause PLO.7.9.1 above. The Site Superintendent shall be responsible for recording the daily rainfall at the site on each operating day in the format stipulated by the Engineer.

PLO.7.15 MAINTENANCE OF THE SITE AND THE FACILITIES

The Operator shall at all times during the tenure of the contract maintain the site facilities such that they are fully functional and that they present a tidy workmanlike appearance.

To this end, the Operator shall at his expense undertake the following maintenance in addition to the other stipulations contained in the contract documentation:

PLO.7.15.1 The Entire Site:

- Removal and disposal of litter and windblown debris once an operating week, preferably on Fridays.
- Provision of a 6-metre wide firebreak round the periphery of the site during cane burning on the lands abutting the site.
- Approved measures to minimize the risk of veld fires on the site and the immediate control/dousing of such fires.

PLO.7.15.2 The Site Entrance Area:

- Removal of litter and other debris on a daily basis.

PLO.7.15.3 Removal and disposal of refuse bags and like dropped from vehicles on the 1,6 km access road to the site once every operating week.

PLO.7.15.4 Office Buildings:

- Keep all internal areas; filing systems etc. in a neat, clean, tidy and orderly condition at all times.
-

PLO.7.15.5 Stormwater Management Infrastructure Generally:

- Removal and disposal of all debris, silt deposits and other matter from drains, channels, pipes and manholes after storms and in any event on a monthly basis during the wet seasons.
- Repair any storm water damage within seven days of the occurrence of such damage.

PLO.7.15.6 Conservancy Tanks: Arrange for and ensure the emptying thereof as required.

PLO.7.15.7 Grass planting in bare soil areas:

The contractor shall plant grass runners, *Stenotaphrum secundatum* (Buffalo grass), on all "bare soil" areas. This is to control erosion, storm water runoff and the growth of weeds.

The planting shall take place after the spring rains each year. The grass runners shall be planted in furrows, 0.075m wide and deep; the furrow rows shall be 0.200m apart. The fertiliser 2.3.2 shall be sprinkled in the furrow, prior to planting, at the rate of 350 kg per hectare (0.035 kg) per meter square.

The grass runners shall be laid in the furrow, the ends of the runners overlapping by 0,100 m, the runners to be covered by soil, which shall then be well firmed, eliminating air pockets. The newly planted grass shall be well watered with uncontaminated water, until it is established.

The grass will be considered established when ninety percent (90%) cover is obtained.

The fertiliser L.A.N shall be applied three times during the first growing season; it shall be sprinkled over the grass at the rate of 250 kg per ha (0,025 kg) per meter square. L.A.N should be applied during precipitation or watered after application.

All planted grass shall be mowed, twice per month, during the eight summer months, October to April, inclusive.

PLO.7.15.8 Control and Elimination of Invader weeds, Noxious weeds and exotic/invader trees:

The Contractor shall price an initial price per hectare for the control and elimination of invader and noxious weeds and exotic/invader trees and an annual price for the control of regrowth.

PLO.7.15.8.1 Invader and Noxious Weeds

The Operator shall treat invader and noxious weeds with and approved, biodegradable herbicide including the regrowth of the noxious weeds at regular intervals during the contract period.

PLO.7.15.8.2 Exotic and Invader Trees

The Operator shall fell all the exotic and invader trees on the property. Trees are to be felled at a height of 0,5m above ground level. The following list indicates the major species to be eradicated.

Pinus sp. (Pines), *Acacia dealbata* (Silver Wattle), *Acacia mearnsii* (Black Wattle), *Eucalyptus Saligna* (Sydney Blue Gum), *Eucalyptus globulus* (Blue Gum) and *Melia Azedarach* (Syringa).

The stumps of the Eucalyptus and Syringa species shall be treated immediately after felling with a mixture of Garlon and four percent (4%) diesoline as per the manufacturer's instructions. The above to be completed during the first year of the contract. Any regrowth and seedlings that emerge are to be eliminated at regular intervals during the contract period.

PLO.7.16 SITE AUDITS AND MONITORING COMMITTEE

An internal audit of the site as a whole will be undertaken by the Engineer at three monthly intervals (mid-January, mid-April, mid-July and mid-October of each year), and he will submit reports on these audits to the Regional Director with copies to the Employer, the Monitoring Committee and the Operator.

Whilst the Site Superintendent shall attend all Monitoring Committee meetings (which will be held at approximately two month intervals), he and/or the Operator shall only take instructions from the Engineer.

PLO.7.17 OPERATING MANUAL

Within two months of the date of award, the Operator shall compile and complete a comprehensive procedures/operating manual, which covers the full spectrum of.

- i) The acceptance of solid waste.
- ii) The landfilling of solid waste.
- iii) All maintenance aspects of the site and the facilities.
- iv) Disposal of leachate and contaminated runoff.
- v) Rehabilitation of the final surface of the landfill.
- vi) security of the site and the facilities.
- vii) Safety of the Operator's personnel, the user's personnel and members of the public.
- viii) Dealing with users and the public.
- ix) Emergency procedures and drills. The Operator shall ensure that the operating manual includes for waste disposal mechanisms and routine site operating procedures that are environmentally friendly. This will include for, but will not be limited to, the following:-
 - Waste handling and covering.
 - Stormwater and erosion control.
 - Leachate and contaminated run-off management.

- Odour control.
- Litter control.
- Noxious weeds.

The format and contents of such manual shall be to the satisfaction of the Engineer, and the Operator is advised to discuss the matter with the Engineer prior to commencing compilation of the manual.

After its compilation, the Operator shall regularly review and update the manual to cover changed conditions and circumstances.

The Operator shall ensure that all his site employees are (insofar as the nature of their duties require) thoroughly familiar with the contents of the manual, and excepting only for labourers, each site employee shall be handed a copy thereof.

In addition, one copy of the manual shall also be kept in the weighbridge control building, the site office and the workshops.

PLO.7.18 NEXT OPERATOR AND HANDOVER OF SITE AND FACILITIES AT THE END OF THE CONTRACT PERIOD

The Next Operator is defined to be the organisation that will take operation of the site on the expiry of the contract period for this contract.

It is likely that tenders will be called for another contract to operate the site after expiry of this contract. Such tender will be advertised three to four months prior to the end of the contract period for this contract. Apart from the formal site inspection, prospective Tenderers will be permitted to visit the site for a period of four working days after the formal site inspection to enable them to make a comprehensive inspection of the site, the engineering infrastructure, all Employer supplied plant and equipment (inclusive of small equipment) and the operating procedures pertaining to the site. The Operator's Site Superintendent shall (as far as his duties permit) be constantly available to answer any queries raised during formal site and other inspections made by prospective Tenderers. The Next Operator will establish himself on the site during the last two operating weeks of this contract (which will be during the non-holiday season), and the Operator's personnel shall fully co-operate with the Next Operator's personnel such that the transition from this contract to the next contract is implemented smoothly and expeditiously. To this end the Operator's Site Superintendent shall fully inform the Next Operator's site superintendent of the following:

- PLO.7.18.1 The filing, accounting, bookkeeping, records and other systems currently implemented on the site, together with all details pertaining thereto.

PLO.7.18.2 The operating manuals, plant records and other details relating to the engineering infrastructure and to Employer supplied plant and equipment (inclusive of small equipment).

PLO.7.18.3 All solid waste acceptance procedures.

PLO.7.18.4 The status quo of the landfill.

PLO.7.18.5 Any other details having relevance to the operation and maintenance of the facilities.

The Next Operator's site superintendent and gate controller will work in conjunction with the Operator's Site Superintendent and Gate Controller for the last five working days of this contract to enable their thorough familiarisation with the site and the facilities and all procedures and systems applicable thereto; the onus will be on the Operator to ensure that his personnel fully co-operate with their counterparts in this regard.

The Employer may require that the site offices, the weighbridge, and the workshop be repainted during the last four weeks of the contract period. If this is the case, then the Operator will be required to arrange for a painting contractor to undertake such work. The Operator shall fully cooperate with such contractor to enable him to carry out his work efficiently and expeditiously. An item has been provided in the Schedule of Rates and Prices to cover the cost of this work.

Prior to the handover of the site and its facilities to the Next Operator, the Operator shall ensure that all the facilities are in a sound working order and in the condition they were at the start of the contract, fair wear and tear excepted.

The site shall be closed on the last Saturday of the last operating week of the contract to enable handover of the site and its facilities to the Next Operator and for the Employer's contractor to undertake painting of the weighbridge control building and weighbridge (if required) The Operator shall provide an appropriate notice to this effect at the site entrance for a period of three operating weeks before such closure, and shall also provide 30 days written notice of such closure to all account holders and all regular casual users who deliver significant quantities of waste to the site.

On the last two days of the contract period (inclusive of Sunday) the Operator shall remove all plant and equipment owned by him and formally hand over the site and the facilities to the Next Operator, and they shall be handed over in a neat, clean, tidy and fully functional order. The handover shall be documented to the satisfaction of the Engineer, and such documentation shall be signed by both the Operator and the Next Operator with a copy to the Engineer.

After expiry of the contract period, the Operator shall have a period of 14 days to complete all outstanding duties and obligations under the contract, and on the satisfactory completion thereof the Engineer will issue a completion certificate. Payment of the last payment certificate will not be effected until such time that the completion certificate is issued, and if the Operator does not complete all his obligations and duties under the contract within the aforesaid period, then the Employer shall have the right to invoke the provisions of the Conditions of Contract 2010.

PLO.8 MEASUREMENT & PAYMENT

PLO.8.1 Basic Principles

The Operator will be paid monthly for the execution of the contract on the basis of the following rates which shall be subject to contract price adjustment in the manner stipulated in clause PLO.8.1.5 below:

- PLO.8.1.1 A flat rate for the acceptance and disposal to landfill of the first 400 tons per operating week of waste which is delivered to the site by account holders, which rate will be fixed irrespective of whether the weekly quantities delivered to the site by account holders exceeds or falls short of 400 tons per operating week.
- PLO.8.1.2 A rate per ton for the acceptance and disposal of wastes to landfill delivered by account holders in excess of 400 tons per operating week falling within the ranges stipulated in the Schedule of Rates and Prices in Section 7. In the event that the tonnage of waste delivered by account holders exceeds the upper limit called-up in the Schedule of Rates and Prices on the basis of which this contract is awarded, an appropriate rate for such excess will be negotiated with the Operator.
- PLO.8.1.3 A rate per ton for the acceptance and handling of waste such as builder's rubble and the like which is delivered by account holders and which is suitable for use as cover material and/or cell walls and/or the construction of temporary site roads. These wastes shall not qualify for payment under PLO.8.2.
- PLO.8.1.4 A rate per hectare for the construction of the cover layer on all completed surfaces of the landfill in accordance with the provisions of sub-clause PLO.7.13.7, Intermediate Cover. The area qualifying for payment in any payment certificate shall have been measured and agreed by the Operator and the Engineer before its inclusion in the payment certificate concerned.
- PLO.8.1.5 A rate per hectare for topsoiling and grassing and maintenance of the rehabilitated surfaces all in accordance with the provisions of sub-clause 4.11.8, Rehabilitation, of Section 4. The area qualifying for payment in any payment certificate shall have been measured and agreed by the Operator and the Engineer to the nearest 0,01 hectares before its inclusion in the payment certificate concerned.

PLO.8.1.6 Rates for Preliminary and General items and Miscellaneous items stipulated in the Schedule of Rates and Prices.

The rates tendered shall exclude Value Added Tax and saving only for contract price adjustment will be fixed for the duration of the contract period.

In addition, and subject always to the requirements and conditions stipulated in the contract, the Operator shall refund all payments made by casual users for the acceptance and disposal of wastes delivered to the site by such users in accordance with the provisions of Clause 5.6 hereof. All refuse up to 200 kg per load from casual users will be accepted free of charge as set out in Clause PLO.7.10.4 – Casual Users.

Tenderers are required to submit an average “in-landfill” solid waste density that will be used in the calculation for compensation of airspace volume. It is anticipated that this density should vary between 750 and 900+ kg/m³, depending on the type of waste and the Operator’s compaction effort.

The solid waste density range given is purely indicative and the tenderers must determine their own tendered density. The Employer accepts no responsibility for the density offered by the successful tenderer, whose tendered density will be used in the calculation for the compensation for airspace.

The financial consequences to the Operator resulting from his non-compliance with the terms and provisions of this Contract are dealt with under Section 5 hereof.

PLO.8.2 Employer Supplied Infrastructure

PLO.8.2.1 Weighbridge

The Employer will at his own cost, subject to the provisos listed below, maintain the weighbridge and its ancillary equipment for the duration of the contract. The provisos relating to maintenance shall be as follows:

PLO.8.2.1.1 The Operator shall be responsible for maintaining the plant, ancillary equipment and housings in a neat, clean and tidy condition at all times.

PLO.8.2.1.2 The Operator shall report verbally and in writing to the weighbridge maintenance organisation and to the Engineer any malfunction and/or weighing inaccuracies within two hours of their occurrence.

PLO.8.2.1.3 The Operator shall co-operate with and afford reasonable facilities to the weighbridge maintenance personnel during their routine and other site visits.

PLO.8.2.1.4 The Operator shall be responsible for the costs of repairing any damage to the weighbridge and its ancillary equipment and/or additional maintenance which is

brought about by the Operator's lack of care in the operation and/or maintenance thereof. Any such costs will be deducted by the Engineer from the next payment certificate(s) made in terms of the contract, or alternatively, at the Employer's sole discretion, shall be paid to the Employer by the Operator on demand.

PLO.8.2.2 Leachate Pump System

This Subclause deals with infrastructure and equipment supplied by the Employer for the duration of the contract. The provisions relating to the maintenance and operations of the system shall be as follows:-

PLO.8.2.2.1 The Operator shall be responsible for maintaining the plant, ancillary equipment and housings in a neat, clean and tidy condition at all times.

PLO.8.2.2.2 The Operator shall report verbally and in writing to the pump system maintenance organisation and to the Engineer any malfunction and/or weighing inaccuracies within two hours of their occurrence.

PLO.8.2.2.3 The Operator shall co-operate with and afford reasonable facilities to the pump system maintenance personnel during their routine and other site visits.

PLO.8.2.2.4 That the Operator shall be responsible for the costs of repairing any damage to the pump system and its ancillary equipment and/or additional maintenance which is brought about by the Operator's lack of care in the operation and/or maintenance thereof. Any such costs will be deducted by the Engineer from the next payment certificate(s) made in terms of the contract, or alternatively, at the Employer's sole discretion, shall be paid to the Employer by the Operator on demand.

PLO.8.2.3 Other Employer Supplied Infrastructure

This Subclause deals with infrastructure and equipment supplied by the Employer for the duration of the contract.

The Operator by virtue of his tender, unconditionally accepts that such infrastructure and equipment is suitable for its intended purpose and that he is satisfied that it is in sound working order.

In addition to the relevant stipulations contained in Section 4 hereof, the Operator shall be solely responsible for:

PLO.8.2.3.1 Maintaining such infrastructure and equipment strictly in accordance with the specifications and for bearing all costs connected therewith.

PLO.8.2.3.2 Handing over to the Employer at the end of the contract period all such infrastructure and equipment free of any charges, in the condition it was supplied by the Employer – fair wear and tear excepted.

PLO.8.2.3.3 Maintaining comprehensive records in the format(s) to be determined by the Engineer, in respect of all matters pertaining to the maintenance, repairs and (if applicable) replacement of such infrastructure and equipment.

It is stressed that the persistent failure of the Operator to comply with any of the provisions listed under the General Conditions of Contract may result in the termination of the contract by the Employer in terms of clause 3.45 of Section 3 on the grounds of the Operator's lack of diligence in the execution of the contract.

PLO.8.3 Employer Supplied Services

The Employer undertakes to provide the following services free of charge to the Operator during the contract period:

PLO.8.3.1 Regular survey and measurement of the landfill as stipulated in sub-clause PLO.8.4.1 below.

PLO.8.3.2 All maintenance and rehabilitation of access roads external to the site, other than the shrubbed areas immediately outside the site entrance and removal/disposal of refuse bags and the like from the access road which shall be the Operator's responsibility.

PLO.8.3.3 The water/leachate sampling and quality testing dealt with in sub-clause PLO.7.14.3.

PLO.8.3.4 The internal site audits referred to under clause PLO.8.10 below.

With the sole exceptions of items PLO.8.3.1 to 8.3.5 above, the Operator shall be responsible for the supply and implementation of all other services and things required for the execution of the contract in accordance with the stipulations thereof and the Engineer's instructions.

PLO.8.4 MEASUREMENT

PLO.8.4.1 Waste Accepted at the Site

All waste accepted at the site from account holders and from casual users shall be measured and recorded strictly in accordance with the procedures stipulated in PLO.7.9.4 and (where applicable) this Section.

The Engineer and/or the account holders on his behalf will from time carry out random checks to verify the accuracy of the measurement. In the event that any such check

reveals errors beyond the tolerances of the equipment, then the Engineer will notify the Operator thereof and he (the Engineer) will arrange for the weighbridge maintenance organisation to rectify the matter.

PLO.8.4.2 Landfill

At approximately twenty-six week intervals, the Engineer will survey the landfill to establish the airspace utilised during the preceding twenty-six weeks. Such survey and the associated calculations will be undertaken using conventionally accepted equipment and techniques, and the Operator shall (on written application, in accordance with the provisions of sub-clause PLO.8.9.6) be furnished with the details of such surveys. The Operator will be entitled to carry out any check surveys that he may deem to be necessary, but he (the Operator) shall bear the cost of any such survey and the associated calculations unless it can unequivocally be established that the corresponding survey and calculations undertaken by the engineer was (were) erroneous to the degree that the resultant airspace volume falls outside the tolerances normally applicable to surveys and calculations of this nature.

PLO.8.5 PAYMENT FOR EXECUTION OF THE CONTRACT

The principles pertaining to the measurement and payment for the acceptance and disposal of wastes delivered to the site by account holders are dealt with under clauses PLO.8.1.2 above, and they are therefore not repeated here.

With the sole exception of the aspects of the contract dealt with under the next paragraph of this clause and clauses PLO.8.7.1 and PLO.8.8 below, the rates tendered by the Operator for the acceptance, handling and disposal of all wastes delivered to the site by account holders and for the rehabilitation of final surfaces for the landfill, and further items scheduled, i.e. sub-clauses PLO.8.1.2 of clause PLO.8.1.6 above, shall be deemed to be full compensation to the Operator for the operation and maintenance of the landfill, the facilities and the site as a whole during the contract period and for all his other duties and obligations under the contract (inclusive of the Operator's mobilisation and establishment on the site), as well as all matters and things necessary for the proper, safe and efficient execution of the contract in accordance with the contract documentation and the Engineer's instructions.

In the event that the Engineer varies the operating hours stipulated in Subclause PLO.7.2, then compensation for such variation shall be effected using the rates tendered under Item 3.3 of the Schedule of Rates and Prices on which the award of this contract is based. The rates tendered shall be deemed to cover all additional costs incurred by the Operator as a result of such variation. Compensation shall be effected as follows:

If the total number of operating hours over the period to which a payment certificate relates increases as a result of the Engineer's instruction(s): The Operator shall be entitled to additional payment on the basis of the additional hours at the rate tendered for item 3.3. The Engineer's instruction shall be in writing and will only be permitted if the site is fully operational.

If the total number of operating hours over the period to which a payment certificate relates decreases as a result of the Engineer's instruction(s): Payment to the Operator under the certificate concerned shall not be affected.

All tendered rates and prices shall exclude Value Added Tax (VAT) as stipulated in the Appendix, and all such rates and prices shall be subject to contract price adjustment in accordance with the provisions of clause PLO.8.1.5.

PLO.8.6 ACCEPTANCE AND DISPOSAL OF WASTES EMANATING FROM CASUAL USERS

In terms of the contract, the Operator is obliged to accept and dispose of all wastes (other than toxic and/or hazardous wastes) delivered to the site by casual users during operating hours as defined in Subclause PLO.7.2.

All costs incurred by the Operator in connection with the acceptance and disposal of such wastes shall be deemed to be covered by the rates tendered in terms of clauses PLO.8.1 and PLO.8.5 above.

The following provisos shall apply:

PLO.8.6.1 The Employer shall determine the tariffs payable by casual users from time to time.

A Nil tariff will apply to uncontaminated green waste and rubble/soil that can be used as cover material.

The Operator shall develop and implement suitable systems to collect revenue generated from waste emanating from casual users. Money collected will be Employer's revenue and will be deducted from the monthly certificate.

PLO.8.6.2 The Employer shall not alter such tariffs at less than twelve month intervals unless such change results in reduced tariffs.

At approximately twenty-six week intervals, the extent of the landfill will be surveyed and measured by the Engineer at the Employer's cost to establish the airspace utilised during the preceding twenty-six weeks. The following will be deducted from the airspace volume thus established:

- The volume of waste delivered by account holders which was disposed directly to landfill during the preceding twenty-six weeks. Such volume shall be established from the total tonnage of waste qualifying for payment in terms of Clauses 8.1.1 and 8.1.2 – but not 8.1.3 – at the density tendered by the Operator.
- The volume of final cover material applied during the preceding twenty-six weeks, which shall be computed as the product of measured area of the final cover actually applied during that period and the finished total thickness (including topsoil) stipulated in Clause PLO.7.13.
- Allowance for the volume of other cover material used which shall be 22% of the volume of waste established above.

PLO.8.6.3 Excepting only as provided for in the first paragraph of this clause and in 5.6.1 and 5.6.2 above, any agreement and/or financial transaction between the Operator and any casual users shall have no standing in this contract; nor shall the Employer have any duty, liability or obligation of any description arising out of such agreement and/or transaction or arising from the use of the site and/or its facilities by such casual user. The onus shall be on the Operator to make the provision of this Subclause 5.6.4 known to all casual users in a manner acceptable to the Engineer

PLO.8.8 MONTHLY PAYMENT AND RELATED MATTERS

PLO.8.8.1 The Operator shall be paid monthly on certification by the Engineer the amounts determined in accordance with the provisions stipulated below. Such payments will not be subject to retention monies.

PLO.8.8.2 On the 28th day of each month the Operator shall, in the format stipulated by the Engineer, submit to the Engineer a monthly payment certificate reflecting the following for the number of whole operating weeks elapsed from the end of the last operating week on which the previous payment certificates was compiled:

PLO.8.8.2.1 The last operating week number for which payment was certified under the preceding payment certificate.

PLO.8.8.2.2 The operating week numbers for which payment is claimed under the payment certificate concerned.

PLO.8.8.2.3 The contract price adjustment factor (refer to clause 6.8.2 in Contract Data) applicable to the certificate concerned together with supplementary details in connection with its calculation.

PLO.8.8.2.4 The tonnages of waste accepted from each account holder for each operating week, together with the applicable rates, and the appropriate totals reflecting the payment due by the Employer to the Operator.

- PLO.8.8.2.5 The tonnages of waste, excluding garden refuse directed to the shredding facility, accepted from each account holder for each operating week, together with the applicable rates, and the appropriate totals reflecting the payment due by the Employer to the Operator.
- PLO.8.8.2.6 The tonnages of garden refuse directed to the shredding facility accepted from each account holder for each operating week.
- PLO.8.8.2.7 The total tonnage of waste, excluding garden refuse directed to the shredding facility, accepted from casual users, which was disposed of directly to landfill for each operating week.
- PLO.8.8.2.8 The total tonnage of garden refuse directed to the shredding facility accepted from casual users for each operating week.
- PLO.8.8.2.9 The total tonnage of builder's rubble and the like accepted from casual users for each operating week.
- PLO.8.8.2.10 The total tonnage of refuse accepted free of charge for each operating week, categorised into refuse from both account holders and casual users.
- PLO.8.8.2.11 The total values certified by the Engineer under the contract to date.
- PLO.8.8.2.12 Supporting information from the weighbridge computing system.
- PLO.8.8.2.13 Any other details that the Engineer may require, inclusive of those applicable if recycling is carried out on site.
- PLO.8.8.3 In the event that the 28th day of the month falls on a Saturday or on a Sunday, then the Operator shall submit the payment certificate concerned to the Engineer or, the preceding Friday.
- PLO.8.8.4 The Engineer will make any corrections he deems to be necessary on such payment certificate, and he will submit it to the Employer (with a copy to the Operator) within three normal working days (i.e. Monday to Friday inclusive).
- PLO.8.8.5 In respect of compensation for airspace utilised in the landfill as follows:

In the payment certificate subsequent to that applicable for the month during which the Engineer surveys the landfill in terms of sub-clause 5.4.2 above, the Engineer will:

PLO.8.8.5.1 Establish the airspace utilised for the preceding 26 weeks.

PLO.8.8.5.2 Carry out the necessary calculations to establish the compensation payable in accordance with the provisions of sub-clause 5.6.3.

PLO.8.8.5.3 Deduct or add (as applicable) the resultant sum (after its modification or contract price adjustment) to the payment certificate concerned.

The Operator, provided that he makes written application before the 16th day of the month following that during which he submitted the payment certificate concerned, shall be entitled to receive a copy of the Engineer's survey data and calculations for the period to which the certificate relates.

PLO.8.8.6 The Engineer will also make the necessary modifications to any payment certificate in terms of the provisions of sub-clauses PLO.8.8.5 to PLO.8.8.7 (inclusive) below.

PLO.8.8.7 In respect of deductions as a result of non-compliance by the Operator as follows:-

In the event of non-compliance by the Operator during the period to which a payment certificate relates, the Engineer will:

List and provide details of the non-compliance incident(s) concerned in an addendum to the payment certificate.

PLO.8.8.7.1 List and provide details to the payment concerned in accordance with the provisions of clause PLO.8.11 below.

PLO.8.8.7.2 In respect of other deductions as a result of labour unrest as provided for in clause PLO.8.11 below or by reason of default of the Operator other than that provided for in sub-clause 8.8.7 above, the Engineer will adopt a similar procedure to that stipulated in sub-clause 8.8.7 above.

PLO.8.8.8 If, as a result of any deductions made in terms of the provisions of the contract, any payment certificate reflects a negative sum then the Operator shall pay to the Employer such sum on or before the 16th day of the month following that during which the payment certificate was submitted to the Engineer by the Operator.

PLO.8.8.9 The Engineer may by any certificate make any correction or modification to any previous certificate issued by him.

PLO.8.8.10 Should the Operator disagree with any sums of money assessed by the Engineer in terms of the contract, then he (the Operator) shall, on or before the 16th day of the month following that during which he submitted the payment certificate to the Engineer, notify the Engineer in writing of such disagreement and the details thereof; failing which

the Operator's right to dispute the certificate concerned shall be deemed to have been forfeited. In the event that the Engineer is notified by the Operator by such date, the payment certificate concerned shall not be altered, but the matter(s) in contention shall, if possible, be resolved prior to the next payment certificate, and if resolved shall be reflected in that payment certificate.

PLO.8.8.1 Recycling

The Employer requires that recycling of solid waste be carried out on site. The recycling contract will be let as a separate contract, to be executed within a mutually agreed area on the site, and the recycling contractor would (after his recycling operations) be required to deliver non-recyclable material to the working face of the landfill.

The Operator will be required to undertake the following in addition to the duties stipulated in Section PLO.7.10:

PLO.8.8.1.1 Identify and record arriving refuse vehicles which are to deposit their contents at the recycling installation; in this connection it should be noted that the weighbridge software would be modified to permit and record such information and any other information required in terms of this clause.

PLO.8.7 RECORDS

The Operator shall maintain comprehensive records of all matters that are relevant to or have a bearing on the contract. Such records shall, inter alia, include the following:

PLO.8.9.1 Copies of all accounts rendered to the Operator and receipts of payments made by the Operator by/to (as applicable) third parties.

PLO.8.9.2 Wages and salaries (inclusive of deductions) paid to the Operator's employees on the site.

PLO.8.9.3 Payment Certificates.

PLO.8.9.4 Insurance Policies and amendments thereto.

PLO.8.9.5 Comprehensive details relating to the maintenance/repairs/replacement of all major plant and equipment.

PLO.8.9.6 The small equipment inventory including the updating thereof.

PLO.8.9.7 Copies of receipts issued to both account holders and casual users.

PLO.8.9.8 Implementation of the Operating Plan.

PLO.8.9.9 Correspondence between the Engineer and the Operator, including all written instructions given by the Engineer.

PLO.8.9.10 The Complaints Record.

PLO.8.9.11 Repairs and maintenance of the engineering infrastructure.

PLO.8.9.12 Visits undertaken by the weighbridge maintenance personnel and the nature of the maintenance undertaken.

PLO.8.9.13 Site visits/inspections/audits by the Engineer and the Regional Director.

PLO.8.9.14 Updated details in respect of each vehicle deployed by account holders to deliver solid waste to the site. Such details shall include the account holder's name, the vehicle registration number, the tare (corrected to include the mass of fuel in the half-full fuel tank) and gross vehicle masses, the fully laden compacted payload and volumetric capacity of the vehicle and any other relevant details.

PLO.8.9.15 All audits carried out in terms of clause PLO.7.16 and all minutes of Monitoring Committee.

PLO.8.9.16 All water/leachate quality tests, volumes of contaminated surface runoff and leachate generated, and rainfall records (refer to clause PLO.7.14).

The Site Superintendent shall also keep an A4 site diary in which he shall briefly record all significant activities and events that occurred on the site on a day-to-day basis.

The Operator shall arrange for and implement a properly structured approved filing system that shall be set up in such a manner that any specific individual record can readily be identified and abstracted therefrom.

All such records shall be deemed to be the property of the Employer, and the originals thereof shall not be removed from the site unless such removal (by the Employer) is necessitated as a result of termination of the contract. The Employer and the Engineer shall have unrestricted access to these records at all reasonable times during the tenure of the contract.

PLO.8.8 HANDOVER OF SITE AND INFRASTRUCTURE AT END OF CONTRACT PERIOD

At the end of the contract period, the Operator shall hand over the site and the applicable Employer supplied infrastructure and equipment in accordance with the stipulations contained in PLO.4.

Such handover shall be free of any charges of any description to the Employer, and the cost thereof to the Operator shall be deemed to have been recovered by him under the payments made for operating the site during the tenure of the contract.

PLO.8.9 NON-COMPLIANCE

PLO.8.11.1 General

The provisions of this clause PLO.8.11 deal with the Employer's right to reduce payment due to the Operator as a result of his (the Operator's) failure to comply with the provisions of the contract documentation, and/or his lack of diligence in the execution of any work, activity, duty or obligation in terms of the contract and/or his failure to implement or execute any instruction given by the Engineer or the Employer in terms of the contract.

The stipulations of this clause shall not in any way be construed as negating or limiting any other remedy that the Employer may have in terms of the contract documentation.

The provisions of this clause apply to and differentiate between:

- what are termed "serious" non-compliance incidents which are dealt with in sub-clause PLO.8.11.2 below, and
- What are termed "other" non-compliance incidents that are dealt with in sub-clause PLO.8.11.3 below.

For the purposes of this clause, the term "reduced" or "reduction" or "deducted" when used in the context of any payment due to the Operator means the reduction of payment due to the Operator in terms of the payment certificate applicable to the period in which the non-compliance incident(s) occurred.

All money amounts stipulated in sub-clauses PLO.8.11.2 and PLO.8.11.3 below shall be subject to Contract Price Adjustment in accordance with the provisions of clause PLO.8.10.1 on the same basis as that which is applicable to the payment certificate which is reduced as a result of the non-compliance incident(s) concerned.

PLO.8.11.2 Serious Non-Compliance Incidents

A serious non-compliance incident is any one or more of the following which arises or occurs as a result of the Operator's (or any of his site employees) action or lack of action or non-compliance with the provisions of the contract documentation:

- PLO.8.11.2.1 Failure to accept and/or dispose of solid waste delivered to the site other than that occasioned by labour unrest which is dealt with in clause PLO.8.12 below.
- PLO.8.11.2.2 Pollution or potential pollution of groundwater and pollution of lands on property external to the site by contaminated surface runoff and by windblown and other refuse; and failure to implement any matters, duties and obligations contained in clause PLO.7.14 which are stipulated as being the Operator's responsibility.
- PLO.8.11.2.3 Endangerment to the safety of the user's personnel and vehicles, the Operator's site employees and the public.
- PLO.8.11.2.4 Offensive behaviour to users (or their personnel) and the public.
- PLO.8.11.2.5 Failure to implement any instruction given by the Engineer within the period prescribed by such instruction or the contract documentation (as applicable).
- PLO.8.11.2.6 Failure to co-operate with contractors appointed by the Employer to undertake work on and in the vicinity of the site, the Next Operator and any statutory organisation having authority over the Operator's activities on the site.
- PLO.8.11.2.7 Failure to log full details of any complaints made by users and/or members of the public in the complaints record.
- PLO.8.11.2.8 Unauthorised removal from the site of any plant and equipment and record originals
- PLO.8.11.2.9 Improper fire control precautions/measures for the landfill and for the site as a whole.
- PLO.8.11.2.10 Inaccurate and/or inadequate record keeping.
- PLO.8.11.2.11 Failure to effect and/or renew the insurances dealt with under clause 8.6 of GCC 2015 and subclause PLO.8.2.3 above.
- PLO.8.11.2.12 Failure to uphold the Security stipulated in clause 6.2 of GCC 2015.

For each and every such incident which occurs in any month, payment due to the Operator for the period concerned will be reduced by R 5 000 (Five thousand rands).

PLO.8.11.3 Other Non-Compliance Incidents

An "other" non-compliance incident is defined to be the Operator's failure to comply with any provision or stipulation of the contract documentation other than those defined in sub-clause PLO.8.11.2 above. The provisions of this sub-clause PLO.8.11.3 shall only come into effect after the elapse of the first eight operating weeks of the contract period.

For each and every such incident which occurs in any month after the first eight operating weeks of the contract period, payment due to the Operator for the period concerned will be reduced by R 2 000 (Two thousand Rands).

PLO.8.11.4 Persistent Non-Compliance

If it any contiguous period of 16 (sixteen) operating weeks, the total amounts due to the Operator are reduced by more than R17 500 (Seventeen thousand five hundred Rands) expressed in contract base date terms - then the Employer shall have the right to terminate the contract in terms of clause 9.3 of GCC 2015.

PLO.8.10 PROGRESS OF THE WORKS /LANDFILL OPERATIONS LABOUR UNREST

If normal operation of the site by the Operator is disrupted for whatever reason and conditions of the site are deteriorating, after written warning to remedy the situation within 14 days the Employer reserves the right to man the site (or have others to do so on his behalf), and/or take over the partial or entire operation of the site , then the following shall apply until the Operator is again in a position to resume normal operation of the site or until termination of the contract as provided for in clause 9.2 of the GCC 2015 .

PLO.8.12.1 Subject to the provisions of PLO.8.12.2 below, the Operator shall be credited in his next payment certificate(s):

PLO.8.12.1.1 with the tonnages of waste at the tendered rates (after their modification for contract price adjustment) which are delivered by account holders to the site and which are accepted and (if applicable) disposed of for the period that the Employer (or others on his behalf) take over the manning and/or the partial or entire operation of the site, and,

PLO.8.12.1.2 with all cash payments made by casual users who deliver their waste to the site during the same period.

PLO.8.12.2 The Engineer will deduct the following from the next payment certificate(s) submitted by the Operator:

PLO.8.12.2.1 if such disruption was demonstrably beyond the Operator's control, then the Engineer will only deduct the Employer's expenses in this connection up to a maximum of the credit made in terms of sub-clause PLO.8.12.1 above, or,

PLO.8.12.2.2 if the Engineer considers that the Operator's action(s) or lack of action(s) materially contributed to, or exacerbated, the period of disruption to normal operation of the site by the Operator, then the Engineer will deduct all expenses incurred by the Employer in this connection.

The Engineer's opinion as to whether PLO.8.12.2.1 or PLO.8.12.2.2 above applies shall be final and binding on both the Employer and the Operator.

C3.5 : CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

51021/P1A	Site Plan
51021/P2A	Leachate and Liner Layout
51021/P6	Leachate Storage Pond No. 2 Details
50658/1B	Site Plan
50658/2	Cell 4 Layout Earthworks Setting Out Details
50658/3A	Cell 4 Layout Underliner Drains
50658/4A	Cell 4 Layout Leachate – Gas Drains
50658/P5A	Typical Details of Cell
50658/6C	Cell 4 Layout Leachate Storage and Contaminated Stormwater Dam Details
50658/7B	Leachate Storage Pond Details

PART C4 : SITE INFORMATION

C4.1 LOCALITY PLAN

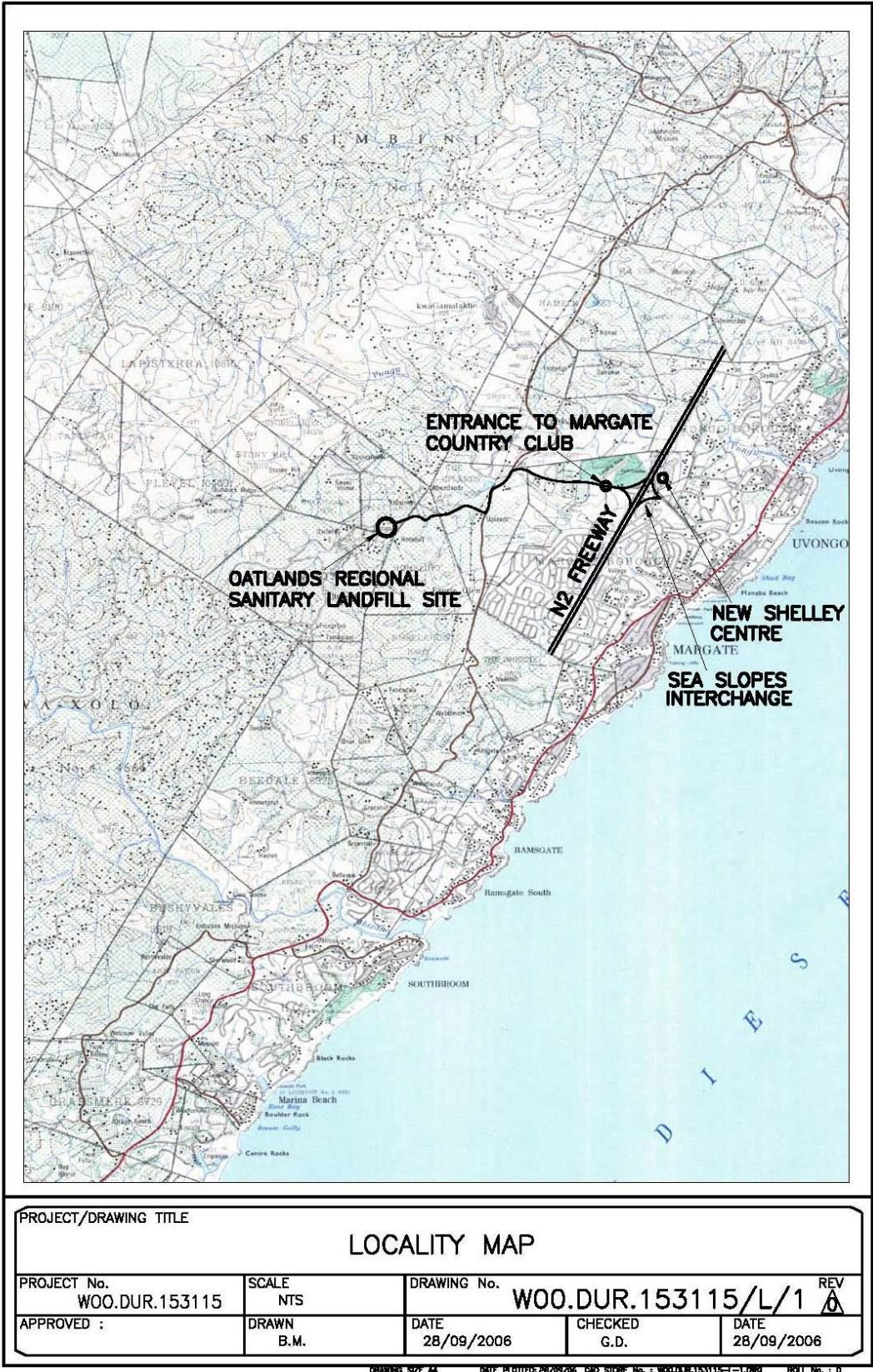
C4.2 CONTRACT NOTICE BOARD

C4.3 SITE SPECIFIC DATA AND REQUIREMENTS

C4.4 WASTE LICENCE ISSUED 2015

C4 5 PREFERENTIAL PROCUREMENT POLICY

C4.1 LOCALITY PLAN



C4.2 CONTRACT NOTICE BOARD

C4.3 SITE SPECIFIC DATA

SITE SPECIFIC DATA

1. SITE SPECIFIC DATA

1.1 Site Location Access

The location of the site is shown on the figure at the beginning of this document.

Access to the site is obtained from the Seaslopes (*Margate*) Interchange on the N2 Freeway, from which the route is west past the Margate Country Club to the T-junction on the old main route (*P200*) and south to the Oatlands turnoff then West for 1,6 kilometres to the site.

2. Climatic Conditions

2.1 Rainfall:

The average monthly rainfall and the number of rain days per month for Weather Bureau Station No. 0182651 9 Margate – Pol for the period 1968 to 1986 is as follows:

Month	Average Rainfall (millimetres)	No of Rain days	Month	Average Rainfall (millimetres)	No of Rain days
January	129,1	13,2	July	48,6	4,3
February	127,8	10,6	August	65,3	5,4
March	113,7	10,0	September	87,0	9,3
April	65,2	7,1	October	117,5	11,3
May	77,0	5,1	November	135,6	13,6
June	32,2	2,7	December	135,5	12,6

The total average rainfall at this station over the period of record was therefore 1 135,4 millimetres per annum, and the average annual number of rain days was 105,1 days per annum.

The latter weather station was closed during 1986 but further rainfall data is presented below for Weather Bureau Station No. 0182621 7 Margate Airport in respect of the period 1984 to 1995.

Month	Average Rainfall (millimetres)	No of Rain days	Month	Average Rainfall (millimetres)	No of Rain days
January	117,4	14,8	July	17,3	3,4
February	146,3	13,4	August	69,4	6,9
March	173,3	13,7	September	140,3	10,8
April	65,7	8,0	October	160,4	16,4
May	37,2	4,8	November	149,4	16,0
June	41,4	4,7	December	144,2	17,1

The average rainfall at this station over the period concerned was therefore 1 262,3 millimetres per annum and the average number of rain days was 130,1 day per annum. Further data for Weather Bureau Station No 0182591A4 Margate for the period 1993 – 2006, is as follows :

Month	Average Rainfall (millimetres)	No of Rain days	Month	Average Rainfall (millimetres)	No of Rain days
January	173,6	14,0	July	54,4	3,9
February	113,1	11,5	August	36,0	6,0
March	144,2	12,7	September	70,8	9,0
April	83,2	8,5	October	122,6	14,2
May	45,5	5,9	November	160,8	15,5
June	43,3	3,5	December	156,3	13,7

The average rainfall at this station over the period concerned was therefore 1 203,8 millimetres per annum and the average number of rain days was 118,4 day per annum.

2.2 Temperature:

The closest weather station (*to the site*) for which these statistics are available is Weather Bureau Station No. 0182591A4 Margate, which has a 12 year record. The maximum, minimum and mean daily temperatures over the period 1993 - present for this station are tabulated below, all temperatures being expressed in degrees centigrade

Month	Average Daily Temperature			Month	Average Daily Temperature		
	Max	Min	Mean		Max	Min	Mean
January	26,3	20,7	23,5	July	21,6	13,8	17,7
February	27,0	21,3	24,1	August	22,0	14,7	18,4
March	26,1	20,1	23,1	September	22,1	15,5	18,8
April	24,7	18,2	21,5	October	22,7	16,7	19,8
May	23,6	16,2	19,9	November	24,2	18,2	21,2
June	22,4	14,5	18,5	December	25,4	19,6	22,5

2.3 Relative Humidity:

The closest weather station (*to the site*) for which these statistics are available is that noted under Sub-clause 10.1.2.2 above. The mean relative humidities at 08:00 hours, 14:00 hours and 20:00 hours (*South African Standard Time*) for each month are tabulated below.

Month	Mean Relative Humidity (%)			Month	Mean Relative Humidity (%)		
	08:00	14:00	20:00		08:00	14:00	20:00
January	84,5	79,2	90,4	July	62,6	59,5	75,7
February	83,8	77,8	90,0	August	69,7	66,8	82,1
March	84,9	78,3	90,8	September	78,0	74,8	86,7
April	80,8	75,5	89,2	October	79,7	78,0	89,3
May	71,5	68,1	83,7	November	80,3	78,1	89,6
June	63,4	60,8	76,4	December	81,8	79,4	90,3

3. Terrain and Vegetal Cover

The site is situated in a Y – shaped valley with relatively steep slopes. Phase 3, has been constructed in a valley line with the head of the valley starting in a saddle on the watershed. It is important therefore that starter berms are maintained at the upper end of the operational area and that these berms remain higher than landfill site.

The valley is covered with forest, black wattle and blue gum being dominant trees, with bugweed, lantana, and trifid weed and peanut butter cassia abounding in the understorey. The lower southern section of the site has been planted with banana and mango.

4. Watercourses and Streams

The only watercourse of significance on and near the site is the Bilanhlolo River which is approximately 100 m outside the ultimate southwestern boundary of the site.

4.1 Subsurface Conditions, Test Pits and Cover Material

The site is situated on the deeply weathered granites of the Margate Metamorphic complex. A total of 11 test pits were excavated during July 1999 prior to construction of the engineering infrastructure for Phase 2 Development of the site. In May 2004 a further 38 test pits were excavated prior to the construction of Phase 3. This second investigation included the area for the future Phase 4 landfill development.

The trial pits and associated soil parameters were the subject of separate reports which will be available for inspection at the site inspection or on request to the Engineer.

The nature of the cover material (*for Phase 3*) can be deduced from the contents of the report, but in general the cover material has high clay content.

4.2 Groundwater Table

The groundwater table in borehole P3 next to Phase 1 is about 16 meters below the surface and at bore holes P2 and P4 downstream of the lowest dam about 6 meters below the surface. During the construction for phases 1 and 2, groundwater was encountered and the groundwater is collected in the subsoil drainage system from these phases.

4.3 **Surrounding Properties**

The properties surrounding the site are either undeveloped or have been developed for the purpose of growing sugar cane or other agricultural fruit produce.

C4.4 WASTE MANAGEMENT LICENSE ISSUED 2015

PREFERENTIAL PROCUREMENT POLICY

PP.1 PREAMBLE

The RNM aims to improve the quality of life of all citizens and to free the potential of each person within a framework of facilitating service delivery, through effective governance, the Council undertake to take into account the need for transparent procedures that give the effect to the principle of preferential procurement.

PP.2 SCOPE

This policy applies to all contracts to be awarded by the Council.

PP.3 PURPOSE

The purpose of the policy is to provide a framework within which effects can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

PP.4 OBJECTIVES

The objectives of the Councils' policy are to:

- a. Provide clarity on the Councils' approach to procurement, particularly with regard to requirements of preferential procurement.
- b. Provide access to contract for historical disadvantaged individuals
- c. Promote SMME participation.
- d. Promote capacity development and skills transfer.
- e. Promote job creation.
- f. Create an enabling contractual environment.

PP.5 PREFERENCE POINT SYSTEM

The Ray Nkonyeni Municipality's (RNM) Preferential Procurement Policy Framework Act, Act 5 of 2022 requires that:

- A preference point system must be used.
- A number of points must be awarded for price.
- A number of points must be awarded for achieving specific goals.

The preference point system awards points as follows:

	Tenders < R 50 000 000-00	Tenders > R 50 000 000-00
Points for price	80	90
Specific Goals	20	10
Total	100	100

Figure PP.1 – Preference Point System

PP.6 SPECIFIC GOALS OF PREFERENTIAL PROCUREMENT FOR RNM

In terms of the points for preference applicable to this contract, the criteria as set out in Clause F3.112 – Evaluation of Tender Offers shall be implemented

PP.7 MINIMUM PARTICIPATION REQUIREMENTS

PP.7.1 The Local Economic Development and Tender portfolio committee and/or a HOD may stipulate minimum participation conditions.

PP.7.2 Where minimum conditions have been provided, the Tender document should clearly stipulate such minimum conditions, and such conditions should also be clearly stated in the advertisement.

PP.7.3 In determining participation conditions, care should be taken to avoid discrimination on the basis of the Constitution and in particular section 9(3) which states:

“The state may not unfairly discriminate directly or indirectly against anyone on one or more grounds, including race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language, and birth”

PP.7.4 However, minimum participation conditions based on the below-mentioned could be regarded as legal and constitutional.

- a. That products be locally manufactured
- b. That the Tender is specifically meant for SMME's
- c. That the Tender is specifically meant for black economic empowerment companies

PP.7.5 The minimum participation conditions shall not be used as a preferential weighing factor for the determination of tenders as contained in the PPPF Act.

PP.7.6 Tender documents when advertised, shall clearly state whether the tender is meant for:

- i. SMME's
- ii. Joint ventures with SMME's
- iii. Previously disadvantaged individuals
- iv. Established institutions

PP.8 GENERAL PRINCIPLES GOVERNING THE COUNCIL IN ITS INTERACTION WITH TENDERERS

In dealing with tenderers tendering for Council work, the Council will adhere to the principles of:

PP.8.1 Efficiency

- a. The Council undertake to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- b. Where such delays are unavoidable, the Council undertakes to inform all tenderers of the nature of the delay and the revised time frames.
- c. Courtesy.
- d. All staff members of the Council will deal with tenderers in a courteous and respectful manner.

PP.8.2 Transparency

- a. All tendered process will be open to the scrutiny of the public and interested parties.
- b. The Council will take all reasonable steps to ensure that the processes are clearly defined and understandable to all interested parties.

PP.8.3 Access to information

The Council will take reasonable steps to ensure that all tenderers have equal access to information on the product or services to be tendered for, as well as the tender process itself.

PP.8.4 Fair distribution of work

The Council will take reasonable steps to make sure that the procurement of goods or services is fairly distributed amongst the service providers. This will be done to avoid the excessive procurement of goods or services from one company only.

PP.8.5 Competition

The Council will encourage fair competition between suppliers that provide goods and services to it.

PP.9 CRITERIA TO EVALUATE TECHNICAL AND FINANCIAL ABILITY

Regardless of the scope and value of the contracts involved, all contracts will be judged on grounds of:

PP.9.1 Compliance with tender conditions

- a. Tenders submitted on time.
- b. Tender forms signed.
- c. All essential information provided

PP.9.2 Meeting technical specifications and compliance with tender conditions

- a. Where requested in tender documentation, tenderers must describe how they will produce the required outputs outlined in the tender documentation in terms of either goods or services.
- b. The ability to produce the required goods or services within the stated time frame may be included as criteria for compliance.

PP.9.3 Infrastructure and resources

Tenderers must indicate the extent of infrastructure under their control and resources available to enable them to execute the contract.

PP.9.4 Quality

- a. Where requested, tenderers must provide evidence that they will be able to adhere to generally accepted levels of quality in the provision of the product or services under consideration.
- b. Where requested tenderers must clearly explain their mechanisms for quality assurance and review.

PP.9.5 Size of business and workload

- a. Tenderers must give an indication of the resources available for the contract they are tendering on.
- b. Tenderers must give an indication of the number and value of other contracts being undertaken by them at the date of tender, as to enable the Council to ascertain their ability to execute the contract.

PP.9.6 Staffing profile

- a. Tenderers must indicate the number of fulltime employees employed by the company in South Africa at the time of tendering. Such information must include a breakdown in terms of race and gender at top and middle management levels.
- b. Tenderers must also indicate the experience of top and middle management staff, especially where the experience of the company as a whole is limited.
- c. Tenderers must comply with the Employment Equity Act.

PP.9.7 Previous experience

- a. Tenderers must indicate the number of years that they have been operating their business.
- b. Tenderers must provide evidence of previous experience in providing the goods or services under consideration, by providing a minimum of three contactable and relevant references.

PP.9.8 Financial ability to execute the contract

- a. Tenderers must indicate the revenue generated by their company in the previous financial year.
- b. Tenderers must provide an indication of their financial ability to execute the contract.

PP.10 IMPLEMENTATION FRAMEWORK

According to the Preferential Procurement Policy Framework Act and Regulations a preference point system must be followed.

- a. For contracts with a Rand value above a prescribed value (more than R 50,000,000) a maximum of 10 points may be allocated for specific goals as outlined below provided that the lowest acceptable tender scores 90 points.
- b. For contracts with a Rand value below a prescribed value (less than R 50,000,000) a maximum of 20 points may be allocated for specific goals as outlined below provided that the lowest acceptable tender scores 80 points.
- c. Any other acceptable tenders that are higher in price must be awarded fewer points, on a pro rata basis, calculated on their tender price in relation to the lowest acceptable tender, in accordance with a prescribed formula.

For this contract, the following formula shall apply

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

Where:

- P_s = Point scored for price of tender under consideration
 P_t = Rand Value of tender under consideration
 P_{min} = Rand value of the lowest acceptable tender

PP.11 MECHANISMS TO SUPPORT PREFERENTIAL PROCUREMENT

PP.11.1 Determination of tender requirements in relation to tender value

Council will set targets for the supply of goods and services, and link specific requirements relating to enterprise with HDI ownership and/or SMME status.

PP.11.2 Establishment/maintain a database of SMME service providers

Council will establish a database of HDI and SMME service providers in order to track their records of services to the Council.

PP.11.3 Identification of Business Opportunities

- a. Within a month after the Capital and Operating budgets have been approved, the minimum figures (targets) for the supply of goods or services that could be supplied by HDI owned enterprises and SMMEs, should be submitted to the respective Portfolio Committee for approval.
- b. Joint venture opportunities between HDI owned enterprises and SMMEs, and other business entities, will be identified and be described in the tender requirements.
- c. Sub-contracting opportunities for HDI owned enterprises.

PP.11.4 Tender Advice Centres (TAC) / Local Business Support Centres (LBSC)

Prospective tenderers are invited to contact the Ugu District Municipality SEDA for assistance with the completion of tender documents.

PP.11.5 Creation of an enabling environment

Council will simplify tendering and contractual procedures and mechanisms in order to facilitate access by HDI owned enterprises and SMME' tendering and contracting opportunities. Items to be addresses relate to:

Surety requirements
Insurance
Retention
Payment cycle
Approach to penalties
Construction and materials management support
And other

PP.11.6 Contractor development program/provision for training

In order to ensure that HDI owned enterprises and SMME's have the ability and skill to enable them to meet the requirements of contracts they may enter into a community empowerment and contractor development program.

PP.11.7 Advertising

In order to reach the largest number of HDI owned and SMME service providers possible, Council will undertake to advertise invitations to tender through a range of media.

Council will provide an appropriate time period within which tenderers can request additional clarification and will be sensitive to the issues of language in this regard.